

Filing # 121942911 E-Filed 02/23/2021 05:39:58 PM

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO:

FERRARI FINANCIAL SERVICES, INC., a
Delaware corporation,

Plaintiff,

v.

VICTOR PATERNO, an individual,

Defendant.

_____ /

COMPLAINT FOR REPLEVIN AND DAMAGES

Plaintiff, FERRARI FINANCIAL SERVICES, INC. (“Plaintiff”), by its undersigned attorneys, brings this Complaint against Defendant, VICTOR PATERNO (“Defendant”), and in support thereof, states as follows:

PARTIES, JURISDICTION AND VENUE

1. This is an action for replevin, breach of contract, unjust enrichment, and for damages incidental thereto, including attorneys’ fees and costs. The damages sought herein are in excess of Thirty Thousand Dollars (\$30,000), exclusive of interest, costs, and attorneys’ fees.

2. Plaintiff, FERRARI FINANCIAL SERVICES, INC., is a Delaware corporation headquartered in New Jersey, authorized to transact business in Florida.

3. Defendant, VICTOR PATERNO, is an individual residing in Palm Beach County, and is otherwise *sui juris*.

4. This Court has jurisdiction over this matter because Defendant resides in Florida and the personal property is located in Florida.¹

5. Pursuant to Florida Statute §47.011, venue is proper in Palm Beach County, Florida because the Defendant's address is in Palm Beach County, the cause of action accrued in Palm Beach County, and because the personal property is located in Palm Beach County, Florida.

GENERAL ALLEGATIONS

6. On September 5, 2019, Defendant entered into a Retail Installment Contract for the purchase of a new 2020 Ferrari 488 PISTA, Vin # **ZFF90HLA6L0248396** (the "**Vehicle**"). The Retail Installment Contract ("**Contract**") is attached hereto as **Exhibit "A."** The Contract, by its terms, was assigned to Plaintiff.

7. Defendant defaulted on the terms of the Contract by, *inter alia*, failing to make the regular monthly payments when due. As of the date of this filing, Defendant has made only the first year of payments on his 5 year Contract. The payment history is attached hereto as **Exhibit "B."**

8. The Plaintiff is currently owed \$18,374.72² in past due payments under the Contract, excluding attorney's fees. Plaintiff's January 12, 2021 demand letter requesting that Defendant cure default for the stated amount is attached hereto as **Exhibit "C."**

¹ The Contract states "[t]his contract has been delivered in the State of Creditor's place of business and will be governed by the laws of that State and applicable federal law." Exh A, pg 2. The creditor's place of business is Las Vegas, Nevada. Thus, Nevada law will govern the causes of action stated within the complaint. *See Gilman + Ciocia, Inc. v. Wetherald*, 885 So. 2d 900, 902 (Fla. 4th DCA 2004)(Recognizing that "Florida courts are obligated to enforce choice-of-law provisions unless a showing is made that the law of the chosen forum contravenes strong public policy or that the clause is otherwise unreasonable or unjust.").

9. The amount due to pay off the vehicle is \$412,455.27. A payoff letter dated January 12, 2021 is attached hereto as **Exhibit “D.”**

10. The Vehicle is wrongfully detained by Defendant.

11. Upon information and belief, the Vehicle has not been taken for a tax, assessment, or fine pursuant to law.

12. Upon information and belief, the Vehicle has not been taken under an execution or attachment against the property of the Plaintiff or, if taken, that it is exempt.

13. Plaintiff has retained the undersigned attorneys to pursue its claims against Defendant, and has agreed to pay the undersigned attorneys a reasonable fee for their services. Plaintiff is entitled to attorney’s fees, pursuant to the Contract. *See Ex A at pg 2.*

14. All conditions precedent to the commencement and maintenance of this action have been satisfied, performed, waived, or otherwise discharged.

COUNT I – REPLEVIN

15. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 14 as if fully set forth herein.

16. As a matter of statute, judgment may be entered for the recovery of possession of personal property. Nev. Rev. Stat. § 17.120(1). When judgment is given for the return of the property, the return of the property must be in the alternative “that is, for the return of the property or its value in case a return cannot be had.” *Godfrey v. Gilsdorf*, 86 Nev. 714, 719, 476 P.2d 3, 6 (1970); see also *Cannabis Sci., Inc. v. Afaneh*, 2:13-CV-00114-GMN, 2013 WL 273219, at *3 (D. Nev. Jan. 23, 2013).

