EXHIBIT B

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(732) 813-7080
Attorney for Plaintiff, Blueberry Funding, LLC

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Blueberry Funding, LLC, Plaintiff, -against- Leor Moshe, Emunah Moshe, Judy Moshe, Dov Moshe, Hanane Moshe, Moshe Family Grantor Trust, 120 Whitesville LLC, Jacob Goldman, Isaac Odes, Shmuel Kirzner, Jacob Schlisselfeld John Does 1-10 (Fictitiously named), XYZ Corporations 1-10 fictitiously named) Defendants	Superior Court of New Jersey Ocean County Law Division CIVIL ACTION Docket No. L-1301-23

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<u>First Amended and Verified Complaint</u>

Plaintiff, Blueberry Funding LLC, (hereinafter "Plaintiff", or "Blueberry"), by its attorney Michael Roberts, Esq. as and for its complaint against Leor Moshe (Leor Moshe"), Emunah Moshe ("Mrs. Moshe"), Judy Moshe ("Judy"), Dov Moshe ("Dov"), Hanane Moshe ("Hanane"), Moshe Family Grantor Trust ("Trust") , Jacob Goldman ("Goldman"), Isaac Odes ("Odes"), Jacob Schlisselfeld ("Schlisselfeld"), and 120 Whitesville LLC, ("Whitesville") (collectively, the "Defendants"), the Plaintiff herein, alleges as follows:

1. Plaintiff, Blueberry Funding LLC, is a Delaware limited liability company, having an address at 756 Gail Chambers Road, Jackson, New Jersey 08527.

2. Upon information and belief, Defendant, Leor Moshe, is an individual with an address at 437 Brentwood Avenue, Toms River, New Jersey 08755.

3. Upon information and belief, Defendant, Emuna Moshe, is an individual with an address at 437 Brentwood Avenue, Toms River, New Jersey 08755.

4. Upon information and belief, Defendant, Judy Moshe, an individual with an address at 20 Lundi Court, Staten Island, New York 10314.

5. Upon information and belief, Defendant, Dov Moshe, is an individual with an address at 20 Lundi Court, Staten Island, New York 10314.

6. Upon information and belief, Defendant, Moshe Family Grantor Trust, is an entity with an address at 20 Lundi Court, Staten Island, New York 10314.

7. Upon information and belief, Defendant, Hanane Moshe, is an individual with an address in Denver Colorado.

8. Upon information and belief, Defendant, Jacob Goldman, is an individual with an address at 378 Brentwood Avenue, Toms River, New Jersey 08755.

9. Upon information and belief, Defendant, Isaac Odes, is an individual with an address at 229 Benjamin Avenue, Toms River, New Jersey 08755.

10. Upon information and belief, Defendant, Jacob Schlisselfeld is an individual with an address within the tristate area.

11. Upon information and belief, Shmuel Kirzner is an individual with an address at within the tristate area.

12. Upon information and belief, Defendant, 120 Whitesville LLC, a New Jersey limited liability company, with an address at 437 Brentwood Avenue, Toms River, New Jersey 08755.

<u>BACKGROUND</u>

13. On or about March 16th 2023, the Defendant, 120 Whitesville LLC in conjunction with Leor Moshe executed an Investment Agreement ("Shtar Iska"), Promissory Note and other related documents (collectively, the "Investment") finalizing an investment and loan of Two

Million ($2,000,000.00) Dollars.

14. Leor Moshe personally guaranteed the two million Dollar Investment.

15. While this was structured as a loan, in reality, this was an investment with loan documents securing the investment. See Shtar Iska at Exhibit A.

16. For the Investment and based upon the false and fraudulent representations and information provided by Leor Moshe, as described hereunder, at the direction of Leor Moshe, Blueberry caused the sum of Two Million ($2,000,000.00) Dollars to be wired Capital Funding ASAP LLC to the account ending at 7004.

17. Leor Moshe provided false verifications, representations and information to Plaintiff in order to secure the Investment.

18. As an inducement for Plaintiff to make the above Investment, Leor Moshe provided an apparently falsified and altered bank statement (the "Bank Statement") with the name Iruka Funding, LLC ("Iruka") to demonstrate Leor Moshe's financial soundness and business dealings and investments that Leor Moshe had by Iruka. See attached at Exhibit B.

19. The Bank Statement was apparently altered to provide the address of 162 Elmora Ave #211 Ellizabeth, NJ 07202.

20. Apparently, the correct address for Iruka Funding, LLC is 437 Brentwood Avenue, Toms River NJ, Leor Moshe's personal address.

