

**HEARING DATE: March 25, 2025 at 12:00 p.m.**

**WEBEX VIRTUAL HEARING**

**PARTICIPANTS CONTACT COURT FOR DETAILS**

**INFORMATION ON PUBLIC ACCESS AVAILABLE AT WWW.COURTS.RI.GOV  
BUSINESS CALENDAR**

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

\_\_\_\_\_  
URBAN COLLABORATIVE and )  
FUND FOR UCAP, )  
*Plaintiffs,* )

v. )

C.A. No.: PC-2022-05622

NATHAN KAUFMAN, )  
*Defendant.* )  
\_\_\_\_\_ )

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

NOW COMES Christopher J. Fragomeni, Esq. (“Receiver”), solely in his capacity as permanent receiver, and hereby reports to the Court with regard to the status of the above-referenced receivership proceeding. In support hereof, the Receiver respectfully represents to the Court the following:

**BACKGROUND**

1. Urban Collaborative (“UCAP School”) is a nonprofit corporation that operates a public school in the City of Providence, which supports at-risk Rhode Island middle schoolers and provides programming that includes early and intensive intervention, accelerated learning opportunities, personal attention to students’ needs in a small-school environment, and extended learning and social growth opportunities. *See* Amend. Verified Compl. at ¶¶ 1, 3; Nathan Kaufman’s Ans. to the Pl.’s Amend. Compl. (“Ans.”) at ¶¶ 1, 3.

2. The Fund for UCAP (the “Fund,” or collectively with the UCAP School, the “Plaintiffs”) is a nonprofit corporation that exists to support the UCAP School. *See* Amend. Verified Compl. at ¶ 4; Ans. at ¶ 4.

*Civil Suit*

3. On or about September 23, 2022, UCAP School and the Fund filed a verified complaint against Nathan Kaufman (“Kaufman”). In their verified complaint, Plaintiffs alleged that Kaufman—while he was the Director of Finance and Operations of the UCAP School and the Fund—embezzled \$3 million from the UCAP School and the Fund and deposited it into his personal TD Ameritrade account. *See* Verified Compl. at ¶¶ 13-31.

4. On the same day, the Plaintiffs filed an *Ex Parte* Application for the Appointment of a Receiver (“Motion for Receiver”), requesting that the Court appoint a temporary and permanent receiver of Kaufman’s personal TD Ameritrade account to preserve the status quo, protect against volatilities in the stock market, and preclude Kaufman from using those funds to trade stocks, withdrawing money, and initiating transfers. *See* Motion for Receiver at ¶¶ 20-22.

5. Also on the same day, the Plaintiffs filed a *Ex Parte* Motion for Temporary Restraining Order and Injunctive relief, requesting, among other things, that the Court enjoin Kaufman from accessing his personal TD Ameritrade account, placing trades, withdrawing funds, or transferring funds from that account. *See id.* at 20. The Court Granted the TRO by Order entered on September 23, 2022. A copy of that Order is attached hereto as **Exhibit A**.

6. Five days later—on September 28, 2022—the Court entered an order (“Appointment Order”), granting the Motion for Receiver and appointing the Receiver as temporary receiver of all cash, stocks, bonds, intangibles, property, or assets of any kind held in or on behalf of the account of Kaufman at TD Ameritrade (“TD Account”). A copy of the Appointment Order is attached hereto as **Exhibit B**.

7. The next day, the Receiver posted a bond in compliance with the Appointment Order. A copy of the bond is attached hereto as **Exhibit C**.

8. On September 29, 2022, Kaufman was served with the Citation issued in this proceeding. The return of service for the Citation is attached hereto as **Exhibit D**.

9. Notice of the Receiver's temporary appointment was published in *The Providence Journal* on October 17, 2022. A copy of the proof of publication is attached hereto as **Exhibit E**.

10. On October 21, 2022, Kaufman objected to the Receiver's appointment as permanent receiver.

11. On November 3, 2022, the Plaintiffs filed a motion to amend their verified complaint ("Amended Complaint"), which was granted by rule of Court. *See* Order attached hereto as **Exhibit F**. In the Amended Complaint, the Plaintiffs (1) reasserted their original claim that Kaufman embezzled \$3 million and deposited it into his personal TD Ameritrade account; (2) added a new plaintiff, Fund for UCAP Realty Company ("UCAP Realty"); (3) clarified that Kaufman's personal TD Ameritrade account ended in 7510; (4) alleged that Albatross Consulting, LLC—an entity purportedly controlled by Kaufman—received several checks from UCAP Realty that were not authorized; and (5) alleged that Kaufman, without any authority, increased his weekly pay amounts.

12. On November 14, 2022, after hearing and consideration of Kaufman's objection to the Receiver's permanent appointment, the Court entered an Order that appointed the Receiver as permanent receiver of the TD Account. A copy of that Order is attached hereto as **Exhibit G**.

13. Notice of the Receiver's permanent appointment was published in *The Providence Journal* on December 12, 2022. A copy of the proof of publication is attached hereto as **Exhibit H**.

*Criminal Matter (62-2022-09024 and P2-2023-0919A)*

14. On September 20, 2022, a criminal complaint was filed against Kaufman in the Rhode Island District Court, alleging that (1) he embezzled over one hundred dollars from UCAP School, in violation of R.I. Gen. Laws § 11-41-3 and § 11-41-5; and (2) he accessed a computer for fraudulent purposes, in violation of § 11-52-2. After his initial appearance, Kaufman was released on surety bail.

