

HEARING DATE: JUNE 30, 2023 AT 2:00 P.M.
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STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
CHARBEL KAMEL, individually and as a)
member of 1155 Victory Highway, LLC,)
and Motorsports & Vintage Garage, LLC,)
 Plaintiffs,)
)
v.)
)
1155 VICTORY HIGHWAY, LLC, and)
MOTORSPORTS & VINTAGE GARAGE,)
LLC, and ELIE D. ABDILMASIH,)
 Defendants.)
_____)

C.A. No. PC-2022-01828

**PERMANENT RECEIVER’S FINAL REPORT AND FINAL REQUEST FOR FEES,
COSTS, AND EXPENSES**

NOW COMES Christopher J. Fragomeni, Esq., solely in his capacity as permanent receiver (“Receiver”) of 1155 Victory Highway, LLC (“Victory Highway”) and Motorsports & Vintage Garage, LLC (“Vintage Garage,” or collectively with Victory Highway, the “Companies”), and hereby respectfully delivers his final report (“Final Report”) to the Court as follows:

BACKGROUND

1. This Final Report is made in succession to the Receiver’s First Interim Report and First Request for Fees, Costs, and Expenses (“First Interim Report”), which is incorporated herein by reference. The Court approved the First Interim Report by Order entered on November 10, 2022, a copy of which is attached hereto as **Exhibit A**.

2. As set forth in the First Interim Report, the Receiver sold the Companies’ only valuable asset—the real property located at 1155 Victory Highway, Oakland, Rhode Island

(“Property”)—for \$575,000, which resulted in net proceeds to the receivership estate of \$573,065.91 after customary adjustments at closing.

RECEIVER’S ACTIONS AFTER FIRST INTERIM REPORT

Claims Received

3. Pursuant to the Order that appointed the Receiver as Permanent Receiver, all creditors were required to submit their claims to the Receiver no later than November 28, 2022 (“Claims Bar Date”). Prior to the Claims Bar Date, the Receiver received four proofs of claim from Baycoast Bank (“Baycoast”), the Town of Burrillville (“Burrillville”), Elie Abdilmasih (“Abdilmasih”), and Charbel Kamel (“Kamel”).

A. Baycoast’s Proof of Claim.

4. Baycoast’s proof of claim pertained to a mortgage loan (“Loan”) on the Property, totaling \$191,947.08 as of August 31, 2022.

5. The Loan was made pursuant to a certain Loan Agreement between Victory Highway and Baycoast dated September 10, 2020 (“Loan Agreement”), and it was evidenced by a certain Commercial Promissory Note (“Note”) in the principal amount of \$200,000.00 and dated September 10, 2020.

6. The Note was secured by (1) a mortgage, encumbering the Property, dated September 10, 2020, which was recorded on September 14, 2020 in Book 1157 at Page 147 in the Town of Burrillville’s land evidence records; (2) a Collateral Assignment of Leases and Rents, dated September 10, 2020; (3) a Guaranty of Kamel; (4) a Guaranty of Abdilmasih; and (5) a Security Agreement dated September 10, 2020, granting Baycoast a lien on, essentially, all of Victory Highway’s assets, which was perfected by a UCC-1 filed with the Rhode Island Secretary

of State on September 14, 2020 (filing number 202023616570) (collectively, with the Note and the Loan Agreement, the “Loan Documents”).

7. On December 22, 2022, the Receiver filed his Recommendation and Request for Authorization to Pay Secured Claim of Baycoast Bank (“Recommendation on Secured Claim”), indicating that the Receiver had reviewed the Loan Documents and determined that the Loan was an obligation of Victory Highway; that it was properly evidenced by the Note; and that the Note was secured by a first-position mortgage that encumbered the Property. The Receiver, therefore, recommended that he be authorized to pay the outstanding balance of the Loan so that interest would no longer accrue on the Loan.

8. By Order entered on January 18, 2023, the Court approved the Recommendation on Secured Claim, and authorized the Receiver to pay Baycoast’s claim from the receivership estate. A copy of such order is attached hereto as **Exhibit B**.

