# UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In re:

Telexfree, LLC,
Telefree, Inc., and
Telexfree Financial, Inc.,
Debtors.

Chapter 11

Case No. 14-40987-MSH

Case No. 14-40988-MSH

Case No. 14-40989-MSH

(Jointly Administered)

# ADDITIONAL RESPONSE TO THE TRUSTEE'S SIXTH AND SEVENTH OMNIBUS OBJECTION TO CLAIMS [DOC #2899 & #2900]

NOW COMES Claimants, Ruben Nieves (Claim #131265-000 & 130454-000); Samir Laqtib (Claim #121707-000); Joseph Zagarella (Claim #131730-000 & 131722-000); Merilio Rojas (Claim #131600-000); and Joseph Nasr (Claim #121700-000) by and through counsel, in accordance with the Sixth and Seventh Omnibus Objection by Chapter 11 Trustee to Disputed Participant Claims and files this additional response to dispute the Chapter 11 Trustee's ("Trustee") disallowance of their claim and further states:

1. Claim no.131265-000 &130454-000, Ruben Nieves; Participant filed duplicate claim. Participant disputes the User Account activity attributed to her by the Trustee. Upon further review of his records, Participant amends his claim to \$82,093.62. Participant submits an affidavit along with bank statements showing funds paid to Telex along with emails and other documents of evidence of investment in Telexfree. And proof of expenses related to promoting Telexfree. Because facts are disputed, the Participant requests a brief period for discovery and then assignment of this matter for trial.

- 2. Claim no. 121707-000, Samir Laqtib; Participant disputes the User Account activity attributed to him by the Trustee. Participant maintains he is a net loser in the amount of \$9,975.00. Participant previously submitted an Affidavit. Participant now submits confirmation of a 2014 dispute filed with bank of America regarding \$1,425.25 payment made to Telexfree. Participant states he never received a permanent credit from his bank for this charge. Because facts are disputed, the Participant requests a brief period for discovery and then assignment of this matter for trial.
- 3. Claim no. Claim #131730-000 & 131722-000, Joseph Zagarella; Participant filed duplicate claim. Participant submits affidavit in support of his claim. Because facts are disputed, the Participant requests a brief period for discovery and then assignment of this matter for trial.
- 4. Claim #131600-000, Merilio Rojas; Participant submits affidavit in support of his claim. Because facts are disputed, the Participant requests a brief period for discovery and then assignment of this matter for trial.
- 5. Claim #121700-000, Joseph Nasr Participant submits affidavit and additional documents previously submitted in support of his claim. Because facts are disputed, the Participant requests a brief period for discovery and then assignment of this matter for trial.

WHEREFORE, Claimants Ruben Nieves, Samir Laqtib, Joseph Zagarella, Merilio Rojas and Joseph Nasr dispute the disallowance of their respective claims insofar as they are a valid claim and requests entry of an Order allowing their respective claims or in the alternative a brief period for discovery and then assignment of this matter for trial.

Respectfully submitted, Ruben Nieves, Samir Laqtib, Joseph Zagarella, Merilio Rojas and Joseph Nasr

by their attorney,

/s/ Jordan L. Shapiro

JORDAN L. SHAPIRO SHAPIRO & HENDER 105 Salem Street Malden, MA 02148 (781) 324-5200 BBO#: 454240 jslawma@aol.com

Dated: May 13, 2020

#### CERTIFICATE OF SERVICE

I, Dilce H. Goncalves, certify that I forwarded a copy of the within Additional Response to Trustee's Second and Third Omnibus Objections through the Court's EM/ECF system to the following:

- William R. Baldiga wbaldiga@brownrudnick.com
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| Sign | ned | under | the | penalties c | of peri | iurv | this 13 <sup>t</sup> | <sup>:h</sup> Dav | v of Mav | 2020. |
|------|-----|-------|-----|-------------|---------|------|----------------------|-------------------|----------|-------|
|      |     |       |     |             |         |      |                      |                   |          |       |

| /s/ Dilce H. Goncalves |  |
|------------------------|--|
| Dilce H. Goncalves     |  |