15. That case was moved to the Superior Court on April 13, 2023, when, on that same day, the State charged Kaufman by a criminal information. Kaufman was arraigned, pleaded not guilty, and was released on surety bail. Upon information and belief, that matter continues to progress toward trial.

**ACTIONS AFTER APPOINTMENT**

*Liquidation of TD Account and Investment of Proceeds*

16. On September 29, 2022—the day after the Receiver was appointed—the Receiver sent a letter to the Managing Director of Charles Schwab & Co., Inc. (“Charles Schwab”), notifying him of the Receiver’s appointment; requesting certain information; and informing him that absolutely no transactions to or from the TD Account should be permitted without the Receiver’s prior, written consent.

17. In response to that letter, representatives of Charles Schwab assisted the Receiver with (1) obtaining 12 months of statements for the TD Account for the Receiver’s review; and (2) liquidating the TD Account.

18. The Receiver believed, in his business judgment, that liquidating the TD Account was the best way to preserve the status quo due to the extreme volatility in the stock market at that time. For instance, at that time, the S&P 500 index was down 19.4%, the Nasdaq fell 33.1%, and

the Dow Jones Industrial Average decreased 8.9%. *See* Wang, Echo, *Wall Street Ends 2022 With Biggest Annual Drop Since 2008* REUTERS (Dec. 30, 2022), available at <https://www.reuters.com/markets/us/futures-slip-last-trading-day-torrid-year-2022-12-30/>. The Receiver was concerned that, due to decreasing stock prices, the liquidation value of the TD Account would decrease if he did not liquidate it as soon as possible.

19. On October 19, 2022, the Receiver received the proceeds of the liquidation of the TD Account, totaling \$1,349,988.77 (“Proceeds”). To preserve—and increase—the value of the Proceeds, the Receiver deposited the Proceeds into a money market account at Washington Trust, which guaranteed the Receiver a 3.5% interest rate.

20. Since depositing the Proceeds with Washington Trust, through January 31, 2025, the Proceeds have generated, and the Receiver has received, \$85,440.33 in interest. That amount will continue to increase.

### *Litigation*

21. As discussed above, the Receiver was appointed over the *res* of the TD Account while the Plaintiffs and Kaufman litigated the Plaintiffs’ claims. As a result, the Receiver regularly attended Court conferences and hearings related to the TD Account, Kaufman’s access to the TD Account; and the Plaintiffs’ motions for temporary restraining order and preliminary injunction relating to Kaufman’s use of his personal accounts. The Receiver was also privy to discovery propounded between the parties, including noticed depositions and served subpoenas.

### *The Receiver’s Review of TD Account’s Statements*

22. As set forth above, the Receiver requested and received one year of statements for the TD Account for the period between August 1, 2021 and August 31, 2022 (collectively, “Statements”). Below, the Receiver sets forth a summary of his review of the Statements.

23. In providing this summary for the Court, however, the Receiver does so only for informational purposes and based solely upon the documentation that the Receiver currently possesses. The Receiver, in no way, sets forth or adopts a position on the merits of the parties' claims or as to whether the transfers were illegal or whether Kaufman is liable to the Plaintiffs civilly or criminally. Whether the transfers were illegal or unauthorized is for the parties to litigate in this matter or for disposition in any pending criminal proceedings.

24. As it relates to the TD Account, the Plaintiffs allege that Kaufman transferred \$3 million to the TD Account as follows:

Date	Amount	Account From	Account To	Complaint Allegation
January 25, 2022	\$750,000	UCAP School (0374)	TD Account (7510)	¶¶ 16, 20, Ex. A
February 14, 2022	\$250,000	UCAP School (0374)	TD Account (7510)	¶¶ 16, 21, Ex. B
March 22, 2022	\$1,000,000	Fund (1342)	TD Account (7510)	¶¶ 16, 22, Ex. C
May 10, 2022	\$1,000,000	UCAP School (0374)	TD Account (7510)	¶¶ 16, 23, Ex. D
<b>TOTAL</b>	<b>\$3,000,000</b>			

25. As of January 1, 2022, the beginning cash balance of the TD Account was -\$481.18. There was one \$750,000 deposit into the TD Account on January 25, 2022. However, even when accounting for that deposit, the cash balance of the TD Account fell even further. As of January 31, 2022, the TD Account reflected a closing cash balance of -\$275,417.98, which accounted for expenses (-\$1,304.91), and debits for the costs of securities purchased (-\$3,510,439.26), as well as credits for income (\$0.02) and proceeds of securities sold (\$2,486,807.35).<sup>1</sup>

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<sup>1</sup> When there is an unfunded loss on the TD Account, the loss becomes a "margin loan," which is essentially a loan against the value of the stocks owned by the TD Account. The margin loan accrues interest and fees. Notably, a margin loan accrued on the TD Account beginning in October 2021 when the TD account incurred a negative closing balance of -\$1,971.69.

26. It appears that the \$750,000 deposit into the TD Account may have come from UCAP School. Under a section entitled “Online Cash Services Summary,” the statement shows an “Electronic Transfer” of \$750,000 deposited into the TD Account. Under another section entitled “Online Cash Services Transaction Detail,” the statement includes a line item, which reflects a deposit of \$750,000 on January 25, 2022 with the following, corresponding description: “Wire Received URBAN COLLABORATIVE.” Between January 20, 2022 and January 26, 2022, it also appears that Kaufman attempted several \$250,000 deposits on January 20, 2022, January 21, 2022, January 24, 2022, and January 6, 2022, all of which appear to have been reversed for “Insufficient Funds.”