² This figure was calculated as good through January 12, 2021. This amount is subject to increase for additional interest, monthly payments and late fees which continue to accrue under the Contract.

17. Due to Defendant's default, Plaintiff is the rightful and legal owner of the Vehicle and is therefore entitled to immediate possession of it.

18. To the best knowledge, information, and belief of Plaintiff, the Vehicle has a value of approximately \$430,000.00.

19. Although demand has been made by Plaintiff to deliver possession of the Vehicle, Defendant has failed and refused, and continues to fail and refuses to give Plaintiff such possession and has wrongfully withheld and detained said Vehicle.

20. Plaintiff is informed and believes, and upon such information and belief alleges, that the Vehicle is in the possession of Defendant at the time of filing this action. Plaintiff's records show that the last known address where the Vehicle was garaged is 7807 Marquis Ridge Lane, Lake Worth, Florida 33467.

21. Pursuant to the Contract, Plaintiff is entitled to a writ of possession directing that Defendant immediately return the Vehicle to Plaintiff.

22. Pursuant to the contract, Plaintiff is also entitled to an award of legal fees and costs that it has been forced to incur for its repossession efforts.

WHEREFORE, Plaintiff, **FERRARI FINANCIAL SERVICES, INC.**, demands a writ of possession directing that Defendant immediately return the Vehicle to Plaintiff, together with attorneys' fees and costs it has been forced to incur in this action, and for any such further relief this Court deems just and proper.

COUNT II – BREACH OF CONTRACT

23. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 14 as if fully set forth herein.

24. This is an action for damages from breach of contract.

25. To state a cause of action for breach of contract under Nevada law, a plaintiff must show (1) the existence of a valid contract, (2) a breach by the defendant, and (3) damage as a result of the breach.”). *See Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011).

26. Plaintiff and Defendant had a valid binding contract wherein Defendant agreed to purchase the Vehicle from Plaintiff. *See* Exh. A.

27. Defendant breached the Contract by failing to pay the monthly payments when due. At this date in time, Defendant has made only the first 12 payments of the 60 monthly payments due under the Contract.

28. As a result of Defendant’s breach, Plaintiff has been damaged in the amount due and owing under the Contract.

29. Plaintiff is entitled to an award of legal fees and costs it has been forced to incur in collecting the amounts due under the Contract.

WHEREFORE, Plaintiff, **FERRARI FINANCIAL SERVICES, INC.**, demands judgment in its favor against Defendant, **VICTOR PATERNO**, for breach of contract, attorney’s fees for bringing this action, and for any such further relief this Court deems just and proper.

COUNT III – UNJUST ENRICHMENT

30. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 14 as if fully set forth herein.

31. This is an action for unjust enrichment, brought in the alternative to Count II, in the event that the Court finds that there is no enforceable express contract.

32. The essential elements of unjust enrichment are “a benefit conferred on the defendant by the plaintiff, appreciation by the defendant of such benefit, and acceptance and retention by the defendant of such benefit.” *Unionamerica Mtg. v. McDonald*, 97 Nev. 210, 212, 626 P.2d 1272, 1273 (1981).

33. Plaintiff conferred a benefit upon Defendant by providing Defendant possession of the Vehicle.

34. Defendant accepted and retained the benefit because Defendant is still in possession of the Vehicle.

35. As a result of Defendant retaining possession of the Vehicle and non-payment by Defendant to Plaintiff for its possession and use, Defendant has been unjustly enriched and has benefited to the damage, harm, and detriment of Plaintiff.

36. The circumstances are such that it would be inequitable and unjust for Defendant to retain the benefit conferred by Plaintiff, unless it is compelled to pay Plaintiff the reasonable value thereof.

WHEREFORE, Plaintiff, **FERRARI FINANCIAL SERVICES, INC.**, demands judgment in its favor against Defendant, **VICTOR PATERNO**, for unjust enrichment, attorney’s fees for bringing this action, and for any such further relief this Court deems just and proper.

DATED: February 23, 2021.