## **AFFIDAVIT**

- 1. I, Ruben Nieves, of 7 Argyle St. Andover, MA 01810 am an investor in Telex-Free.
- 2. I first became interested in become an investor after talking to Santiago De La Rosa of Lynn, MA. Santiago De La Rosa was my friend, and a Christian of my faith, so I trusted him.
- 3. He convinced me to invest \$325.00 which I paid to him on or about the end of the year 2012.
- 4. The money came from my own cash on hand, as it was a small amount, and as usual, no receipt was provided by Mr. De La Rosa
- 5. During the year 2013 and 2014, at various dates which I cannot remember several years later, I invested others amounts to a total of over Seventy thousand (\$70,000) dollars. Please see bank statements attached as Exhibit 1. This money was my life savings. I gave cash to Santiago De La Rosa at his home or events and meeting, and to Sam, I don't remember his last name, in the same way I gave money to Santiago De La Rosa, I also gave money for points/bonuses to Julio Da Silva, by bringing it to his office on Route 60 Malden, MA, and also brought cash to the office of Telex-Free in Marlboro, MA. Julio Da Silva was supposed to be a leader in his church. Many Brazilians tend to be religious people, and he was a very polite and respectful individual, one that one feel like trusting.
- 6. I never received a dollar back in checks or cash from Telex-Free or any of the people I gave money to. They would give "points or bonuses to my accounts" and I, as well as others victims discovered that they would periodically erase such "points or bonuses" then blaming the computer. One Telexfree insider suggested that the nephew of Carlos Wanzeler and others were in charge of "tricking" the computers and playing with the

data, making a lot of the data unreliable, which is why the records the Trustee is relying on is inaccurate.

- 7. I spent my own money traveling promoting the business and on airfare for trips to Puerto Rico, Dominican Republic, California, and many other states and communities. See EXHIBIT 2 copy of airplane tickets, pictures of conferences I attended, email confirmations of conferences and seminars from Telexfree and screenshits of Telexfree back office account information. I spent over twelve thousand (\$12,000.00) dollars paying expenses of the business and on many occasions paying for the expenses of others on the team. See Spreadsheet listing my expenses attached as EXHIBIT 3 along with Bank statements attached as EXHIBIT 1. I was never reimbursed for those expenses as promised by Carlos Wanzeler and other top leaders.
- 8. We trusted the people involved with Telexfree.
- 9. It is not reasonable to expect anyone to remember accurately what happened six or seven years ago, especially when it was a series of events that have cause anger, trauma, depression, financial losses, and personal financial difficulties. However, this affidavit is my best memory of the funds I paid to Telexfree, as supported by my records. I invested like many others, large amounts of cash, and at the end I was broke.
- 10. My records will show that I was a participant with many accounts, that I gave cash that came out of my Bank of America Account ended of 7957, and my TD Bank Account ended on 7499.
- 11. It is not reasonable for the Bankruptcy Court, Trustees and those reviewing the accounts to not give back to us, the investors and victims, our money and propose that my claim be brought to zero.
- 12. I am disputing the transaction(s) and/or user account(s) activity attributed to me by the TelexFree books and records.
- 13. I request some brief additional time to take discovery from Telex and to examine their records of any alleged income.

- 14. The way and manner Telex kept records was not true and accurate and the information that the Plaintiff, Darr, is relying on is not true or accurate either. The methods used by the Trustee in determining the amount owed to claimants is flawed and requires an evidentiary hearing.
- 15. I am a "net loser" in the amount of \$70,000,00 in money I invested in Telex and an additional \$12,093.62 in unreimbursed expenses and pray that my proof of claim in the now amended amount of \$82,093.62 be allowed.
- 16. I request a hearing and full trial on the merits of this matter so that I can prove the payments I made and the loss I suffered.

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Signed under the penalties of perjury ///oy // 2020 (date)

\_(Signature

# EXHIBIT 1

T

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

RUBEN NIEVES 26 GREYSTONE RD MALDEN MA 02148-1250 Page: Statement Period: Cust Ref#: Primary Account #:



TD Convenience Checking **RUBEN NIEVES** 



THE EASIEST WAY TO SAVE!

PAY NO MONTHLY MAINTENANCE FEE FOR THE FIRST 12 MONTHS ON YOUR TD SIMPLE SAVINGS ACCOUNT! JUST LINK YOUR ELIGIBLE TO BANK PERSONAL CHECKING ACCOUNT TO YOUR SAVINGS ACCOUNT AND MAKE A QUALIFIED RECURRING \$25 MONTHLY TRANSFER INTO YOUR SAVINGS ACCOUNT. TO START SAVING TODAY, STOP BY ANY TO BANK, CONNECT TO TOBANK.COM OR CALL US AT 1-888-751-9000.