27. Notably, between January 1, 2022 and January 31, 2022, the TD Account incurred \$378,429.87 in unrealized losses, and the margin loan—which had a beginning balance of -\$481.18—increased to -\$275,417.98.

28. As of February 1, 2022, the beginning cash balance of the TD Account was -\$275,417.98. According to the statement, there was one \$250,000 deposit into the TD Account on February 14, 2022. With that deposit, the negative beginning cash balance was substantially reduced to -\$73,533.28, which accounted for the \$250,000 deposit, expenses (-\$565.85), debits for the costs of securities purchased (-\$2,291,059.16), and credits for income (\$0.09) and proceeds of securities sold (\$2,243,509.62).

29. It appears that the \$250,000 deposit into the TD Account may have come from UCAP School. Under the “Online Cash Services Summary” section of the TD Account statement for the period February 1, 2022 to February 28, 2022, an “Electronic Transfer” in the amount of \$250,000 is listed as deposited into the TD Account. Under another section entitled “Online Cash Services Transaction Detail,” the statement includes a line item that indicates that \$250,000 was

deposited on February 24, 2022 with the following description: “Wire Received URBAN COLLABORATIVE.”

30. Between February 1, 2022 and February 28, 2022, the TD Account incurred unrealized losses in the amount of \$592,389.92, and the margin loan decreased from -\$275,417.98 to -\$73,533.28.

31. As of March 1, 2022, the beginning cash balance of the TD Account was -\$73,533.28. There was a single \$1 million deposit into the TD Account on March 22, 2022. With that deposit, the negative beginning cash balance nevertheless increased to -\$415,646.20, which accounted for the \$1 million deposit, expenses (-\$1,134.21), and debits for the costs of securities purchased (-\$77,851,488.89), as well as credits for income (\$1.47) and proceeds of securities sold (\$76,510,508.71).

32. It appears that the \$1 million deposit into the TD Account may have come from the Fund. Under the “Online Cash Services Summary” section of the TD Account statement for the period March 1, 2022 to March 31, 2022 is an “Electronic Transfer” of \$1 million deposited into the TD Account. Under another section entitled “Online Cash Services Transaction Detail,” the statement includes a line item that indicates that \$1 million was deposited on March 22, 2022 with a description of “FUND FOR UCAP.”

33. Between March 1, 2022 and March 31, 2022, the TD Account incurred unrealized losses in the amount of \$858,279.84, and the margin loan increased from -\$73,533.28 to -\$415,646.20.

34. As of April 1, 2022, the beginning balance of the TD Account was -\$415,646.20, which decreased to -\$373,614.83 as of April 30, 2022. There were no deposits in April 2022.



During the month of April, the TD Account incurred unrealized losses in the amount of -\$827,381.18, and the margin loan decreased from -\$415,646.20 to -\$373,614.83.

35. As of May 1, 2022, the beginning cash balance of the TD Account was -\$373,614.83. There was one \$1 million deposit into the TD Account on May 10, 2022. Despite that deposit, the negative beginning cash balance increased to -\$1,309,804.14, which accounted for the \$1 million deposit, expenses (-\$6,488.63), and debits for the costs of securities purchased (-\$46,624,903.92), as well as credits for income (\$0.37) and proceeds of securities sold (\$44,695,202.87).

36. It appears that the \$1 million deposit into the TD Account may have come from UCAP School. Under the "Online Cash Services Summary" section of the TD Account statement for the period May 1, 2022 to May 31, 2022 is an "Electronic Transfer" of \$1 million deposited into the TD Account. Under another section entitled "Online Cash Services Transaction Detail," the statement includes a line item that indicates that \$1million was deposited on May 10, 2022 with a description of "Wire Received URBAN COLLABORATIVE."

37. During the month of May 2022, the TD Account incurred unrealized losses in the amount of \$1,297,907.93, and the margin loan increased from -\$373,614.83 to -\$1,309,804.14.

38. Between June 1, 2022 and August 31, 2022 there were no deposits into the TD Account. During that time, the negative beginning cash balance of the account (-\$1,309,804.14 as of June 1, 2022) decreased (-\$841,612.72 as of August 31, 2022). Also during that time, the margin loan decreased from -\$1,309,804.14 to -\$841,612.72, and the TD Account incurred unrealized losses of \$1,908,279.62 for the month of June 2022, \$1,635,926.32 for the month of July 2022, and \$1,424,367.39 for the month of August 2022.

39. As of August 31, 2022, the TD Account held stocks valued at \$2,687,979.60 and a margin loan in the amount of -\$841,612.72.

**CASH ON HAND AND REQUEST FOR FEES COSTS AND EXPENSES**

40. On December 19, 2022, the Receiver liquidated the TD Account, resulting in proceeds in the amount of \$1,349,988.77. That liquidation paid off any outstanding margin loan, fees, costs, and expenses. As discussed *supra*, the Receiver deposited those proceeds into a money market account at Washington Trust. Since that time, the Receiver has obtained \$85,440.33 in interest from the Proceeds, which increased the value of the proceeds to a total of \$1,435,400.55 as January 31, 2025.

41. The Receiver and members of the Receiver's law firm have devoted a cumulative total of approximately 41.8 hours to this matter, and incurred \$14,694.50 in legal fees. For this matter, attorneys were billed at a rate between \$260 and \$385 per hour, and paralegals were billed at a rate of \$150 per hour. The Receiver confirms that those fees were incurred as necessary for the benefit of the Receivership estate.

42. Additionally, the Receiver incurred \$2,509.15 in out-of-pocket expenses, which include, among other things, the costs of publications, mailings, and requests for citations.