Respectfully submitted,

SAUL EWING ARNSTEIN & LEHR LLP

Attorneys for the Plaintiff

701 Brickell Avenue, 17th Floor

Miami, Florida 33131

Telephone: (305) 428-4500

Email: Ashley.saul@saul.com

Carmen.contreras-martinez@saul.com

Aida.McLaughlin@saul.com

Bonnie.Mcleod@saul.com;
MIA-ctdocs@saul.com.

By: /s/ Carmen Contreras-Martinez
Carmen Contreras-Martinez, Esq.
Florida Bar No. 093475
Ashley H. Saul, Esq.
Florida Bar No. 1025690

NOT A CERTIFIED COPY

NOT A CERTIFIED COPY

EXHIBIT A

Buyer's Name: VICTOR PATERNO, Address: 7807 MARQUIS RIDGE LN, City: LAKE WORTH, State: TX, Zip: 75147. Seller's Name: FERRARI MASERATI OF LAS VEGAS, Address: 5550 N SAHARA AVE, City: LAS VEGAS, State: NV, Zip: 89146.

Section B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT. Annual Percentage Rate: 7.24%. Finance Charge: \$124672.12. Amount Financed: \$409442.33. Total of Payments: \$554114.45. Total Sales Price: \$464114.45.

Table with columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Sales Price. Includes insurance and debt cancellation charges table.

SECTION C: ITEMIZATION OF AMOUNT FINANCED. SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

1. Vehicle Selling Price: \$354649.00. 2. Total Sales Tax: \$23714.78. 3. Amount Paid to Public Offices: \$481.25. 4. Optional, non-taxable, fees or charges: \$0.00. 5. TOTAL CASH SALES PRICE: \$419442.33. 6. Gross Trade in Allowance: \$0.00. 7. Down Payment (Other Than Net Trade-in Allowance): \$10000.00. 8. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE: \$10000.00. 9. UNPAID BALANCE OF LIABILITIES PAID: \$409442.33. 10. Plus Optional Insurance and Debt Cancellation Charges: \$0.00. 11. Other Amounts Financed: \$0.00. 12. TOTAL AMOUNT FINANCED: \$409442.33.

Vehicle description: 2020 Ferrari, 488 Pista, 488 Pista. Includes details on manufacturer's dealer number, use for purchase, and optional equipment like air conditioning, power windows, and cruise control.

Notice of Recession Rights (Option to Cancel). Buyer's signature: Victor Paterno. Co-buyer's signature: N/A.

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C are incorporated into this agreement for purposes of state disclosure requirements. Additional terms and conditions set forth in the contract are a part of the contract and are incorporated herein by reference.

OPTION: You pay no Finance Charge if the Total Amount Financed, item No. 12, Section C, is paid in full on or before the (day) of (month) of (year).

SECTION E: If I checked, you agree to use electronic records and electronic signatures to document this contract. Your electronic signatures on electronic records will have the same effect as signatures on paper documents.

UPON ENTERING INTO THIS CONTRACT, YOU WILL RECEIVE A PAPER COPY OF THE ORIGINAL CONTRACT ELECTRONICALLY SIGNED AND COMPLETE WITH ALL TERMS, CONDITIONS AND DISCLOSURES TO TAKE WITH YOU.

NOTICE TO BUYER: Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 2 months, you are entitled to a refund of the unearned portion of the finance charge.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN PAPER COPY OF THIS CONTRACT AND THE DISCLOSURE ON PAGE 1 OF 2 AT THE TIME OF SIGNING. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C.

Buyer: X FERRARI MASERATI OF LAS VEGAS, Date: 09/05/19. Seller: X, Date: 09/05/19. Title: SALES MANAGER.

ADDITIONAL TERMS AND CONDITIONS

Simple interest contract: This is a simple interest contract. The Finance Charge, Total Payments and Payment Schedule set forth in the disclosure on page 1 of 2 of this contract may vary depending upon the date payments are received and amounts which occur after the contract is made. For example, early payments will have the effect of reducing your final payment, while late payments will cause your final payment to be higher. Your promise requires you to pay the final payment on the date due, which payment will be equal to all unpaid sums due under this contract, even if the amount of the final payment differs from the amount of final payment disclosed on page 1 of 2 of this contract.