21. Mr. Moshe instead provided the Plaintiff a Bank Statement with an altered address of 162 Elmora Ave #211 Ellizabeth, NJ 07202 which is the address of Iruka Capital Group, a supposed reputable cash advance business, not Iruka Funding LLC.

22. While reviewing the Investment, Mr. Moshe and Plaintiff had several discussions about Mr. Moshe having investments with Iruka Capital Group.

23. During those discussions Mr. Moshe represented to Plaintiff multiple times that he and his interests had $25,000,000.00 in investments at Iruka Capital Group.

24. Mr. Moshe used the Iruka name and apparently falsified address of Iruka Capital

Group on the Bank Statement to fraudulently demonstrate approximately $25,000,000.00 being deposited with Iruka as proof of business investments being made by Mr. Moshe or on his behalf at Iruka.

25. In apparent furtherance of the fraud, Mr. Moshe also provided Plaintiff a letter (the "Iruka Letter") with the Iruka Capital Group letterhead and Mark Neuman's name in the signature line stating that Capital Funding ASAP had an accounts receivable balance of $21,545,000.00 that was invested in cash advance deals. See Exhibit C.

26. On March 1, 2022, Plaintiff asked Mr. Moshe, "Do you have a list of investors that were paid out in the past few months so we can match back the investor payouts?"

27. As additional inducement for Plaintiff to make the Investment to Mr. Moshe, Mr. Moshe provided a list of investors investing with him in the sum of approximately Twenty-Three Million Five Hundred Thousand ($23,500,000.00) Dollars. See attached investor list (the "List") at Exhibit D.

28. Additionally, Leor Moshe responded, "Yes - there is approximately $25-$30 million invested. That being said, there are 2 things I would like to see to confirm – 1) Asset balances that total approx $25 mil give or take. 2) The minimum investor return is 30% - and the money being lent out is approx. 100% APR -so we would expect returns on $25 million in the $8 mil - $15 mil range in Iruka - if there is no money withdrawn from Iruka."

29. Leor Moshe additionally represented, "With regards to investor paid back…. once they are paid back they get taken off the list. Below are some names of investors that gave and money was returned. Most of the investors have not taken back money as they are extremely happy."

30. Leor Moshe also provided TD Bank statements (the "TD Bank Statement") to Plaintiff. See the TD Bank Statements attached at Exhibit E.

31. Upon current review of the TD Bank Statements, at the time Leor Moshe was defrauding Plaintiff and took millions of dollars from Plaintiff, Leor Moshe, was also apparently

actively engaged in a Ponzi scheme stealing millions of dollars from multiple parties while using fresh capital investment monies from new investments to provide returns on old investments. See TD Bank Statements at Exhibit E and Goldstien Affidavit at Exhibit F.

32. By way of example, in January 2023, Leor Moshe apparently paid out approximately Six Million, Six Hundred Forty Thousand, Seven Hundred Eight-Four Dollars ($6,640,748.00) to investors. See TD Bank Statements at Exhibit E.

33. However, apparently the income Leor Moshe used to pay these investors was from the Six Million, Five Hundred Sixty Thousand, One Hundred Twenty ($6,560, 120.00) Dollars of new investors money coming in. See TD Bank Statements at Exhibit E.

34. Simply put, Leor Moshe was apparently using new investor money to pay old investor money.

35. Leor Moshe used these records of the apparently fraudulent funds obtained through the ponzi scheme to trick and induce Plaintiff to make the Investment by using such funds to demonstrate apparently false financial stability and to induce Plaintiff to Invest millions of dollars with the Investment Defendants (hereinafter defined).

36. Additionally, apparently numerous parties benefitted from the monies stolen by Leor Moshe.

37. Leor Moshe has been living at 437 Brentwood Avenue, Jackson, New Jersey 08527 (the "Property") for the last five years.

38. The Property is owned by the Moshe Family Grantor Trust, which is controlled by Leor Moshe and other family insiders.

39. The Moshe Family Grantor Trust is an alter ego for Leor Moshe as he represented to Abraham Miller that the Trust is controlled by him and other family insiders.

40. The Moshe Family Grantor Trusts' address is listed at 20 Lundi Court, Staten Island, NY 10314 the same address as Leor Moshe's parents' home.

41. Further, while living at the Property over the past several years, apparently Leor

Moshe renovated the Property at significant cost.

42. Upon information and belief, Emuna Moshe, Leor Moshe's wife, was a co-conspirator as Leor Moshe represented to Abraham Miller that Leor Moshe's wife, Emuna Moshe, works together with him; additionally, she benefitted tremendously from the significant monies Leor Moshe spent to her benefit.