43. Accordingly, Receiver requests that the Court approve the Receiver's legal fees and out-of-pocket costs and expenses, and confirm that such fees, costs, and expenses were incurred for the benefit of the Receivership estate, cumulatively totaling \$17,203.65. 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 First Interim Report and First Request for Fees, Costs, and Expenses (“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 \$17,203.65;
- C. Authorize and approve the Receiver to pay his fees, costs, and expenses from the receivership estate;
- D. Approve, confirm, and ratify all the acts, doings, and disbursements of the Receiver as of the filing of this Report; and
- E. Order any and all other relief as the Court deems necessary and just.

CHRISTOPHER J. FRAGOMENI, ESQ.,  
ONLY AS PERMANENT RECEIVER  
AND NOT INDIVIDUALLY

/s/ Christopher J. Fragomeni, Esq.  
Christopher J. Fragomeni (9476)  
SAVAGE LAW PARTNERS, LLP  
564 S. Water Street, Providence, RI 02903  
P: 401-238-8500  
[chris@savagelawpartners.com](mailto:chris@savagelawpartners.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on the 11th day of March 2025, 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 A

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

URBAN COLLABORATIVE,  
Plaintiff

v.

NATHAN KAUFMAN,  
Defendant

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:  
:  
:

P.C. 22-05622

**ORDER**

On 9/23/22 Plaintiff's Motion for a Temporary Restraining Order and Injunctive Relief (attached hereto as **Exhibit A**) was heard before the Honorable KRAUSE. By order of the Court, the Plaintiff's Motion was GRANTED and it is hereby ordered as follows:

1. Defendant, his agents, servants, employees and all persons acting under or in concert with him, are hereby restrained and enjoined from the following conduct:

Accessing Defendant's TD Ameritrade account ending in 4561, including prohibition from placing trades, withdrawing funds, and transferring funds to other financial institutions.

That the Defendant is enjoined and restrained from accessing or utilizing any and all bank accounts in his possession, custody, or control.

2. TD Ameritrade, Inc., including all its branches, iterations, departments, holding companies, agents, servants, and employees are hereby restrained and enjoined from the following conduct:

Allowing access of any person to the account under the Defendant's name with the last four digits of 4561, including prohibition by any person from placing trades, withdrawing funds, and transferring funds to other financial institutions.

3. Notwithstanding this Order, the Temporary Restraining Order dated 9/23/22, will remain in full force and effect ~~until further order~~ of this Court.

*for 10 (ten) days.*

ENTERED:

BY ORDER:

*M.K. Rachiele*

*PK Krause*

*[Signature line]*

A handwritten signature in black ink, appearing to be "M. R. Freney", written over a horizontal line.

**PROOF OF SERVICE**

I hereby certify that on this <sup>31<sup>st</sup></sup> day of September 2022 that the within order was served, in hand, upon TD Ameritrade, Inc. via its registered agent.

A handwritten signature in black ink, appearing to be "Mark R. Freney", written over a horizontal line.  
MARK R. FRENEY.

# EXHIBIT B

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

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URBAN COLLABORATIVE and,  
FUND FOR UCAP

Plaintiff

v.

P.C. 2022-05622

NATHAN KAUFMAN,

Defendant

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**ORDER APPOINTING TEMPORARY RECEIVER**

Plaintiffs' Application for the Appointment of a Temporary Receiver came for hearing before the Honorable Justice Stern on September 27, 2022. It is hereby

**ORDERED, ADJUDGED, AND DECREED**

1. That Plaintiff's Application for a Temporary Receiver is hereby GRANTED;
2. That Christopher J. Fragomeni, Esq., of Savage Law Partners, LLP, 564 S. Water Street, Providence, Rhode Island, be and hereby is appointed as Temporary Receiver (the "Receiver") of all cash, stocks, bonds, intangibles, property, or assets of any kind held in or on behalf of the account of Nathan Kaufman at TD Ameritrade (the "Account");
3. That the Receiver shall, no later than five (5) days from the date hereof, file a bond in the sum of \$ 10,000.00 with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Receiver will well and truly perform the duties of said office and duly account for all moneys and property which may come into the Receiver's hands and abide by and perform all things which the Receiver will be directed to do by this Court.
4. The Receiver is empowered to and shall take full access and control of the Account. The Receiver is further empowered and authorized to take any and all actions relative to the



Account to protect the status quo and the assets in the Account, including selling, transferring, freezing, liquidating or otherwise encumbering any and all assets held in the Account.

5. TD Ameritrade shall provide to the Receiver any and all access to the Account to effectuate the purposes of this Order and shall provide to the Receiver any and all information pertaining to the Account requested by the Receiver, and the Receiver is authorized to access any accounts held, owned, or accessed by Nathan Kaufman to which funds were transferred, deposited, sold, or otherwise moved from the Account;

6. That the commencement, prosecution, or continuance of the prosecution, of an action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against the account or any of their property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against the Account, or the taking or attempting to take into possession any property in the Account, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract relative to the Account, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, without prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

7. That a Citation be issued to Nathan Kaufman, returnable to the Superior Court sitting at Providence County, Providence, Rhode Island on October 24, 2022 at 10:00am a.m./p.m. at which time and place this cause is set down for hearing on the prayer for the appointment of a permanent receiver; that the Clerk of this Court shall give notice of the

pendency of the Petition herein by publishing this Order Appointing Temporary Receiver once in *The Providence Journal* on or before October 17, 2022, and the Receiver shall give further notice by mailing on or before October 17, 2022 a copy of said Order Appointing Temporary Receiver to Nathan Kaufman.