Default: If you default in the performance of the agreement, because (1) you fail to make a payment later than 30 days past the date required by the agreement, or (2) the prospect of payment, performance or satisfaction of collateral is significantly impaired the burden of establishing the prospect of significant impairment is on the Seller, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sums, and (3) take immediate possession of the vehicle. Upon taking possession of the vehicle and owing sums as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expense of rearing, reconsecrating, storing and selling the vehicle, and the remainder will be applied to the unpaid sums under the contract, attorney's fees and court costs are allowed but interest on any money left over (if any), it will be paid to you, if a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement, you agree to pay finance charges at the Annual Percentage Rate shown on page 1 of 2 until all sums owing are paid in full. Our remedies are cumulative and taking of any action in writing does not preclude pursuing any other remedy. You promise any reasonable collection costs and expenses, including attorney's fees, if we default under the agreement, if suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed, we may store personal property found in the vehicle for your account and at your expense and, if you do not claim property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

Delinquency and Collection Charge: You will pay a delinquency charge to the lender of \$18 or 8 percent of any installment in default for more than 10 days. If you default as described in the preceding paragraph and we refer this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of the contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not prohibited by law.

Demand for Full Payment and Additional Remedies on Default: If you default under the contract, at the time of the default or any time after default (if the default has not been cured), we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sums, and (3) take immediate possession of the vehicle. Upon taking possession of the vehicle and owing sums as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expense of rearing, reconsecrating, storing and selling the vehicle, and the remainder will be applied to the unpaid sums under the contract, attorney's fees and court costs are allowed but interest on any money left over (if any), it will be paid to you, if a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement, you agree to pay finance charges at the Annual Percentage Rate shown on page 1 of 2 until all sums owing are paid in full. Our remedies are cumulative and taking of any action in writing does not preclude pursuing any other remedy. You promise any reasonable collection costs and expenses, including attorney's fees, if we default under the agreement, if suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed, we may store personal property found in the vehicle for your account and at your expense and, if you do not claim property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

Ownership of the Collateral: You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract.

Location and Use of Collateral: You agree to notify us in writing of any change of your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not permanently take the Collateral out of the State shown in Section D in the section entitled "Address Where Collateral Will Be Located" and you may not lease or otherwise use the Collateral for any purpose other than that stated in the section entitled "Address Where Collateral Will Be Located" or use the Collateral in a manner that would constitute a breach of the contract. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

Inspection of the Collateral: We may inspect the Collateral at any reasonable time.

Taxes: You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing, and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

Property Insurance: You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve. As indicated in Section B, you choose the insurer and the amount of the insurance. When the premium is due and payable, you will deliver the policies to us as additional security and we will provide you with receipts showing payment of premiums. If you do not make the insurance as you pay the premiums, we may do so for you, if we so choose, and the amount paid to that extent will be added to the Total of Payments then owing and a finance charge at the highest lawful contract rate will be charged on that amount. If we do not obtain the insurance, none of our other rights and remedies will be prejudiced. You agree that any proceeds from insurance are to be used to repair or replace the vehicle. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed. You default (as described on page 1 of 2), we may cancel the insurance and the insurance proceeds shall be the net proceeds of that insurance.

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Information on Insurance: Lender or Agent: You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company.

Credit Life Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage): If you indicated in Section B that you want optional credit life insurance, credit disability insurance or debt cancellation coverage (GAP coverage), or any combination thereof, you agree to pay for such insurance at the premium shown in Section B.

NO WARRANTIES: THE SELLER MAKES NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE COLLATERAL OR WHETHER THE COLLATERAL IS SUITABLE OR FIT FOR THE PARTICULAR PURPOSE INTENDED UNLESS THE SELLER HAS DONE SO IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE SELLER AT THE ORIGINAL SALE OF THE COLLATERAL OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, THE SELLER ENTERS INTO A SERVICE CONTRACT WITH THE BUYER THAT APPLIES TO THE COLLATERAL. THE EXCLUSION OF IMPLIED WARRANTIES SET FORTH IN THIS PARAGRAPH DOES NOT EXCLUDE ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO THE COLLATERAL UNDER THE TERMS OF THE CONTRACT OR AGREEMENT IN WHICH THE EXCLUSION WAS MADE.

Notice: Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled "Your Address After Receipt of Possession of Collateral" at least 5 days before the event with respect to which notice is required unless we have actual knowledge of a change in your address and, in that event, the notice will be reasonable if we send it to the changed address.