43. Upon information and belief, Leor Moshe's relatives, Dov Moshe, Judy Moshe and Hanane Moshe, were all co-conspirators who actively participated, benefitted, and had knowledge of, Leor's Moshe's fraudulent actions and ponzi scheme, and benefitted from monies that Leor Moshe provided them.

44. By way of example, per the TD Bank Statements, Leor Moshe paid his father, Dov Moshe, not less than One Hundred Fifty-Two Thousand Three Hundred Twenty-Five ($152, 325.00) Dollars.

45. Upon information and belief, Leor Moshe used his relatives, Dov Moshe, Judy Moshe and Hanane Moshe, to create cover entities and the like to hide the stolen moneys Leor Moshe obtained.

46. Upon information and belief, Leor Moshe's relatives benefitted from the stolen moneys hidden by them and given to their control.

47. Upon information and belief, the monies stolen by Leor Moshe through the ponzi scheme and fraudulent business activities were comingled in other accounts as well.

48. Indeed, Leor Moshe together with Emunah Moshe, Jacob Goldman, Isaac Odes, Shmuel Kirzner, and Jacob Schlisselfeld (the "Enterprise") conducted an enterprise designed to perpetrate an ongoing and continuous ponzi scheme on numerous victims including Blueberry Funding LLC over the course of the last few years. See TD Bank Statements at Exhibit E, Goldstien Affidavit at Exhibit F.

49. Leor Moshe in collusion with the Brokers (as defined hereunder) solicited victims for investments that were not actual legitimate investments but was rather a ponzi

scheme. See TD Bank Statements at Exhibit E, Goldstien Affidavit at Exhibit F.

50. During early 2023, Mr. Moshe, as a principal of the Enterprise, fraudulently induced Blueberry Funding LLC to invest and wire millions of dollars to a bank account controlled by Leor Moshe which monies were then stolen in the ponzi scheme.

51. During mid-2021, Mr. Moshe in collusion with Isaac Odes, as principals of the Enterprise, fraudulently induced Creg Goldstien to invest and wire hundreds of thousands of dollars to a bank account controlled by Leor Moshe which monies were then stolen in the ponzi scheme. See Goldstien Affidavit at Exhibit F.

52. Upon information and belief, Jacob Goldman, Isaac Odes, Shmuel Kirzner, Jacob Shliselfeld, and other "brokers" (the "Brokers"), as principals of the Enterprise, aided and abetted Leor Moshe in this enterprise and the ponzi scheme by actively marketing Leor Moshe as an investment opportunity and receiving commissions for such marketing. See email at Exhibit G.

53. Jacob Goldman received at least $3,047,365.00 in payouts per the TD bank Statements.

54. Additionally, in March 2023, Jacob Goldman apparently received outgoing wires for $64,999, $49,038 and a check for $826,261. See email at Exhibit G.

55. Apparently, Jacob Shlisselfeld received from Leor Moshe quarterly commissions of $205,250. See email at Exhibit G.

56. Apparently, Isaac Odes received from Leor Moshe quarterly commissions of $213,625. See email at Exhibit G.

57. Apparently, Jacob Goldman received from Leor Moshe quarterly commissions of nearly $1,000,000.00 plus additional monthly payments. See email at Exhibit G.

58. Upon information and belief, the monies fraudulently obtained by Leor Moshe from Plaintiff were, at least in part, used and given to the Brokers as payment for their activities in the ponzi scheme. See TD Bank Documents and email at Exhibits E and G respectively.

59. The Brokers received millions of dollars as payments for actively participating in the ponzi scheme and fraudulent business activities. See TD Bank Documents and email at Exhibits E and G respectively.

60. By way of another example, apparently Leor Moshe has a gambling habit and addiction and has wasted tremendous amounts of stolen money on gambling and similar pursuits. See TD Bank Statements at Exhibit E.

61. Additionally, Leor Moshe used the stolen monies obtained through the Enterprise and ponzi scheme to fund an extravagant and luxurious lifestyle over the last couple of years.

62. By way of example, upon information and belief, Mr. Moshe, during April of 2023, took Emunah Moshe and his family to the Galapagos Islands for the week of Passover for an approximate Eighty-Five Thousand ($85,000.00) Dollar vacation.

63. Additionally, Leor Moshe threw multiple lavish parties at his house costing upwards of $100,000.00 each.

64. Also, upon information and belief, Leor Moshe has a severe gambling habit and supported this habit by gambling millions of dollars over the last couple of years.

65. Further, Leor Moshe has represented to Abe Miller, President of Blueberry Funding that he does not have and does not intend to pay back Plaintiff the moneys Leor Moshe fraudulently received from the Blueberry Investment.