ENTERED as an order of this Court this 28th day of September, 2022.

ENTERED:

BY ORDER:

/s/ Brian P. Stern, J.

Stern, J.

/s/ Carin Miley  
Deputy Clerk I

Clerk, Superior Court  
September 28, 2022

DATE: September 28, 2022

Submitted by:  
The Plaintiff,  
Urban Collaborative,  
By its Attorneys,

/s/ Mark R. Fleury

Matthew R. Plain |R.I. Bar No. 7281  
mplain@bartongilman.com  
Mark R. Fleury |R.I. Bar No. 6685  
mfleury@bartongilman.com  
Barton Gilman LLP  
One Financial Plaza, 18<sup>th</sup> Floor  
Providence, RI 02903  
(401) 273-7171 |(401) 273-2904 – Fax

### **PROOF OF SERVICE**

I hereby certify that on this 27<sup>th</sup> day of September 2022, a copy of the within Order was served upon the following individual, at:

Nathan Kaufman  
29 Joy Street  
Providence, RI 02908

/s/ Mark R. Fleury

# EXHIBIT C

Bond No. B 1268113

**URBAN COLLABORATIVE AND FUND FOR UCAP**  
Plaintiff(s)

Vs.

**NATHAN KAUFMAN**  
Defendant(s)

**RECEIVER'S BOND**

**KNOW ALL BY THESE PRESENTS:** That we Christopher J Fragomeni  
As Principal (s), and Selective Insurance Company of America a New Jersey corporation  
authorized to transact surety business in the State of Rhode Island, as Surety, are held and firmly bound unto the  
SUPERIOR Court of the County of PROVIDENCE State aforesaid, as Obligee in the  
penal sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of  
America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, by an order of the SUPERIOR Court of the County of PROVIDENCE  
State aforesaid, duly made on 09/27/2022, in the above titled action, the above bounden  
Christopher J Fragomeni  
Was appointed Receiver therein, and he was ordered before entering upon the discharge of his duties as such  
Receiver, to execute a bond according to law in the said sum of \$10,000.00

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, That, the said  
Christopher J Fragomeni as such Receiver, shall faithfully discharge  
his duties in this action and obey the orders of the Court therein; then this obligation shall be void, otherwise to  
remain in force and effect.

**SIGNED AND SEALED** this 28th day of September, 2022

**Christopher J Fragomeni**

By \_\_\_\_\_  
Principal

Selective Insurance Company of America

By Andrew P. Troy  
Attorney in Fact  
**Andrew P. Troy**



Selective Insurance Company of America  
 40 Wantage Avenue  
 Branchville, New Jersey 07890  
 973-948-3000

**BondNo.B 1268113**

**POWER OF ATTORNEY**

Receiver

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Andrew P. Troy**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Ten Thousand Dollars (\$10,000.00)**

Signed this 28th day of September, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

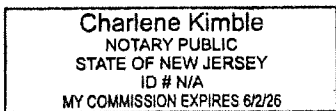
Brian C. Sarisky  
 Its SVP, Strategic Business Units, Commercial Lines



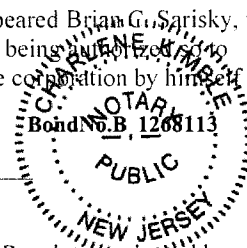
CERTIFIED COPY

STATE OF NEW JERSEY :  
 :ss. Branchville  
 COUNTY OF SUSSEX :

On this 28th day of September, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, did, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

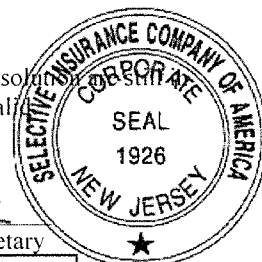
"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions have full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 28th day of September, 2022

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.



Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

Bond No. B 1268113

STATEMENT OF FINANCIAL CONDITION

Receiver

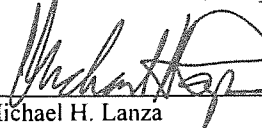
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:


<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	<u>838,299</u>
Other admitted assets	<u>197,698</u>		
Total admitted assets	<u>3,160,635</u>	Total liabilities and surplus as regards policyholders	<u>3,160,635</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

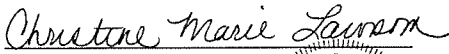
IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.

  
 Michael H. Lanza  
 SICA Corporate Secretary



STATE OF NEW JERSEY :  
:ss. Branchville  
COUNTY OF SUSSEX :

On this 30th day of March 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

  
Notary Public  
My Commission Expires:



CHRISTINE MARIE LAWSON  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 15, 2024

# EXHIBIT D



**RECEIVERSHIP CITATION  
STATE OF RHODE ISLAND**

Office of the Clerk of the Superior Court

Providence County

PC: 2022-5622

*To the Sheriffs of our Several Counties,  
or to their Deputies,*

You are hereby required to notify: .....

..... **Nathan Kaufman** .....  
..... *Respondent*.....

...of the filing in this office of a petition by .....

..... **Urban Collaborative and, Fund for UCAP** .....  
..... *Petitioners* .....

..... representing, among other things, that the respondent corporation is insolvent in that it is unable to meet..  
..... its obligations as they mature in the ordinary course of business and.....  
..... that the appointment of a Receiver is advisable to conserve and protect the assets and effects.....  
..... from potential suits and attachments.....

.....AND PRAYING.....

..... That the Court appoint a receiver for Respondent Corporation.....

..... and also cite the said respondent to appear before our Superior Court, at **Providence** in  
the County of **Providence** on **24<sup>th</sup> day of October, 2022, A.D, at 10:00 o'clock AM**, that  
s(he) may then and there show cause , if any s(he) has, why the prayer of  
said petition should not be granted.