Waiver of Remedies: This contract contains a waiver of remedies that may be available to you under the Uniform Commercial Code. You agree that you will not sue us for breach of this contract.

Exercising our Rights: We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, or waive a right we have to one Buyer without waiving it as to the others).

Meaning of Words: In this contract the words "you" and "your" means each and all those who sign the contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words "he", "she" and "him" means the Co-buyer shown on page 1 of 2 of this contract, and if not indicated to assigned, the successors and assigns and any other holder of the contract.

Governing Law: This contract has been delivered in the State of Creditor's place of business and will be governed by the laws of that State and applicable federal law. Invalidity: Wherever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid.

Notice of Rescission Rights (Option to Cancel): The provisions of the paragraph only apply if you have signed the notice of rescission rights on page 1 of 2 of this contract. (1) You agree to furnish the Seller any documentation necessary to verify information contained in your credit application. (2) You acknowledge that I may take a few days for the Seller to verify your credit and assign the contract. In consideration of the Seller agreeing to deliver the vehicle, you agree that if the Seller is unable to deliver the vehicle within the time specified in the contract, you agree to rescind the contract. (3) If the Seller elects to rescind the contract, the Seller shall, within 20 days after the date of the contract, give you notice of the rescission. Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the Seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded. The Seller shall be deemed to have rescinded the contract, to you, only if you have returned the vehicle to the Seller, including any trade-in vehicle, (4) If the vehicle is not immediately returned to the Seller after giving notice of the Seller's election to rescind the contract, you shall be deemed to have accepted the vehicle, including all expenses incurred by the Seller in obtaining possession of the vehicle, including attorney's fees and court costs, and you shall be deemed to have accepted the vehicle as it is, with all its accessories, and you shall be deemed to have assumed the risk of loss or damage to the vehicle and to be liable for any reasonable repair costs needed to return the vehicle to the condition in which it was sold. (5) The vehicle is your property and you shall be deemed to have assumed the risk of loss or damage to the vehicle and to be liable for any reasonable repair costs needed to return the vehicle to the condition in which it was sold.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on page 1 of 2, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Assignment: Seller may transfer this contract to another person ("Assignee"), and person we have an or owner's rights, privileges and remedies. The buyer may assign the contract electronically. Contact Assignee about this contract at Edgar Research of Las Vegas.

Seller Name: Edgar Research of Las Vegas (Print Assignee contact information)

By: [Signature]

Title: _____

To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts asserted therein are correct; (b) the contract accurately reflects the terms of the collateral or services described in the contract, or both; (c) the down payment, if any, is shown on page 1 of 2 of this contract, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (d) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller; (e) the collateral or services are not subject to any lien or other claim of a third party; (f) the collateral or services are not subject to any lien or other claim of a third party; (g) the collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract; (h) the full amount of the stated Total of Payments remains unpaid; (i) Seller is the holder of the contract and the security interest and clear of all liens and encumbrances and Seller has full power and authority to assign the same; (j) the goods and services described in the contract are not subject to any lien or other claim of a third party; (k) the collateral or services are not subject to any lien or other claim of a third party; (l) Buyer has furnished a completed copy of the contract prior to consummation; (m) the collateral is insured with a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee; (n) Seller has not knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement; (o) the facts set forth in the contract are true; (p) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract; (q) Buyer is, if more than one, each to sell, deliver and hold legal title to the collateral and is able to transfer, and (r) Seller has no reason to believe the Buyer has ever violated any law concerning liquor or narcotics.

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to the unpaid balance of the contract plus accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from bringing against Seller any other remedies provided by law for misrepresentation or breach of warranty in the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral. If Buyer asserts a defense, suit or counterclaim any act, omission or default by Seller, Seller shall forthwith or demand repurchase the contract for the amount set forth above. The provisions of this agreement shall be binding on the heirs, successors, assigns and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

1. RECOURSE: Seller (hereinafter and unconditionally) guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller: _____ By: _____

Title: _____ Date: _____

2. REPURCHASE: In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repurchase and repurchase the Collateral, or if the Collateral has already been repossessed, Seller will repurchase the Collateral in the place of repossession or recovery. The collateral will be repurchased in any event AS IS, at a price equal to the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the date of the default, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may assign to Seller without recourse and without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller: _____ By: _____