9. On January 19, 2023, the Receiver sent payment to Baycoast in the amount of \$198,456.54 (“Payoff”), which was the payoff amount due for the Loan as of January 31, 2023.

10. Baycoast then refunded the Receiver \$350.53 (“Refund”), which accounted for an overpayment of interest for the period between the date that Baycoast received the Payoff and January 31, 2023.

11. Accordingly, Baycoast’s claim against the estate has been satisfied in full.

B. Town of Burrillville’s Proof of Claim.

12. Burrillville’s proof of claim pertained to unpaid 2022 real estate taxes for the Property in the amount of \$4,808.32.

13. As set forth in the First Interim Report, the Receiver closed on the sale of the Property, and, at that time, any outstanding property taxes due to Burrillville were paid as

adjustments to the proceeds due to the Receiver. As such, Burrillville’s claim against the estate has been satisfied in full.

C. Abdilmasih’s Proof of Claim.

14. Abdilmasih’s proof of claim pertained to two categories of claims: (1) claims for reimbursement of expenses that Abdilmasih paid on behalf of the Companies; and (2) claims for “sweat equity.”

15. Abdilmasih’s claim for reimbursement of expenses paid on behalf of the Companies includes payments for the expenses outlined below:

Expense/Vendor	Amount	Notes
Town of Burrillville	\$7,804.63	Real estate taxes for the Property.
Hanover Insurance Group	\$7,504.00	Insurance for the Companies. \$3,416 (10/13/2020 through 5/12/2021); \$4,088 (9/10/2021 through 9/10/2022).
Next Move Realty, Inc.	\$1,000.00	Broker Price Opinion for Property.
Perfection Lock & Key	\$540.00	Locksmith services for property. Two invoices: \$215 and \$325
Ronald Maddocks Audio Video Solutions	\$2,818.07	Purchase and installation of 4 Arlo indoor/outdoor wireless WiFi cameras.
Miscellaneous Repairs (snow removal, landscaping, property maintenance).	\$800.00	
Sweat Equity	\$56,250.00	450 hours at an hourly rate of \$125.00 per hour.
HVAC Repair	\$450.00	
Supplies/Trash	\$2,500.00	
Line of credit interest payments	\$138.00	
Fuel costs	\$2,500.00	
TOTAL	\$82,304.70	

16. After reviewing the supporting documentation submitted with Abdilmasih’s proof of claim, the Receiver recommends that Abdilmasih’s claim be partially allowed as follows:

Expense/Vendor	Amount	Notes
Town of Burrillville	\$7,804.63	Real estate taxes for the Property.
Hanover Insurance Group	\$7,504.00	Insurance for the Companies. \$3,416 (10/13/2020 through 5/12/2021); \$4,088 (9/10/2021 through 9/10/2022).
Next Move Realty, Inc.	\$1,000.00	Broker Price Opinion for Property.
Perfection Lock & Key	\$540.00	Locksmith services for property. Two invoices: \$215 and \$325
Ronald Maddocks Audio Video Solutions	\$2,818.07	Purchase and installation of 4 Arlo indoor/outdoor wireless WiFi cameras.
TOTAL	\$19,666.70	

17. The Receiver, in his business judgment, finds that the above expenses were paid by Abdilmasih on the Companies behalf (presumably because the Companies had no cash on hand to pay the expenses), and that the above expenses are properly substantiated with appropriate backup documentation. Therefore, the Receiver recommends that Abdilmasih be reimbursed for the above expenses paid on behalf of the Companies.

18. However, the Receiver, in his business judgment, recommends that the following portion of Abdilmasih's proof of claim be rejected:

Expense/Vendor	Amount	Notes
Miscellaneous repairs (snow removal, landscaping, property maintenance).	\$800.00	
Sweat Equity	\$56,250.00	450 hours at an hourly rate of \$125.00 per hour.
HVAC Repair	\$450.00	
Supplies/Trash	\$2,500.00	
Line of credit interest payments	\$138.00	
Fuel costs	\$2,500.00	
TOTAL	\$62,638.00	