66. Upon information and belief, as of today's date, Defendants, Leor Moshe and 120 Whitesville LLC (the "Investment Defendant") have defaulted, misappropriated, and absconded with Two Million ($2,000,000.00) Dollars of Plaintiff's money.

VENUE

67. Venue is Proper in Ocean County as Defendant Leor Moshe resides in Ocean County and is where the cause of action arose.

FIRST COUNT (conversion)

68. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1

through 67 as if fully set forth herein.

69. Defendants, Leor Moshe, and 120 Whitesville LLC ("Investment Defendants") received a total Two Million ($2,000,000.00) Dollars from Plaintiff. Leor Moshe provided multiple false verifications and information to Plaintiff in order to secure the Investment.

70. As an inducement for Plaintiff to make the above Investment, Leor Moshe fraudulently provided falsified bank statements to Plaintiff from Iruka Funding LLC showing millions of dollars passing through the Iruka bank account.

71. Additionally, Defendant, Leor Moshe, provided a false letter from Iruka Capital Group demonstrating false investments being made by Leor Moshe with Iruka Capital Group.

72. As additional inducement for Plaintiff to make the Investment to Leor Moshe, Leor Moshe provided a list of investors providing money toward investments with him in the sum of approximately Twenty-Three Million Five Hundred Thousand ($23,500,000.00) Dollars.

73. Upon information and belief, the list of investors provided by Leor Moshe to Plaintiff as fraudulent inducement to obtain the Investment from Plaintiff was a partial list of investors which Leor Moshe, as a Principal of the Enterprise, engaged in the Ponzi scheme with to defraud them and Plaintiff out of those millions of dollars.

74. Upon information and belief, Leor Moshe's relatives along with the Brokers, as detailed above, have received and benefitted from the stolen moneys.

75. Defendants have absconded with Plaintiff's Two Million ($2,000,000.00) Dollars.

76. Consequently, Defendants owe Plaintiff a sum in the amount of not less than Two Million ($2,000,000.00) Dollars.

WHEREFORE, Plaintiff demands judgment against Defendants
jointly and severally, for;
(1) Compensatory damages;
(2) Punitive damages;
(3) Attorney's fees;
(4) Lawful interest;
(5) Costs of suit;
(6) Payment of Two Million ($2,000,000.00) Dollars;

(7) For such other relief as the Court deems equitable and appropriate

SECOND COUNT (Unjust Enrichment)

77. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 76 as if fully set forth herein.

78. Defendants, Leor Moshe, and 120 Whitesville LLC received a total Two Million ($2,000,000.00) Dollars from Plaintiff.

79. Leor Moshe provided multiple false verifications and information to Plaintiff in order to secure the Investment.

80. As an inducement for Plaintiff to make the above Investment, Leor Moshe fraudulently provided falsified bank statements to Plaintiff from Iruka Funding LLC showing millions of dollars passing through the Iruka bank account.

81. Additionally, Defendant, Leor Moshe provided a false letter from Iruka Capital Group demonstrating false investments being made by Leor Moshe with Iruka Capital Group.

82. As additional inducement for Plaintiff to make the Investment to Leor Moshe, Leor Moshe provided a list of investors providing money toward investments with him in the sum of approximately Twenty-Three Million Five Hundred Thousand ($23,500,000.00) Dollars.

83. Upon information and belief, the list of investors provided by Leor Moshe to Plaintiff as fraudulent inducement to obtain the Investment from Plaintiff was a partial list of investors which Leor Moshe engaged in the Ponzi scheme with to defraud them out of those millions of dollars.

84. Upon information and belief, Leor Moshe's relatives along with the Brokers, as detailed above, have received and benefitted from the stolen moneys.

85. Defendants have absconded and been unjustly enriched with Plaintiff's two million ($2,000,000.00) dollars.

86. Consequently, Defendants, as applicable, were unjustly enriched and owe Plaintiff a sum in the amount of not less than two million ($2,000,000.00) dollars.

WHEREFORE, Plaintiff demands judgment against Defendants
jointly and severally, for;
(1) Compensatory damages;
(2) Punitive damages;
(3) Attorney's fees;
(4) Lawful interest;
(5) Costs of suit;
(6) Payment of Two Million ($2,000,000.00) Dollars;
(7) For such other relief as the Court deems equitable and appropriate

THIRD COUNT (Legal Fraud)

87. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 86 as if fully set forth herein.