Title: _____ Date: _____

3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer shall have paid the first _____ installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of the agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

Seller: _____ By: _____

Title: _____ Date: _____

4. WITHOUT RECOURSE: This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Seller: Edgar Research of Las Vegas By: [Signature]

Title: _____ Date: 4-5-19

NOT A CERTIFIED COPY

EXHIBIT B



FINANCIAL SERVICES
P.O. BOX 510
WILLIAMSVILLE, NY 14231

01/11/2021

VICTOR PATERNO
7807 MARQUIS RIDGE LN
LAKE WORTH, FL 33467

Dear VICTOR PATERNO:

Attached you will find the Payment History statement you requested which provides a schedule of amounts assessed and applied to your account.

Listed below is the original contract information.

Contract Date:	09/05/2019	Year:	2020
Term:	60	Make:	FERRARI
Payment Amount:	\$4,571.18	Model:	488 PISTA
		VIN:	ZFF90HLA6L0248396

Should you have any questions in regards to your payment history or need other assistance with your account, please contact our Customer Service Department at (800) 206-9828.

Sincerely,

Customer Service Department
Ferrari Financial Services

NOT A CERTIFIED COPY

Payment History Statement of Account

Name: VICTOR PATERNO

Account: 0270027190

Effective Date	Transaction Date	Posting Code	Total Amount	Payment Type
12/30/2020	12/30/2020	LATE CHARGE	\$15.00	Invoiced
12/20/2020	12/21/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
11/30/2020	11/30/2020	LATE CHARGE	\$15.00	Invoiced
11/20/2020	11/20/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
10/30/2020	10/30/2020	LATE CHARGE	\$15.00	Invoiced
10/20/2020	10/20/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
10/13/2020	10/13/2020	ONE TIME ACH FEE	(\$25.00)	Payment
10/13/2020	10/13/2020	PAYMENT AMOUNT	(\$4,571.18)	Payment
10/08/2020	10/08/2020	ONE TIME ACH FEE	\$25.00	Invoiced
09/30/2020	09/30/2020	LATE CHARGE	\$15.00	Invoiced
09/20/2020	09/21/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
09/09/2020	09/09/2020	ONE TIME ACH FEE	(\$25.00)	Payment
09/09/2020	09/09/2020	PAYMENT AMOUNT	(\$4,571.18)	Payment
09/04/2020	09/04/2020	ONE TIME ACH FEE	\$25.00	Invoiced
08/31/2020	08/31/2020	LATE CHARGE	\$15.00	Invoiced
08/20/2020	08/20/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
07/30/2020	07/30/2020	LATE CHARGE	\$15.00	Invoiced
07/20/2020	07/20/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
07/09/2020	07/09/2020	PAYMENT AMOUNT	(\$4,571.18)	Payment
07/07/2020	07/07/2020	LATE CHARGE	(\$15.00)	Invoiced
06/30/2020	06/30/2020	LATE CHARGE	\$15.00	Invoiced
06/20/2020	06/22/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
06/10/2020	06/10/2020	LATE CHARGE	(\$30.00)	Invoiced
03/19/2020	06/10/2020	LATE CHARGE	(\$15.00)	Invoiced
03/19/2020	06/10/2020	PAYMENT AMOUNT	(\$4,571.18)	Payment
03/19/2020	06/10/2020	ONE TIME ACH FEE	(\$25.00)	Payment
03/19/2020	06/10/2020	LATE CHARGE	(\$15.00)	Payment
04/20/2020	06/10/2020	PAYMENT AMOUNT	(\$4,571.18)	Invoiced
03/19/2020	06/10/2020	LATE CHARGE	\$15.00	Reversed
03/19/2020	06/10/2020	LATE CHARGE	\$15.00	Reversed
03/19/2020	06/10/2020	LATE CHARGE	\$15.00	Reversed
03/19/2020	06/10/2020	ONE TIME ACH FEE	\$25.00	Reversed
03/19/2020	06/10/2020	PAYMENT AMOUNT	\$4,541.18	Reversed
06/01/2020	06/01/2020	LATE CHARGE	\$15.00	Invoiced
05/20/2020	05/20/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
04/20/2020	04/20/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
03/19/2020	03/31/2020	LATE CHARGE	(\$15.00)	Payment
03/19/2020	03/31/2020	LATE CHARGE	(\$15.00)	Payment
03/19/2020	03/31/2020	LATE CHARGE	(\$15.00)	Payment
03/19/2020	03/31/2020	ONE TIME ACH FEE	(\$25.00)	Payment
03/19/2020	03/31/2020	PAYMENT AMOUNT	(\$4,541.18)	Payment
03/20/2020	03/31/2020	PAYMENT AMOUNT	(\$4,571.18)	Invoiced
02/20/2020	03/31/2020	PAYMENT AMOUNT	(\$4,556.18)	Invoiced
03/19/2020	03/31/2020	ONE TIME ACH FEE	\$25.00	Reversed
03/19/2020	03/31/2020	LATE CHARGE	\$15.00	Reversed
03/19/2020	03/31/2020	PAYMENT AMOUNT	\$4,556.18	Reversed
03/19/2020	03/31/2020	LATE CHARGE	\$15.00	Reversed
03/30/2020	03/30/2020	LATE CHARGE	\$15.00	Invoiced