Hereof fail not and make true return of this writ with your doings thereon.

Witness, the Seal of our SUPERIOR COURT, this 29<sup>th</sup> day of September, 2022 A.D



.../s/ SUSAN M DIGGINS..., CLERK





### SUPERIOR COURT

<b>Petitioners</b> <b>Urban Collaborative and, Fund for UCAP</b> VS <b>Respondent</b> <b>Nathan Kaufman</b>	<b>Civil Action File Number</b> <b>PC-2022-05622</b>
---	---

**PROOF OF SERVICE**

I hereby certify that on the date below I served a copy of the Citation dated 9/29/02 received herewith upon the Defendant, Nathan Kaufman, by delivering or leaving said papers in the following manner:

With the Defendant personally. [Signature] *c Parkig lot of McDonalds 285 Armistice Blvd Pawtucket RI*

At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.  
Name of person of suitable age and discretion \_\_\_\_\_  
Address of dwelling house or usual place of abode \_\_\_\_\_

Age \_\_\_\_\_  
Relationship to the Defendant \_\_\_\_\_

I was unable to make service after the following reasonable attempts: \_\_\_\_\_

SERVICE DATE: 10 / 7 / 22 10:35 AM | SERVICE FEE \$ 50<sup>e</sup>  
Month Day Year

Signature of SHERIFF or DEPUTY SHERIFF or **CONSTABLE** [Signature] Kenneth R. Norigian  
RI Constable # 6091

# EXHIBIT E

# LOCALiQ

## NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

### PROOF OF PUBLICATION


Savage Law Partners, Llp  
564 SOUTH WATER ST  
PROVIDENCE RI 02903

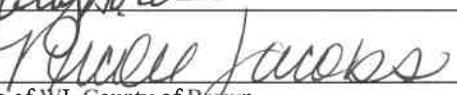
STATE OF RHODE ISLAND, COUNTY OF PROVIDENCE

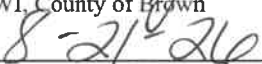
The Providence Journal, a newspaper printed and published in the city of Providence, and of general circulation in the County of Providence, State of Rhode Island and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

10/17/2022

and that the fees charged are legal.  
Sworn to and subscribed before on 10/17/2022

  
\_\_\_\_\_  
Legal Clerk

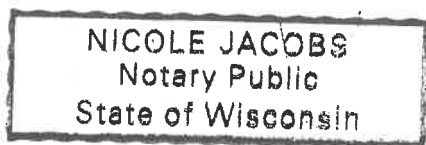
  
\_\_\_\_\_  
Notary, State of WI, County of Brown

  
\_\_\_\_\_  
My commission expires

Publication Cost:	\$820.80	
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**THIS IS NOT AN INVOICE!**

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STATE OF RHODE ISLAND  
SUPERIOR COURT  
PROVIDENCE, SC.  
URBAN COLLABORATIVE  
and FUND FOR UCAP  
Plaintiff

v.  
NATHAN KAUFMAN,  
Defendant

P.C. 2022-05622  
NOTICE OF ORDER  
APPOINTING  
TEMPORARY RECEIVER

Please take notice that on September 28, 2022, an Order appointing Temporary Receiver ("Order") was entered by the Providence County Superior Court in the above-captioned matter. Said Order appointed Christopher J. Fragomeni, Esq. as Temporary Receiver ("Receiver") of all cash, stocks, bonds, intangibles, property, or assets of any kind held in or on behalf of the account of Nathan Kaufman at TD Ameritrade (the "Account"). Said Order, the original of which is on file in the Office of the Clerk of the Providence County Superior Court, and which Order is incorporated herein by reference as if it were set forth in full in this Notice, contains, inter alia, the following provisions:

The Receiver is empowered to and shall take full access and control of the Account. The Receiver is further empowered and authorized to take any and all actions relative to the Account to protect the status quo and the assets in the Account, including selling, transferring, freezing, liquidating or otherwise encumbering any and all assets held in the Account.

That the commencement, prosecution, or continuance of the prosecution, of an action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against the account or any of their property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against the Account, or the taking or attempting to take into possession any property in the Account, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract relative to the Account, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, without prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

That a Citation be issued to Nathan Kaufman, returnable to the Superior Court sitting at Providence County, Providence, Rhode Island on October 24, 2022 at 10:00 a.m. at which time and place this cause is set down for hearing on the prayer for the appointment of a permanent receiver . . . .

ENTERED as an order of this Court on the 28th day of September, 2022.

ENTER:  
Brian P Stern  
Associate Justice

BY ORDER:  
Susan M Diggins  
Clerk

# EXHIBIT F

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

URBAN COLLABORATIVE and  
FUND FOR UCAP,  
Plaintiffs

v.

NATHAN KAUFMAN,  
Defendant

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P.C.: 2022-05622

**ORDER**

The above matter was scheduled to be heard on November 17, 2022, before the Honorable Kevin McHugh, in Providence County Superior Court, on Plaintiffs Urban Collaborative and Fund for UCAP’s Motion to Amend Complaint.

After hearing thereon, it is hereby:

**ORDERED, ADJUDGED, and DECREED:**

1. The Plaintiff’s Motion to Amend Complaint is GRANTED by Rule of Court.

Entered as an Order of this Court this \_\_\_\_ day of \_\_\_\_\_, 2022.