88. Defendants, Leor Moshe, and 120 Whitesville LLC received a total Two Million ($2,000,000.00) Dollars from Plaintiff.

89. Leor Moshe provided multiple false verifications and information to Plaintiff in order to secure the Investment.

90. As an inducement for Plaintiff to make the above Investment, Leor Moshe fraudulently provided falsified bank statements to Plaintiff from Iruka Funding LLC showing millions of dollars passing through the Iruka bank account.

91. Additionally, Defendant, Leor Moshe provided a false letter from Iruka Capital Group demonstrating false investments being made by Leor Moshe with Iruka Capital Group.

92. As additional inducement for Plaintiff to make the Investment to the Investment Defendants, Leor Moshe provided a list of investors providing money toward investments with him in the sum of approximately Twenty-Three Million Five Hundred Thousand ($23,500,000.00) Dollars.

93. Upon information and belief, the list of investors provided to Plaintiff as fraudulent inducement to obtain the Investment was a partial list of investors which Leor Moshe engaged in the Ponzi scheme with intent to defraud them out of those millions of dollars.

94. Upon information and belief, Leor Moshe's relatives along with the Brokers, as detailed above, have received and benefitted from the stolen moneys.

95. Defendants have absconded and been unjustly enriched with Plaintiff's Two Million ($2,000,000.00) Dollars.

96. The Investment Defendants falsely represented to Plaintiff that Defendants were financially stable and knowingly produced false documents demonstrating the same.

97. The Investment Defendants knew this was a false representation as they were engaged in a Ponzi scheme at the time.

98. The Investment Defendants intended and knew that Plaintiff would rely upon the representations made to them to give Defendants the Millions of Dollars as an investment.

99. Plaintiff reasonably relied upon Investment Defendants' statements and information provided, and the Investment Defendant used such statements and information to fraudulently obtain the Investment of not less than Two Million ($2,000,000.00) Dollars.

100. Consequently, in reliance upon Investment Defendants' fraudulent statements, Plaintiff was damaged in the amount of not less than not less than Two Million ($2,000,000.00) Dollars.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally, for;
(1) Compensatory damages;
(2) Punitive damages;
(3) Trebled damages;
(4) Attorney's fees;
(5) Lawful interest;
(6) Costs of suit;
(7) Payment of Two Million ($2,000,000.00) Dollars;
(8) For such other relief as the Court deems equitable and appropriate

FOURTH COUNT (Equitable Fraud)

101. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 100 as if fully set forth herein.

102. Defendants, Leor Moshe, and 120 Whitesville LLC received a total Two Million ($2,000,000.00) Dollars from Plaintiff. Leor Moshe provided multiple false verifications and information to Plaintiff in order to secure the Investment.

103. As an inducement for Plaintiff to make the above Investment, Leor Moshe

fraudulently provided falsified bank statements to Plaintiff from Iruka Funding LLC showing millions of dollars passing through the Iruka bank account.

104. Additionally, Defendant, Leor Moshe provided a false letter from Iruka Capital Group demonstrating false investments being made by Leor Moshe with Iruka Capital Group.

105. As additional inducement for Plaintiff to make the Investment to Leor Moshe, Leor Moshe provided a list of investors providing money toward investments with him in the sum of approximately Twenty-Three Million Five Hundred Thousand ($23,500,000.00) Dollars.

106. Upon information and belief, the list provided to Plaintiff as fraudulent inducement to obtain the Investment was a partial list of investors which Leor Moshe engaged in the Ponzi scheme with to defraud them out of those millions of dollars.

107. Upon information and belief, Leor Moshe's relatives along with the Brokers, as detailed above, have received and benefitted from the stolen moneys.

108. Defendants have absconded and been unjustly enriched with Plaintiff's Two Million ($2,000,000.00) Dollars.

109. Investment Defendants represented to Plaintiff that Defendants were financially stable and knowingly produced false documents demonstrating the same.

110. Investment Defendants knew this was a false representation as they were engaged in a Ponzi scheme at the time.

111. Investment Defendants intended and knew that Plaintiff would rely upon the representations made to them to give Defendants the Millions of Dollars as an Investment.

112. Plaintiff reasonably relied upon Investment Defendants' statements and information provided, and Investment Defendants used such statements and information to fraudulently obtain the Investment of not less than Two Million ($2,000,000.00) Dollars.

113. Consequently, in reliance upon Investment Defendants' fraudulent statements, Plaintiff was damaged in the amount of not less than not less than Two Million ($2,000,000.00) Dollars.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally, for;

(1) Compensatory damages;
(2) Punitive damages;
(3) Trebled damages;
(4) Attorney's fees;
(5) Lawful interest;
(6) Costs of suit;
(7) Payment of Two Million ($2,000,000.00) Dollars;
(8) For such other relief as the Court deems equitable and appropriate

FIFTH COUNT (Promissory Estoppel)

114. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 113 as if fully set forth herein.