19. As a preliminary matter, the Receiver recommends that the expenses for miscellaneous repairs, HVAC repair, supplies/trash, line of credit interest payments, and fuel costs be rejected. Under Rhode Island law, a claimant in a receivership bears the burden of proof on its

claim. *Smith v. Cas, LLC et al.*, 2015 WL 4730343, *3 (R.I. Super. Ct. Aug. 5, 2015) (Stern, J.). While the receivership order customarily sets the method of filing, content, and deadline for a prima facie claim, this Court has instructed that a claimant must “satisfy a certain evidentiary burden of proof before its [claim] can be approved.” *Id.* Here, the Receiver does not believe that Abdilmasih has carried that burden because he has not submitted any supporting documentation for those expenses to substantiate either (1) that they were paid on the Companies’ behalf; or (2) that they were actually paid.

20. As it relates to Abdilmasih’s claim for sweat equity, the Receiver recommends that claim also be rejected because it is—at best—nothing more than a contribution to the Companies that, according to the Rhode Island Limited Liability Company Act (“Act”), must be in the form of a capital contribution. *See* R.I. Gen. Laws § 7-16-24 (“The contribution of a member to a limited-liability company must be a capital contribution”). That forecloses any argument that Abdilmasih can assert that he is otherwise a “creditor” of the Companies for purposes of his contributions in the form of sweat equity, unless he can establish—which, in the Receiver’s view, he has not—himself as a “creditor” to the extent permitted by law in another way.¹ *See Roskind v. Emigh*, 2009 WL 10692792, at *6 (D. Nev. Apr. 15, 2009) (a member cannot be “considered a creditor of [an LLC] as a result of his ‘sweat equity’”).

21. That capital contribution may be in the form of “any cash, property, services rendered, or a promissory note or other binding obligation to contribute cash or property or to perform services that a member contributes to a limited-liability company in his or her capacity as a member.” *See* § 7-16-2(5).

¹ For instance, either as a creditor by virtue of loaning the Companies money according to a properly documented loan consistent with an operating agreement, or by virtue of a claim for distributions pursuant to § 7-16-33.

22. Here, however, even though Abdilmasih’s claim for sweat equity may fall into the definition of a capital contribution, it is nevertheless not reflected in the controlling operating agreements for the Companies. *See* V. Pet. For the Appointment of A Temp. and Permanent Receiver or a Special Master for 1155 Victory Highway, LLC and Motorsports & Vintage Garage, LLC at Ex.’s 2, 4. According to the Companies’ operating agreements, both Abdilmasih and Kamel contributed \$500 as capital contributions to the Companies. The Receiver—who “stands in no better shoes than the debtor company and has no higher rights than that which the company,” *Marandola v. Marandola Mechanical, Inc.*, No. 03-5949, 2005 WL 6071357 (R.I. Super. June 03, 2005) (Silverstein, J.)—has no authority to unilaterally amend those contributions based upon a proof of claim.² Without any agreement between Abdilmasih and Kamel with regard to Abdilmasih’s work being considered a “sweat equity” capital contribution, and because the Receiver lacks the authority to amend the Companies’ operating agreements, the Receiver is left with no choice but to recommend rejection of Abdilmasih’s claim for “sweat equity.” *See Emigh*, 2009 WL 10692792, at *6 (a member cannot acquire “sweat equity” absent an agreement by the other members).

D. Kamel’s Proof of Claim.

23. Kamel submitted a proof of claim to the Receiver relative to his claim for half of the anticipated profits from the Property’s use for storing vehicles. In support of his claim, Kamel

² This reasoning aside, the Receiver would also recommend that Abdilmasih’s claim for sweat equity be rejected because it is unsubstantiated. In support of his claim for sweat equity, Abdilmasih only submitted the following: “450 hours, hourly rate of \$125.00 an hour. This includes all landscaping, maintenance, cleaning of snow and removal, plowing, any and all meetings required at the property.” The Receiver was not presented with any breakdown of the hours purportedly worked, the exact nature of services provided, when those services were provided, how the services benefitted the Property or the Companies, or that the hourly rate charged was reasonable.

submitted invoices totaling \$67,000 and monthly invoices from January 1, 2021 through October 1, 2022.