Entered:

Per Order:

\_\_\_\_\_

\_\_\_\_\_  
/s/ Victoria Reakes-Higgins  
Deputy Clerk  
November 25, 2022

Presented by:



---

Matthew R. Plain | R.I. Bar No. 7281  
mplain@bartongilman.com  
Mark R. Fleury | R.I. Bar No. 6685  
mfleury@bartongilman.com  
Barton Gilman LLP  
One Financial Plaza, 18<sup>th</sup> Floor  
Providence, RI 02903  
(401) 273-7171 | (401) 273-2904 – Fax

### **CERTIFICATE OF SERVICE**

I, Mark R. Fleury, Attorney for Plaintiffs, Urban Collaborative and Fund for UCAP, hereby certify that on November 18, 2022, I mailed a copy of the foregoing:

1. Order

Via Odyssey File & Serve and/or by electronic mail, to:

Angelica L. Bovis, Esq.  
JOSEPH J. VOCCOLA & ASSOCIATES  
454 Broadway  
Providence, RI 02909  
[angelica@jjvlaw.com](mailto:angelica@jjvlaw.com)

Christopher J. Fragomeni, Esq.  
SAVAGE LAW PARTNERS, LLP  
564 W. Water Street  
Providence, RI 02903  
[chris@savagelawpartners.com](mailto:chris@savagelawpartners.com)

/s/ Mark R. Fleury

# EXHIBIT G



STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

---

URBAN COLLABORATIVE and,  
FUND FOR UCAP  
*Plaintiff*

v.

NATHAN KAUFMAN,  
*Defendant*

---

P.C. 2022-05622

**ORDER APPOINTING PERMANENT RECEIVER**

This cause came to be heard on the Petition for Appointment of Receiver for the Respondent, and it appearing that the notice provided by the Order of this Court previously entered herein has been given, and upon consideration thereof, it is hereby

**ORDERED, ADJUDGED AND DECREED:**

1. That Christopher J. Fragomeni, Esq., of Savage Law Partners, LLP, 564 S. Water Street, Providence, Rhode Island, be and hereby is appointed as Permanent Receiver (the "Receiver") of all cash, stocks, bonds, intangibles, property, or assets of any kind held in or on behalf of the account of Defendant/Respondent Nathan Kaufman at TD Ameritrade (the "Account").

2. That said Receiver has already posted a bond in the amount of \$10,000 with corporate surety thereon authorized to do business in the State of Rhode Island conditioned that the Receiver will well and truly perform the duties of said office.

3. That said Receiver be and hereby is authorized, empowered and directed to take possession and charge of the Account and all its assets, effects, and property, including cash value of any assets of the Account, and to preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property and other assets and effects of said Account,

with full power to prosecute, defend, adjust and compromise all claims and suits of, by or against said Account and to appear, intervene or become a party in all suits, actions or proceedings relating to said Account as may in the judgment of the Receiver be necessary or desirable for the protection, maintenance and preservation of the property and assets in the Account.

4. That this appointment is made in succession to the appointment of Temporary Receiver heretofore made by order of this Court, and the Receiver shall take and be vested with the title to all assets, property and choses-in-action which have heretofore accrued to the Temporary Receiver with power to confirm and ratify in writing such agreements as are entered into by such Temporary Receiver and to carry out and perform the same.

5. That the Receiver is authorized, in the Receiver's discretion, to employ such persons as may be desirable for the protection, evaluation, or investment of the Account and its assets (except that the Receiver shall first obtain *ex parte* approval to hire attorneys, accountants, and turnaround professionals).

6. That the Receiver is authorized to incur expenses for goods and services and to purchase for cash such merchandise, supplies and materials as in the Receiver's discretion may be desirable or necessary to protect the Account and its assets.

7. That said Receiver be and hereby is authorized and empowered to sell, transfer and convey said Receiver's right, title and interest and the right, title and interest in the Account in and to any real property or personal property, tangible or intangible, for such sum or sums of money as to said Receiver appears reasonable and proper, at private sale or sales, provided, however, that approval is first given for such sale or sales by this Court on *ex parte* application by the Receiver, or after such notice as the Court may require.

8. That the Receiver is hereby authorized and empowered to sell at public auction any or all of the assets referred to in Paragraph 7. The Receiver is also authorized to engage an auctioneer and to insert such display ads within or without the State of Rhode Island as the Receiver deems proper advertising for such sale. Such a public auction sale conducted by said Receiver in accordance with the provisions of this paragraph shall be considered and is hereby declared to be a commercially reasonable sale, and such sale shall constitute compliance with the requirements of a commercially reasonable sale as set forth in Article 9 of the Uniform Commercial Code as enacted in Rhode Island.

9. That said Receiver be, and hereby is, authorized and empowered, as soon as there are sufficient funds available, to pay all City, State and United States taxes of any kind, nature and description, including withholding taxes, as well as wages due employees, with such employees being relieved of the necessity of filing claims with the Receiver unless the amount paid or shown on the books of the Respondent is not acceptable to any employee, in which case said employee may file his/her claim in the same manner as other creditors.

10. In fulfillment of the reporting requirements set forth in Rule 66(e) of the Superior Court Rules of Civil Procedure, the Receiver shall file with the Court the Reports referred to in said Rule, as and when the Receiver deems necessary or advisable under the circumstances, or, in any event, as and when required by Order of this Court. In addition, the Receiver shall file with the Court, on or before May 1 and October 1 of each year, a Receivership Control Calendar Report in accordance with Rhode Island Superior Court Administrative Order No. 98-7.