115. Defendants, Leor Moshe, and 120 Whitesville LLC received a total Two Million ($2,000,000.00) Dollars from Plaintiff. Leor Moshe provided multiple false verifications and information to Plaintiff in order to secure the Investment.

116. As an inducement for Plaintiff to make the above Investment, Leor Moshe fraudulently provided falsified bank statements to Plaintiff from Iruka Funding LLC showing millions of dollars passing through the Iruka bank account.

117. Additionally, Defendant, Leor Moshe provided a false letter from Iruka Capital Group demonstrating false investments being made by Leor Moshe with Iruka Capital Group.

118. As additional inducement for Plaintiff to make the Investments to Leor Moshe, Leor Moshe provided a list of investors providing money toward investments with him in the sum of approximately Twenty-Three Million Five Hundred Thousand ($23,500,000.00) Dollars.

119. Upon information and belief, the list provided to Plaintiff as fraudulent inducement to obtain the Investment was a partial list of investors which Leor Moshe engaged in the Ponzi scheme with to defraud them out of those millions of dollars.

120. Upon information and belief, Leor Moshe's relatives along with the Brokers, as detailed above, have received and benefitted from the stolen moneys.

121. Defendants have absconded and been unjustly enriched with Plaintiff's Two

Million ($2,000,000.00) Dollars.

122. Investment Defendants represented to Plaintiff that Investment Defendants were financially stable and knowingly produced false documents demonstrating the same.

123. Investment Defendants knew this was a false representation as they were engaged in a Ponzi scheme at the time.

124. Investment Defendants intended and knew that Plaintiff would rely upon the representations made to them to give the Investment Defendants the Millions of Dollars as an investment.

125. Plaintiff reasonably relied upon Investment Defendants' statements and information provided, and Investment Defendants used such statements and information to fraudulently obtain the Investment of not less than Two Million ($2,000,000.00) Dollars.

126. Consequently, in reliance upon Investment Defendants' fraudulent statements, Plaintiff was damaged in the amount of not less than not less than Two Million ($2,000,000.00) Dollars.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally, for;

(1) Compensatory damages;
(2) Punitive damages;
(3) Payment of Two Million ($2,000,000.00) Dollars;
(4) Attorney's fees;
(5) Lawful interest;
(6) Costs of suit;
(7) For such other relief as the Court deems equitable and appropriate

SIXTH COUNT (Embezzlement)

127. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 126 as if fully set forth herein.

128. Defendants, Leor Moshe, and 120 Whitesville LLC received a total Two Million ($2,000,000.00) Dollars from Plaintiff. Leor Moshe provided multiple false verifications and information to Plaintiff in order to secure the Investment.

129. As an inducement for Plaintiff to make the above Investment, Leor Moshe fraudulently provided falsified bank statements to Plaintiff from Iruka Funding LLC showing millions of dollars passing through the Iruka bank account.

130. Additionally, Defendant, Leor Moshe provided a false letter from Iruka Capital Group demonstrating false investments being made by Leor Moshe with Iruka Capital Group.

131. As additional inducement for Plaintiff to make the Investment to Leor Moshe, Leor Moshe provided a list of investors providing money toward investments with him in the sum of approximately Twenty-Three Million Five Hundred Thousand ($23,500,000.00) Dollars.

132. Upon information and belief, the list provided to Plaintiff as fraudulent inducement to obtain the Investment was part of the investors which Leor Moshe engaged in the Ponzi scheme with to defraud them out of those millions of dollars.

133. Upon information and belief, Leor Moshe's relatives along with the Brokers, as detailed above, have received and benefitted from the stolen moneys.

134. Investment Defendants have absconded and been unjustly enriched with Plaintiff's Two Million ($2,000,000.00) Dollars.

135. Investment Defendants represented to Plaintiff that Investment Defendants were financially stable and knowingly produced false documents demonstrating the same.

136. Investment Defendants knew this was a false representation as they were engaged in a Ponzi scheme at the time.

137. Investment Defendants intended and knew that Plaintiff would rely upon the representations made to them to give Investment Defendants the Millions of Dollars as an Investment.

138. Plaintiff reasonably relied upon Investment Defendants' statements and information provided, and Investment Defendants used such statements and information to fraudulently obtain the Investment of not less than Two Million ($2,000,000.00) Dollars.