24. Even assuming, *arguendo*, that a member of a limited liability company could recover the lost profits of that business in receivership, as a general rule, the amount claimed must account for anticipated expenses. As our Supreme Court has explained, “[i]n calculating damages for future lost profits, anticipated expenses should be deducted from anticipated revenues.” *Guzman v. Jan-Pro Cleaning Sys., Inc.*, 839 A.2d 504, 508 (R.I. 2003) (citing *Blue Ribbon Beef Co. v. Napolitano*, 696 A.2d 1225, 1229 (R.I. 1997)). It follows, then, that if a claimant has a valid claim for lost profits, then the claim must also reflect a deduction for anticipated expenses. *See id.* In other words, a claimant does not reap the benefit of revenue without accounting for expenses.

25. The Receiver therefore recommends that Kamel’s claim—essentially, a claim for loss profits—be disallowed, because it (1) is speculative, as it makes assumptions about revenue generated from storage of vehicles, neither of which Kamel has proven nor the Receiver can otherwise confirm; and (2) it fails to account for any expenses affiliated with the purported vehicle storage revenue.

26. Even if Kamel’s proof of claim did account for the expenses of the Companies, Kamel would be entitled to nothing more than the *actual*—not speculative—net profits. And, given that this receivership estate is operating with a surplus of funds after payment of all its expenses, that is exactly what Kamel will receive in the form of a distribution: his portion of net profits after payment of expenses.

27. Accordingly, the Receiver recommends that Kamel’s proof of claim should be rejected.

Tax Returns

28. Prior to his appointment as Receiver, the Receiver was appointed as Examiner of the Companies. As Examiner, he filed an Examiner's Report, which, among other things, recommended that the Companies file their current and outstanding tax returns. He also recommended that if the Companies failed, among other things, to file their current and outstanding tax returns, then the proceeding should be converted into a liquidating receivership.

29. The Companies did not file their tax returns and, upon his appointment as Receiver, the proceeding was converted to a liquidating receivership.

30. After the Receiver sold the Companies' assets and began winding down the estate, he asked the Companies' principals if they wanted to complete and file the tax returns outside of the receivership proceeding to reduce administrative expenses. The Companies' principals could not agree, and, therefore, the Receiver engaged Ron Dean, CPA/MST ("Dean") to prepare and file the Companies' tax returns for 2020, 2021, 2022, and 2023.³

31. Thereafter, the Receiver worked with Dean and the Companies' principals and their attorneys to collect all the necessary information to file the Companies' federal and state tax returns for 2020, 2021, and 2022 ("Delinquent Returns").

32. Because the Companies generated no income for the years for the Delinquent Returns, there was no affiliated state or federal income tax (except, as described below, the gain on the sale of the Property, which was paid through a pass-through entity tax). But, because the Delinquent Returns were, in fact, delinquent, they incurred state and federal penalties as estimated and set forth below:

³ The Court previously entered an order on April 11, 2022 that authorized the Receiver—then as Examiner—to engage Dean as the Examiner's financial consultant. A copy of that order is attached hereto as **Exhibit C**.

Entity	Year	State Liability/Penalty	State Liability (gain on sale paid as PTE)	Federal Liability	Total
Victory Highway	2020	\$716.00		\$5,040.00	\$5,756.00
Victory Highway	2021	\$620.00		\$5,040.00	\$5,660.00
Victory Highway	2022	\$424.00	\$10,798.00	\$1,320.00	\$12,542.88
Vintage Garage	2020	\$716.00			\$716.00
Vintage Garage	2021	\$620.00			\$620.00
Vintage Garage	2022	\$424.00			\$424.00
TOTAL		\$3,520.00	\$10,798.00	\$11,400.00	\$25,718.88

33. The Receiver paid the state liability/penalties for the Delinquent Returns, totaling \$3,520.00, when he filed the Companies' state Delinquent Returns. The Receiver also paid the pass-through entity tax of \$10,798.00 with those state Delinquent Returns. Accordingly, the Receiver paid \$14,318.00 to the State. These payments were based upon estimates, and the Receiver recommends a hold back of \$3,000 to ensure that funds are available to pay any state liability or penalties for the state Delinquent Returns, to the extent that any additional payments are necessary.