11. That the Receiver shall continue to discharge said Receiver's duties and trusts hereunder until further order of this Court; that the right is reserved to the Receiver and to the parties hereto to apply to this Court for any other or further instructions to said Receiver and that

this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

12. All creditors or other claimants hereby are ordered to file under oath with the Receiver at 564 S. Water Street, Providence, Rhode Island 02903 on or before March 14, 2023, a statement setting forth their claims, including, but without limiting the generality of the foregoing, the name and address of the claimant, the nature and amount of such claim, a statement of any security or lien held by the claimant to which such claimant is or claims to be entitled, and also a statement as to any preference or priority which the claimant claims to be entitled to over the claims of any other or all other claimants or creditors.

13. Except as provided in paragraph 14 below, the commencement, prosecution, or continuance of the prosecution, of an action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against the account or any of their property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against the Account, or the taking or attempting to take into possession any property in the Account, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract relative to the Account, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, without prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.


14. The foregoing paragraph does not stay the exercise of rights of a party to a swap agreement, securities contract, repurchase agreement, commodity contract, forward contract or master netting agreement, as those terms are defined in the Federal Bankruptcy Code, to the extent that a court would not have the power to stay the exercise if Respondent were a debtor under the Bankruptcy Code.

15. That Notice be given of the entry of this order by the Clerk of this Court by publication of a notice of this Order in *The Providence Journal* on or before December 12, 2022, and by the Receiver mailing on or before December 12, 2022, a copy of said Receivership Notice to Defendant and any creditors of the Account known to the Receiver.

16. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTERED, as an Order of this Court this 14th day of November, 2022.

BY ORDER:

  
Brian P. Stern  
Associate Justice

\_\_\_\_\_  
Stern, J. November 14, 2022

ENTER:

**/s/ Carin Miley**  
**Deputy Clerk I**  
November 14, 2022

\_\_\_\_\_  
Clerk, Superior Court

Respectfully submitted by  
THE RECEIVER,

/s/ Christopher J. Fragomeni  
Christopher J. Fragomeni, Esq.  
SAVAGE LAW PARTNERS, LLP  
564 S. Water Street, Providence, RI 02903  
P: 401-238-8500 | F: 401-648-6748  
[chris@savagelawpartners.com](mailto:chris@savagelawpartners.com)

**CERTIFICATE OF SERVICE**

I hereby certify that, on the 2nd day of November, 2022, I filed and served this document through the electronic filing system. 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 H

# LOCALiQ

## NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

### **PROOF OF PUBLICATION**


Savage Law Partners, Llp  
564 SOUTH WATER ST  
PROVIDENCE RI 02903

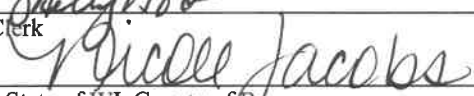
STATE OF RHODE ISLAND, COUNTY OF PROVIDENCE

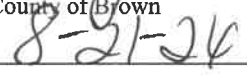
The Providence Journal, a newspaper printed and published in the city of Providence, and of general circulation in the County of Providence, State of Rhode Island and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

12/12/2022

and that the fees charged are legal.  
Sworn to and subscribed before on 12/12/2022

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

  
\_\_\_\_\_  
My commission expires

Publication Cost: \$1015.20

Order No: 8143781

# of Copies:

Customer No: 713661

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NICOLE JACOBS  
Notary Public  
State of Wisconsin



STATE OF RHODE ISLAND  
SUPERIOR COURT  
PROVIDENCE, SC.  
URBAN COLLABORATIVE  
and FUND FOR UCAP  
Plaintiff  
v.  
NATHAN KAUFMAN,  
Defendant

P.C. 2022-05622  
NOTICE OF ORDER  
APPOINTING

PERMANENT RECEIVER

Please take notice that on November 14, 2022, an order appointing permanent receiver ("Order") was entered by the Providence County Superior Court in the above-captioned matter. Said Order appointed Christopher J. Fragomeni, Esq. as permanent receiver ("Receiver") of all cash, stocks, bonds, intangibles, property, or assets of any kind held in or on behalf of the account of Nathan Kaufman at TD Ameritrade (the "Account"). Said Order, the original of which is on file in the Office of the Clerk of the Providence County Superior Court, and which Order is incorporated herein by reference as if it were set forth in full in this Notice, contains, inter alia, the following provisions:

That said Receiver be and hereby is authorized, empowered and directed to take possession and charge of the Account and all its assets, effects, and property, including cash value of any assets of the Account, and to preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property and other assets and effects of said Account, with full power to prosecute, defend, adjust and compromise all claims and suits of, by or against said Account and to appear, intervene or become a party in all suits, actions or proceedings relating to said Account as may in the judgment of the Receiver be necessary or desirable for the protection, maintenance and preservation of the property and assets in the Account.

All creditors or other claimants hereby are ordered to file under oath with the Receiver at 564 S. Water Street, Providence, Rhode Island 02903 on or before March 14, 2023, a statement setting forth their claims, including, but without limiting the generality of the foregoing, the name and address of the claimant, the nature and amount of such claim, a statement of any security or lien held by the claimant to which such claimant is or claims to be entitled, and also a statement as to any preference or priority which the claimant claims to be entitled to over the claims of any other or all other claimants or creditors.

. . . the commencement, prosecution, or continuance of the prosecution, of an action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against the account or any of their property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder,

corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against the Account, or the taking or attempting to take into possession any property in the Account, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract relative to the Account, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, without prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

ENTERED as an order of this Court on the 14th day of November, 2022.

ENTER:  
/s/ Brian Stern  
Associate Justice

BY ORDER:  
/s/ Susan M Diggins  
Clerk