139. Consequently, in reliance upon Investment Defendants' fraudulent statements,

Plaintiff was damaged in the amount of not less than not less than Two Million ($2,000,000.00) Dollars.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally, for;

(1) Compensatory damages;
(2) Punitive damages;
(3) Attorney's fees;
(4) Lawful interest;
(5) Costs of suit;
(6) Payment of Two Million ($2,000,000.00) Dollars;
(7) For such other relief as the Court deems equitable and appropriate

SEVENTH COUNT (Breach of contract)

140. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 139 as if fully set forth herein.

141. Defendants, Leor Moshe, and 120 Whitesville LLC received a total Two Million ($2,000,000.00) Dollars from Plaintiff.

142. Leor Moshe provided multiple false verifications and information to Plaintiff in order to secure the Investment.

143. As an inducement for Plaintiff to make the above Investment, Leor Moshe fraudulently provided falsified bank statements to Plaintiff from Iruka Funding LLC showing millions of dollars passing through the Iruka bank account.

144. Additionally, Defendant, Leor Moshe provided a false letter from Iruka Capital Group demonstrating false investments being made by Leor Moshe with Iruka Capital Group.

145. As additional inducement for Plaintiff to make the Investment to Leor Moshe, Leor Moshe provided a list of investors providing money toward investments with him in the sum of approximately Twenty-Three Million Five Hundred Thousand ($23,500,000.00) Dollars.

146. Upon information and belief, the list provided to Plaintiff as fraudulent inducement to obtain the Investment was part of the investors which Leor Moshe engaged in the Ponzi scheme with to defraud them out of those millions of dollars.

147. Upon information and belief, Leor Moshe's relatives along with the Brokers, as

detailed above, have received and benefitted from the stolen moneys.

148. Defendants have absconded and been unjustly enriched with Plaintiff's Two Million ($2,000,000.00) Dollars.

149. Investment Defendants represented to Plaintiff that Defendants were financially stable and knowingly produced false documents demonstrating the same.

150. Investment Defendants knew this was a false representation as they were engaged in a Ponzi scheme at the time.

151. Investment Defendants intended and knew that Plaintiff would rely upon the representations made to them to give Investment Defendants the Millions of Dollars as an Investment.

152. Plaintiff reasonably relied upon Investment Defendants' statements and information provided, and Investment Defendant used such statements and information to fraudulently obtain the Investment of not less than Two Million ($2,000,000.00) Dollars.

153. Defendants have defaulted on the Investment agreements to Plaintiff.

154. Further, Investment Defendants have absconded with no intention of repaying Plaintiff, with Plaintiff's Two Million ($2,000,000.00) Dollars.

155. Consequently, due to Defendants' breach of contract Plaintiff has been damaged in the amount of not less than Two Million ($2,000,000.00) Dollars.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally, for;
(1) Compensatory damages;
(2) Punitive damages;
(3) Attorney's fees;
(4) Lawful interest;
(5) Costs of suit;
(6) For such other relief as the Court deems equitable and appropriate

EIGHTH COUNT (Breach of implied covenant of good faith and fair dealing)

156. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 155 as if fully set forth herein.

157. Defendants, Leor Moshe, and 120 Whitesville LLC received a total Two Million ($2,000,000.00) Dollars from Plaintiff. Leor Moshe provided multiple false verifications and information to Plaintiff in order to secure the Investment.

158. As an inducement for Plaintiff to make the above Investment, Leor Moshe fraudulently provided falsified bank statements to Plaintiff from Iruka Funding LLC showing millions of dollars passing through the Iruka bank account.

159. Additionally, Defendant, Leor Moshe provided a false letter from Iruka Capital Group demonstrating false investments being made by Leor Moshe with Iruka Capital Group.

160. As additional inducement for Plaintiff to make the Investment to Leor Moshe, Leor Moshe provided a list of investors providing money toward investments with him in the sum of approximately Twenty-Three Million Five Hundred Thousand ($23,500,000.00) Dollars.

161. Upon information and belief, the list provided to Plaintiff as fraudulent inducement to obtain the Investment was part of the investors which Leor Moshe engaged in the Ponzi scheme with to defraud them out of those millions of dollars.

162. Upon information and belief, Leor Moshe's relatives along with the Brokers, as detailed above, have received and benefitted from the stolen moneys.

163. Investment Defendants have absconded and been unjustly enriched with Plaintiff's Two Million ($2,000,000.00) Dollars.

164. Investment Defendants represented to Plaintiff that Investment Defendants were financially stable and knowingly produced false documents demonstrating the same.

165. Investment Defendants knew this was a false representation as they were engaged in a Ponzi scheme at the time.

166. Investment Defendants intended and knew that Plaintiff would rely upon the representations made to them to give Investment Defendants the Millions of Dollars as an Investment.