Payment History Statement of Account

Effective Date	Transaction Date	Posting Code	Total Amount	Payment Type
03/20/2020	03/20/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
03/19/2020	03/20/2020	ONE TIME ACH FEE	(\$25.00)	Payment
03/19/2020	03/20/2020	LATE CHARGE	(\$15.00)	Payment
03/19/2020	03/20/2020	PAYMENT AMOUNT	(\$4,556.18)	Payment
03/19/2020	03/20/2020	LATE CHARGE	(\$15.00)	Payment
03/19/2020	03/20/2020	ONE TIME ACH FEE	\$25.00	Reversed
03/19/2020	03/20/2020	PAYMENT AMOUNT	\$4,556.18	Reversed
03/19/2020	03/20/2020	PAYMENT AMOUNT	\$30.00	Reversed
03/19/2020	03/19/2020	ONE TIME ACH FEE	(\$25.00)	Payment
03/19/2020	03/19/2020	PAYMENT AMOUNT	(\$4,556.18)	Payment
03/19/2020	03/19/2020	PAYMENT AMOUNT	(\$30.00)	Payment
03/17/2020	03/17/2020	ONE TIME ACH FEE	\$25.00	Invoiced
03/02/2020	03/02/2020	LATE CHARGE	\$15.00	Invoiced
02/20/2020	02/20/2020	ONE TIME ACH FEE	(\$25.00)	Payment
02/20/2020	02/20/2020	PAYMENT AMOUNT	(\$4,571.18)	Payment
02/20/2020	02/20/2020	PAYMENT AMOUNT	(\$15.00)	Payment
02/20/2020	02/20/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
02/18/2020	02/18/2020	ONE TIME ACH FEE	\$25.00	Invoiced
01/30/2020	01/30/2020	LATE CHARGE	\$15.00	Invoiced
01/20/2020	01/21/2020	PAYMENT AMOUNT	\$4,571.18	Invoiced
12/20/2019	12/20/2019	PAYMENT AMOUNT	(\$4,571.18)	Payment
12/20/2019	12/20/2019	PAYMENT AMOUNT	\$4,571.18	Invoiced
11/20/2019	11/20/2019	PAYMENT AMOUNT	(\$4,571.18)	Payment
11/20/2019	11/20/2019	PAYMENT AMOUNT	\$4,571.18	Invoiced
10/21/2019	10/21/2019	PAYMENT AMOUNT	(\$4,571.18)	Payment
10/20/2019	10/21/2019	PAYMENT AMOUNT	\$4,571.18	Invoiced
09/05/2019	09/10/2019	PRINCIPAL	\$409,442.33	

NOT A CERTIFIED COPY

NOT A CERTIFIED COPY

EXHIBIT C

SAUL EWING
ARNSTEIN
& LEHR^{LLP}

Carmen Contreras-Martinez

Phone: 305.428.4528

Carmen.Conteras-Martinez@saul.com

www.saul.com

January 12, 2021

Via FedEx and E-mail: VPNYC@AOL.COM

Victor Paterno
7807 Marquis Ridge Lane
Lake Worth, FL 33467

Victor Paterno
2335 Halyard Drive
Merrick, NY 11566-5528

RE: DEMAND
2020 Ferrari, Vin # ZFF90HLA6L0248396
Loan No: [REDACTED]

Dear Mr. Paterno:

We represent, Ferrari Financial Services, Inc., regarding the above referenced loan. You entered into a Retail Installment Contract on September 5, 2019 for the purchase of a 2020 Ferrari 488 PISTA, with vin number **ZFF90HLA6L0248396** (the "Contract"). You defaulted on the terms of the Contract by failing to make the regular monthly payments when due.