34. Dean filed the Companies' federal Delinquent Returns. He did not, however, pay the associated penalties because he will attempt to have those federal penalties abated. Because the Receiver does not yet know whether the federal penalties for the Delinquent Returns will be abated, he recommends a hold back of \$18,000 to ensure sufficient available funds to the extent that the federal penalties for the Delinquent Returns are not abated, reduced, or eliminated.

35. After the hearing on this report, the Receiver will work with Dean and the Companies' principals to file the Companies 2023 return ("Current Return"). Dean has estimated that it will cost up to \$2,500 to file the Current Return and request abatements the federal penalties for the Delinquent Returns. As such, the Receiver also recommends a holdback in that amount to ensure that available funds are available to pay Dean for the completion of the Current Returns.

RECOMMENDED DISTRIBUTIONS

36. As of the filing of this Final Report, the Receiver has cash on hand in the amount of \$332,122.03, which accounts for the sale of the Property (\$550,565.91) and the deposit tendered for the sale of the Property (\$22,500.00), less the Receiver's first request for fees, costs, and expenses (-\$28,519.87), the payment of the Baycoast Loan (-\$198,456.54), payment of state liabilities and penalties for the state Delinquent Returns (-\$14,318.00), plus a credit for the Loan's overpayment (\$350.53).

37. Consistent with the Act, the Operating Agreements, and the Receiver's recommendations herein, the Receiver proposes making the following distributions:

Payee	Amount	Notes
<i>Administrative Expenses</i>		
Savage Law Partners, LLP	\$11,299.82	Receiver's fees, costs, and expenses as set forth herein.
Savage Law Partners, LLP	\$10,000.01	Receiver's requested administrative reserve.
Sansiveri, Kimball & Co., LLP	\$7,000.00	Invoice 5818; preparation of tax returns for the Companies for 2020, 2021, and 2022.
TOTAL	\$28,299.83	
<i>Recommended Claims</i>		
Abdilmasih	\$19,666.70	As recommended above.
TOTAL	\$19,666.70	
<i>Holdbacks</i>		
State liability/penalties	\$3,000	As recommended above.
Federal liability/penalties	\$18,000	As recommended above.
Sansiveri, Kimball & Co., LLP	\$2,500	As recommended above.
TOTAL	\$23,500.00	
<i>Distributions</i>		
Abdilmasih	\$130,327.75	Half of remaining funds.
Kamel	\$130,327.75	Half of remaining funds.
TOTAL	\$260,655.50	
TOTAL	\$332,122.03	

38. The Receiver recommends that any unused portion of any holdback or administrative reserve be distributed to Abdilmasih and Kamel in equal amounts.

REQUEST FOR FEES, COSTS, AND EXPENSES

39. As of the filing of this Report, the Receiver and members of the Receiver's law firm have devoted a cumulative total of approximately 35.4 hours to this matter and incurred \$10,823.00 in legal fees. Attorneys were billed at rates between \$325 and \$350 per hour, and paralegals were billed at rates between \$115 and \$150 per hour. The Receiver confirms that those fees were incurred as necessary for the benefit of the Receivership estate.

40. Additionally, the Receiver incurred \$476.82 in out-of-pocket expenses, which amount includes, among other things, mailing and administrative costs.

41. Accordingly, the Receiver requests that the Court approve the Receiver's legal fees and out-of-pocket costs and expenses, confirm that such fees, costs, and expenses were incurred for the benefit of the Receivership estate, and order that Palumbo pay such legal fees, costs, and expenses cumulatively totaling \$11,299.82. The Receiver's invoice has been submitted to the Court for an *in camera* review. If so authorized by the Court, the Receiver will present such invoice to any party.