167. Plaintiff reasonably relied upon Investment Defendants' statements and

information provided, and Investment Defendant used such statements and information to fraudulently obtain the Investment of not less than Two Million ($2,000,000.00) Dollars.

168. Investment Defendants have defaulted on the Investment agreements to Plaintiff.

169. Further, Investment Defendants have absconded with no intention of repaying Plaintiff, with Plaintiff's Two Million ($2,000,000.00) Dollars.

170. Consequently, due to Investment Defendants' bad faith actions, Plaintiff has been damaged in the amount of not less than Two Million ($2,000,000.00) Dollars.

WHEREFORE, Plaintiff demands judgment against Defendants
jointly and severally, for;
(1) Compensatory damages;
(2) Punitive damages;
(3) Attorney's fees;
(4) Lawful interest;
(5) Costs of suit;
(6) Payment of Two Million ($2,000,000.00) Dollars;
(7) For such other relief as the Court deems equitable and appropriate

Ninth COUNT (Civil Racketeer Influenced and Corrupt Organization Act "RICO")

171. Plaintiff incorporates by reference the allegations set forth in Paragraphs 1 through 170 as if fully set forth herein.

172. Leor Moshe together with Emunah Moshe, Jacob Goldman, Isaac Odes, Shmuel Kirzner, and Jacob Schlisselfeld (the "Enterprise") conducted an enterprise designed to perpetrate an ongoing and continuous ponzi scheme on numerous victims including Blueberry Funding LLC over the course of the last few years.

173. Leor Moshe in collusion with the Brokers would solicit victims for investments that were not actual legitimate investments but was rather a ponzi scheme.

174. During early 2023, Mr. Moshe as a principal of the Enterprise, fraudulently induced Blueberry Funding LLC to invest and wire millions of dollars to a bank account controlled by Leor Moshe which monies were then stolen in the ponzi scheme.

175. During mid-2021, Mr. Moshe in collusion with Isaac Odes, as principals of the Enterprise, fraudulently induced Creg Goldstien to invest and wire hundreds of thousands of

dollars to a bank account controlled by Leor Moshe which monies were then stolen in the ponzi scheme.

176. Upon information and belief, the Brokers, as principals of the Enterprise, aided and abetted Leor Moshe in this enterprise and the ponzi scheme by actively marketing Leor Moshe as an investment opportunity and receiving commissions for such marketing.

177. Jacob Goldman received at least $3,047,365.00 in payouts per the TD bank Statements.

178. Additionally, in March 2023, Jacob Goldman received outgoing wires for $64,999, $49,038 and a check for $826,261.

179. Apparently, Jacob Shlisselfeld received from Leor Moshe quarterly commissions of $205,250.

180. Apparently, Isaac Odes received from Leor Moshe quarterly commissions of $213,625.

181. Apparently, Jacob Goldman received from Leor Moshe quarterly commissions of nearly $1,000,000.00 plus additional monthly payments.

182. Upon information and belief, the monies fraudulently obtained by Leor Moshe from Plaintiff were, at least in part, used and given to the Brokers as payment for their activities.

183. The Brokers received millions of dollars as payment for bringing in money to the ponzi scheme and fraudulent business activities.

184. Consequently, due to the Enterprise and ponzi scheme perpetrated by the Defendants of the Enterprise, Plaintiff has been damaged in the amount of not less than Two Million ($2,000,000.00) Dollars.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally, for;

(1) Compensatory damages;
(2) Punitive damages;
(3) Attorney's fees;
(4) Lawful interest;
(5) Costs of suit;
(6) Payment of Two Million ($2,000,000.00) Dollars;

(7) For such other relief as the Court deems equitable and appropriate

Dated: December 19, 2023

The Roberts Law Firm, LLC
Attorneys for Plaintiff

By:___ ______________________

Michael Roberts, Esq.
33 Princeton Avenue
Brick, New Jersey 08724
(732) 813-7080

CERTIFICATION OF NO OTHER ACTIONS

Pursuant to NJ Court Rule 4:5-1(b)(2), it is hereby stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of my knowledge or belief, other than the arbitration proceeding described in the Complaint. Also, to the best of my belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, I know of no other parties that should be joined in the above action. In addition, I recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this original certification.

CERTIFICATION OF COMPLIANCE WITH R. 1:38-7(c)

I certify that confidential identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7 (b).

DEMAND FOR TRIAL BY JURY

Plaintiff's demand trial by jury as to all issues involved herein.

The Roberts Law Firm, LLC
Attorneys for Plaintiff

By:__________________
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