### ACCOUNT SUMMARY

Beginning Balance Deposits Other Credits



Average Collected Balance Annual Percentage Yield Earned Days in Period

Checks Paid **Electronic Payments** Other Withdrawais Service Charges Ending Balance

|                                | Total for This Period | Total Year-to-Date |
|--------------------------------|-----------------------|--------------------|
| Total Overdraft Fees           | \$0.00                | \$0.00             |
| Total Returned Item Fees (NSF) | \$0.00                | \$35.00            |

| DAILY ACCOU                | NT ACTIVITY   |   |   |              |
|----------------------------|---------------|---|---|--------------|
| Deposits POSTING DATE      | DESCRIPTIO    | N   |   | AMOUNT       |
| 1/27                       | DEPOSIT       |   |   |              |
| 1/28                       | DEPOSIT       |   |   |              |
| 1/31                       | DEPOSIT       |   |   |              |
| 2/3                        | DEPOSIT       |   |   |              |
| 2/6                        | DEPOSIT       |   |   |              |
| 2/13                       | DEPOSIT       |   |   | 945 W. W. W. |
| 2/19                       | DEPOSIT       |   |   |              |
|                            |               |   | Subtotal:   |              |
| Other Credits POSTING DATE | DESCRIPTIO    | V   |   | AMOUNT       |
| 2/21                       | WIRE TRA      | NSFER INCOMING, CEVALLOS                        | GARZON BERTHA GABRIELA                                      |              |
|                            |               |   | Subtotal:   |              |
| Checks Paid                | No. Checks: I | *Indicates break in serial sequence or check pr | ocessed electronically and listed under Electronic Payments |              |
| DATE                       | SERIAL NO.    | AMOUNT  |   |              |
| 2/18                       | 99            | 550.00  | ·   |              |
|                            |               |   | Subtotal:   | 550.00       |

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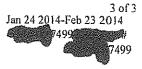
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STATEMENT OF ACCOUNT

**RUBEN NIEVES** 

Page: Statement Period: Cust Ref #: Primary Account #:



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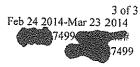
| Clastra via D.                  | T ACTIVITY                        |  |  |
|---------------------------------|-----------------------------------|--|--|
| Electronic Paym<br>POSTING DATE | ents<br>DESCRIPTION               |  | 111010   |
| 1/27                            | TD ATM DEBIT, *****31236516438, A | ITT 010714 IND A WITH IND A W  | AMOUN  |
|                                 | 228 HAVERHILL ST METHUE           |  | 700.00   |
| 1/28                            | TD ATM DEBIT, *****31236516438, A |  | 700.00   |
|                                 | 280 MONTVALE AVE WOBU             |  | 700.00   |
| 2/10                            | DEBIT CARD PURCHASE, *****31236   |  | 321.00   |
|                                 | ORO DEEPSEA COSMETICS AVI         | ENTURA * FL  |  |
| 2/12                            | TD ATM DEBIT, *****31236516438, A | UT 021114 DDA WITHDRAW   | 700.00   |
|                                 | 280 MONTVALE AVE WOBUI            | RN * MA  |  |
| ·                               |                                   | Subtotal:  | 2,421.00   |
| Other Withdraws                 |                                   |  |  |
| POSTING DATE                    | DESCRIPTION                       |  | AMOUN  |
| 1/24                            | DEBIT                             | Trustant -   |  |
| 1/27                            | DEBIT                             | To delple  | 10,000.00  |
| 1/27                            | DEBIT                             | 0000   |  |
| 1/29                            | DEBIT                             | * 10/0   |  |
| 1/31<br>2/3                     | DEBIT                             | n 4  | 6,500.00   |
| 2/13<br>2/13                    | DEBIT                             | Twentures -  | 8,000.00   |
| 2/13<br>2/19                    | DEBIT<br>DEBIT                    | N 30,000   | 6,000.00   |
| 2/21                            | WIRE TRANSFER FEE                 | * - /  |  |
| 2/21                            | WIND INANSPER FEE                 |  | 15.00  |
|                                 |                                   | Subtotal:  |  |
| Service Charges                 | D. Construction                   |  |  |
| POSTING DATE                    | DESCRIPTION                       | •  | AMOUNT   |
| 2/21                            | PAPER STATEMENT FEE               |  | 1.00   |
|                                 |                                   | Subtotal:  | 1.00   |
| DAILY BALANCI                   | ESUMMARY                          | ACTION ACTION AND ACTION AND ACTION A | Market and the Conference of t |
| DATE                            | BALANCE                           | DATE   | BALANCE  |
| /23                             |                                   | 2/6  |  |
| /24                             |                                   | 2/10   |  |
| /27                             |                                   | 2/12   |  |
| /28                             |                                   | 2/13   |  |
| /29                             |                                   | 2/18   |  |
| /31                             |                                   | 2/19   |  |
| /3                              |                                   | 2/21   |  |