WHEREFORE, the Receiver respectfully requests that the Court:

- A. Set this Report down for hearing, and, after such hearing, approve this Report;
- B. Approve the Receiver's request for fees and out-of-pocket expenses in the amount of \$11,299.82;
- C. Approve the Receiver's recommendations on claims and authorize and approve the payment of those claims;
- D. Approve the Receiver's recommendations on disallowed claims;
- E. Find that the Receiver's fees and out-of-pocket expenses are reasonable and were incurred for the benefit of the Receivership estate;

- F. Approve and authorize the Receiver's to pay his fees and out-of-pocket expenses from the Receivership estate;
- G. Approve the Receiver to maintain a \$10,000.01 administrative reserve and authorize the Receiver to pay from that administrative reserve the costs affiliated with the wind down of the Receivership Estate;
- H. Approve the Receiver to maintain the holdbacks recommended above and to pay such state or federal tax liabilities or penalties from those holdbacks;
- I. Approve the Receiver to pay Dean up to \$2,500 to attempt to abate the federal liabilities affiliated with the Delinquent Returns and prepare and file the Current Return;
- J. Approve the Receiver to pay any unused portion of the administrative reserve or any recommended holdback in equal amounts to Abdilmasih and Kamel;
- K. Approve, confirm, and ratify all the acts, doings, and disbursements of the Receiver as of the filing of this Report;
- L. Discharge the Receiver;
- M. Cancel the Receiver's bond; and
- N. Order any and all other relief as the Court deems necessary and just.

CHRISTOPHER J. FRAGOMENI, ESQ.,
solely in his capacity as permanent receiver
of the Companies,

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
SAVAGE LAW PARTNERS, LLP
564 S. Water Street, Providence, RI 02916
P: 401-238-8500 | F: 401-648-6748
chris@savagelawpartners.com

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of June, 2023, I filed and served this document through the electronic filing system on all registered parties. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Christopher J. Fragomeni, Esq.

Exhibit A

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
CHARBEL KAMEL, individually and as a)
member of I155 Victory Highway, LLC,)
and Motorsports & Vintage Garage, LLC,)
Plaintiffs,)

v.)

C.A. No. PC-2022-01828

)
I155 VICTORY HIGHWAY, LLC, and)
MOTORSPORTS & VINTAGE GARAGE,)
LLC, and ELIE D. ABDILMASIH,)
Defendants.)

ORDER

The above-captioned matter came before the Honorable Brian P. Stern on November 7, 2022, on the First Interim Report and First Request for Fees, Costs, and Expenses (“Report”) of Christopher J. Fragomeni, Esq., solely in his capacity as permanent receiver (“Receiver”) of I155 Victory Highway, LLC and Motorsports & Vintage Garage, LLC. After hearing, and without objection, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That the Report is approved;
2. That the acts, doings, and disbursements of the Receiver up to the filing of the Report are hereby approved, confirmed, and ratified;
3. That the Receiver’s fees, costs, and expenses in the amount of \$28,519.87 are approved, fair, reasonable, and were incurred for the benefit of the receivership estate;
4. That the Receiver is authorized to pay his fees, costs, and expenses from the receivership estate; and

5. That the Receiver shall remain in place and these proceedings shall remain in full force and effect until further order of the Court.

ENTERED as an order of this Court on this 10th day of November, 2022.

ENTER:



Brian P. Stern
Associate Justice

Stern, J.

BY ORDER:

/s/ Carin Miley

Clerk

Deputy Clerk I

November 10, 2022

Presented by,
THE RECEIVER,

/s/ Christopher J. Fragomeni

Christopher J. Fragomeni, Esq. (9476)
SAVAGE LAW PARTNERS, LLP
564 S. Water Street, Providence, RI 02916
P: 401-238-8500 | F: 401-648-6748
chris@savagelawpartners.com

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of November, 2022, I filed and served this document through the electronic filing system on all registered parties. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Christopher J. Fragomeni, Esq.

Exhibit B

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

)
CHARBEL KAMEL, individually and as a member)
of 1155 Victory Highway, LLC and Motorsports)
& Vintage Garage, LLC,)
Plaintiffs,)

v.)

)
1155 VICTORY HIGHWAY, LLC, AND)
MOTORSPORTS & VINTAGE GARAGE, LLC,)
and ELIE D. ABDILMASIH,)
Defendants.)