As of the date of this letter, there is a balance of \$18,374.72 owed under the Contract. **This letter constitutes Ferrari Financial Services, Inc.'s written demand to collect the balance owed under the Contract.** This amount may increase periodically due to interest, late fees, penalties, and costs.

Please send payment in the amount of \$18,374.72 via check made payable to "Ferrari Financial Services, Inc." and deliver to our address at Saul Ewing Arnstein & Lehr, c/o Carmen Contreras-Martinez, 701 Brickell Avenue, 17th Floor, Miami, FL 33131. If you would prefer to pay via wire transfer, please contact me and I will provide you with the wire transfer instructions.

Unless you, within thirty (30) days of receipt of this letter, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us. If you notify us in writing at the address above within thirty (30) days of receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt from Ferrari Financial Services, Inc., and mail it to you. We will cease collection of the debt until we receive verification from Ferrari Financial Services, Inc. and mail it to you.

701 Brickell Avenue ♦ 17th Floor ♦ Miami, FL 33131

Phone: (305) 428-4500 ♦ Fax: (305) 374-4744 ♦ HOURS: Monday-Friday 8:30am-5:30pm EST

DELAWARE FLORIDA ILLINOIS MARYLAND MASSACHUSETTS MINNESOTA NEW JERSEY NEW YORK PENNSYLVANIA WASHINGTON, DC

A DELAWARE LIMITED LIABILITY PARTNERSHIP

If we do not receive your payment within thirty (30) days of your receipt of this letter, or otherwise hear from you regarding disputing the debt, or if you do not otherwise exercise your rights, Ferrari Financial Services, Inc. may file a lawsuit against you in Florida for replevin and the balance owed under the contract.

You may be able to reduce the amount you owe by voluntarily returning the vehicle. Please contact me at (305) 428-4528 or CarmenContreras-Martinez@saul.com to make arrangements to return the vehicle.

Ferrari Financial Services, Inc. reserves all rights and remedies under Florida law as a result of your breach of the Contract. Nothing in this letter should be construed to waive any rights or remedies, whether legal or equitable, now existing or accruing in favor of Ferrari Financial Services, Inc., all such rights and remedies being expressly reserved.

Please contact me if you wish to discuss or have any questions regarding this letter. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Sincerely,

Carmen Contreras-Martínez

Carmen Contreras-Martinez

CCM/am
cc: Ferrari Financial Services, Inc.

NOT A CERTIFIED COPY

EXHIBIT D



FINANCIAL SERVICES
P.O. BOX 510
WILLIAMSVILLE, NY 14231

01/11/2021

VICTOR PATERNO
7807 MARQUIS RIDGE LN
LAKE WORTH, FL 33467

Dear VICTOR PATERNO:

We would like to thank you for your inquiry about a payoff on your vehicle.

The amount of the payoff for this retail installment contract is \$412,455.27. This figure is only good until 01/11/2021. The per diem rate is \$79.81.

If you are paying off your retail installment contract, please send a certified check to:

Ferrari Financial Services, Inc
PO Box 510
Williamsville, NY 14231

This payoff is based upon the activity on your account through the date of this letter and is subject to final verification before the title is released. Any discrepancies in the amount collected will remain your responsibility. The vehicle title will be released to the address shown above unless you indicate otherwise, in writing.

Should you have any questions about your retail installment contract, please contact our Customer Service Department at (800) 206-9828.

Sincerely,

Customer Service Department
Ferrari Financial Services, Inc

Hours: Collections: 8:00 AM-11:00 PM Monday -Thursday, 8:00 AM-8:00 PM Friday, 9:00 AM-1:00 PM Saturday
Customer Service: 8:00 AM-11:00 PM Monday - Thursday, 8:00 AM-9:00 PM Friday, 9:00 AM-5:30 PM Saturday