C.A. No.: PC-2022-01828

ORDER

The above-captioned matter came before the Honorable Brian P. Stern on January 11, 2023, on the request and recommendation of Christopher Fragomeni, Esq. (“Receiver”), solely in his capacity as permanent receiver of 1155 Victory Highway, LLC and Motorsports & Vintage Garage, LLC, for authorization to pay the secured claim of Baycoast Bank (“Request”). After hearing, and without objection, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That the Request is granted;
2. That the Receiver is authorized to pay the secured claim of Baycoast Bank as set forth in the Request from the receivership estate; and
3. That the Receiver’s acts, doings, and disbursements relative to the Request are hereby approved, ratified, and confirmed.

ENTERED as an order of this Court this 18th day of January, 2023.

ENTER:


Brian P. Stern
Associate Justice

Stern, J.

Date: January 18, 2023

Presented by:

/s/ Christopher J. Fragomeni

Christopher J. Fragomeni (9476)

SAVAGE LAW PARTNERS, LLP

564 South Water Street, Providence, RI 02903

T: 401.238.8500 | F: 401.648.6748

chris@savagelawpartners.com

BY ORDER:

/s/ Carin Miley
Deputy Clerk I

January 18, 2023

Clerk, Superior Court

Date:

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of January, 2023, I filed and served this document through the electronic filing system on all registered parties. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Christopher J. Fragomeni

Exhibit C

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
CHARBEL KAMEL, individually and as a)
member of 1155 Victory Highway, LLC,)
and Motorsports & Vintage Garage, LLC,)
Plaintiffs,)

v.)

C.A. No. PC-2022-01828

)
1155 VICTORY HIGHWAY, LLC, and)
MOTORSPORTS & VINTAGE GARAGE,)
LLC, and ELIE D. ABDILMASIH,)
Defendants.)

ORDER

The above-captioned matter came before the Honorable Brian P. Stern on April 1, 2022 on Charbel Kamel’s (“Petitioner”) Verified Petition (“Petition”) for the Appointment of a Temporary and Permanent Receiver or a Special Master for 1155 Victory Highway, LLC (“1155 Victory”) and Motorsports & Vintage Garage, LLC (“Vintage Garage,” or collectively with 1155 Victory, the “Companies”). It is hereby

ORDERED, ADJUDGED, AND DECREED

1. That Christopher J. Fragomeni, Esq. of Savage Law Partners, LLP is hereby appointed as Examiner of the Companies with the power and authority to gain full access to all the Companies’ assets and records.

2. That Ron Dean (the “Financial Consultant”) of Withum Smith + Brown, PC is appointed as the Examiner’s Financial Consultant.

3. That all parties shall provide to the Examiner within five (3) days of written request all non-privileged records in their possession or control or in the possession or control of any professional of any such party.

4. That the Examiner shall conduct an investigation into the operations and finances of the Companies and shall file a report with the Court by no later than close of business on May 1, 2022, making factual findings and recommendations as the Examiner believes are appropriate, including the Examiner's recommendation as to whether or not the examinership should continue and/or whether or not a Receiver should be appointed for the Companies.

5. That the Companies shall pay no invoices or otherwise disburse any monies during the pendency of the Examiner's appointment, except as may be approved, in writing, by the Examiner. Notwithstanding the foregoing, the Companies' payroll may continue as presently configured insofar as the same is administered through a payroll service utilized by the Companies.

6. That the status quo with regard to the Companies' business operations shall be continued pending the Examiner's report and recommendation to the Court.

7. That the Court shall conduct a hearing on the Examiner's report on the 11th day of May, 2022 at 11:00am a.m./p.m.

8. That the Examiner and Financial Consultant shall be entitled to be paid for their reasonable fees and expenses that may be approved by the Court after hearing and notice thereof to all parties.

ENTERED as an Order of this Court this 11th day of April, 2022.

BY ORDER:


Brian P. Stern
Associate Justice

STERN, J.

April 11, 2022

ENTER:

/s/ Carin Miley

CLERK **Deputy Clerk I**

April 11, 2022

Presented by:

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
Savage Law Partners, LLP
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CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of April, 2022, I electronically filed and served this document through the court's electronic filing system. The document is available for viewing and/or downloading from the Rhode Island Judiciary's electronic filing system.

/s/ Christopher J. Fragomeni