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STATEMENT OF ACCOUNT

RUBEN NIEVES

Page: Statement Period: Cust Ref#; Primary Account #:



| DAILY ACCOUN                    | ************************************** |  |  |
|---------------------------------|--|--|--|
| Electronic Paymo                | ents (continued) DESCRIPTION           |  |  |
| 3/10                            |  | 16186  | AMOUNT   |
| 3/10                            | 535 BOYLSTON STREET                    | 16438, AUT 030814 DDA WITHDRAW<br>BOSTON * MA  | 700.00   |
| 3/12                            |  | 16438, AUT 031114 DDA WITHDRAW   | 700.00   |
| 3/14                            |  | WOBURN * MA<br>***31236516438, AUT 031214 VISA DDA PUR<br>401 868 2000 * RI  | 80.00  |
|                                 |  | Subtotal:  | 5,301.04   |
| Other Withdrawa<br>POSTING DATE |  |  | ***************************************  |
|                                 | DESCRIPTION                            | Twenthunt #30,000  | AMOUNT   |
| 2/28                            | DEBIT                                  | Level hora   | 9,950.00   |
| 3/3                             | DEBIT                                  | Jan 100  | 7,000.00   |
| 3/4                             | DEBIT                                  | #3°1°  | 9,700.00   |
| 3/5                             | DEBIT                                  |  | 2,500.00   |
| 3/6                             | DEBIT                                  |  |  |
| 3/7                             | DEBIT                                  |  |  |
| 3/10                            | DEBIT                                  |  |  |
|                                 |  | Subtotal:  |  |
| Service Charges<br>POSTING DATE | DESCRIPTION                            |  |  |
| 1/21                            |  |  | AMOUNT   |
| 7.2.1                           | PAPER STATEMENT FEE                    |  | 1.00   |
|                                 |  | Subtotal:  | 1.00   |
| DAILY BALANCE                   | SUMMARY                                | The second secon | A CONTRACTOR OF THE PARTY OF TH |
| ATE                             | BALANCE                                | DATE   | BALANCE  |
| /23                             |  | 3/7  |  |
| /28                             |  | 3/10   |  |
| /3                              |  | 3/12   |  |
| /4                              |  | 3/14   |  |
| /5<br>/6                        |  | 3/21   |  |

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STATEMENT OF ACCOUNT

RUBEN NIEVES 26 GREYSTONE RD MALDEN MA 02148-1250 Page: Statement Period: Cust Ref #: Primary Account #:



TD Convenience Checking RUBEN NIEVES



| Beginning Balance | 325.89 | Average Collected Balance      | 260.71 |
|-------------------|--------|--------------------------------|--------|
|                   |        | Annual Percentage Yield Earned | 0.00%  |
| Other Withdrawals | 325.89 | Days in Period                 | 4      |
| Ending Balance    | 0.00   | ·                              |        |

|                                | Total for This Period | Total Year-to-Date |
|--------------------------------|-----------------------|--------------------|
| Total Overdraft Fees           | \$0.00                | \$0.00             |
| Total Returned Item Fees (NSF) | \$0.00                | \$35.00            |

| DAILY ACCOUN                 | VT ACTIVITY        |           |        |
|------------------------------|--------------------|-----------|--------|
| Other Withdraws POSTING DATE | als<br>DESCRIPTION |           | AMOUNT |
| 4/28                         | ACCOUNT CLOSED     |           | 325.89 |
|                              |                    | Subtotal: | 325.89 |
| DAILY BALANC                 | ESUMMARY           |           |        |

|                   |         | Subtotai:  |
|-------------------|---------|--|
| DAILY BALANCE SUM | MARY    | The second state of the second |
| DATE              | BALANCE |  |
| 4/23              | 325.89  |  |
| 4/28              | 0.00    |  |
|                   |         |  |

## How to Balance your Account

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have 3. Subtotal by adding lines 1 and 2. an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:

List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.

- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- Subtract Line 4 from 3. This adjusted balance should equal your account balance.

| O<br>Ending<br>Balance          | 0.00                            |  |                  |
|---------------------------------|---------------------------------|--|------------------|
| O Solida<br>Total<br>Deposits   | 17%<br>+                        |  | ř                |
| <b>O</b><br>Sub Total           |                                 |  | 0-7 <sub>6</sub> |
| O<br>Total<br>Withdrawals       |                                 |  |                  |
| <b>G</b><br>Adjusted<br>Balance | ******************************* |  | 1                |

Page:

2 of 2

| DEPOSITS NOT<br>ON STATEMENT            | DOLLARS                       | CENTS |
|---|-------------------------------|-------|
|   | a commencement and the second |       |
| ***                                     |                               |       |
|   |                               |       |
|   |                               |       |
| *************************************** |                               |       |
|   |                               |       |
| Total Deposits                          |                               | Ω     |

| WITHDRAWALS NOT<br>ON STATEMENT | DOLLARS | CENTS                                   |
|---------------------------------|---------|---|
|                                 |         | *************************************** |
|                                 |         |   |
|                                 |         |   |
|                                 |         |   |
|                                 |         |   |
|                                 |         |   |

| WITHDRAWALS NOT<br>ON STATEMENT  | DOLLARS | CENTS                                   |
|--|---------|---|
|  |         | *************************************** |
| Management and the second and the se |         | · · · · · · · · · · · · · · · · · · ·   |
|  |         |   |
|  |         |   |
| Total<br>Withdrawals   |         | 0                                       |

#### FOR CONSUMER ACCOUNTS ONLY IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number
- A description of the error or transaction you are unsure about
   The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

#### INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank

## FOR CONSUMER LOAN ACCOUNTS ONLY BILLING RIGHTS

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.

  Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full, To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge

# Case 14-40987 Doc 3236-2 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Exhibit Nieves. attachment 1 of 3 Page 7 of 67



America's Most Convenient Bank®

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STATEMENT OF ACCOUNT

RUBEN NIEVES 26 GREYSTONE RD MALDEN MA 02148-1250



Page: Statement Period: Cust Ref #; Primary Account #;



TD Convenience Checking

**RUBEN NIEVES** 

Account #

| ACCOUNT SUMMARY     |        |  |                 |
|---------------------|--------|--|-----------------|
| Beginning Balance   | 658.96 | Average Collected Balance Annual Percentage Yield Earned | 491,34<br>0.00% |
| Electronic Payments | 332.07 | Days in Period   | 31              |
| Service Charges     | 1.00   | ·  |                 |
| Ending Balance      | 325.89 |  |                 |

|                                | Total for This Period | Total Year-to-Date |
|--------------------------------|-----------------------|--------------------|
| Total Overdraft Fees           | \$0.00                | \$0.00             |
| Total Returned Item Fees (NSF) | \$0.00                | \$35.00            |

| <del></del>                     |   |  |         |
|---------------------------------|---|--|---------|
| DAILY ACCOUN                    | TT ACTIVITY   |  |         |
| Electronic Paym<br>POSTING DATE | ents<br>DESCRIPTION   |  | AMOUNT  |
| 4/7                             | TD ATM DEBIT, *****31236516438, AU 228 HAVERHILL ST METHUEN |  | 300.00  |
| 4/21                            | DEBIT CARD PURCHASE, *****312365<br>BERTUCCI \$ 035 ANDOVER | 16438, AUT 042014 VISA DDA PUR<br>* MA | 32.07   |
|                                 |   | Subtotal:                              | 332.07  |
| Service Charges POSTING DATE    | DESCRIPTION   |  | AMOUNT  |
| 4/23                            | PAPER STATEMENT FEE   |  | 1.00    |
| -                               |   | Subtotal:                              | 1.00    |
| DAILY BALANC                    | E SUMMARY   |  |         |
| DATE                            | BALANCE   | DATE                                   | BALANCE |
| 3/23                            | 658.96  | 4/21                                   | 326.89  |
| 4/7                             | 358.96  | 4/23                                   | 325.89  |

## How to Balance your Account

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have 3. Subtotal by adding lines 1 and 2. an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:

2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.

- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- Subtract Line 4 from 3. This adjusted balance should equal your account

| Ending<br>Balance    | 325.89   |       |
|----------------------|--|-------|
| <b>②</b><br>Total    | <i>Man</i><br>+  | 60. M |
| Deposts              |  |       |
| Sub Total            | name of the late o |       |
| 0                    |  |       |
| Total<br>Withdrawals | <del></del>  |       |
| 0                    |  |       |

Page:

2 of 2

| DEPOSITS NOT<br>ON STATEMENT | DOLLARS | CENTS |
|------------------------------|---------|-------|
| UNSTATEMENT                  |         |       |
|                              |         |       |
| ****                         |         |       |
|                              |         |       |
|                              |         |       |
|                              |         |       |
| -                            |         |       |
| Total Deposits               |         | Δ.    |

| WITHDRAWALS NOT<br>ON STATEMENT | DOLLARS | CENTS  |
|---------------------------------|---------|--|
|                                 |         | ONCOME CONTROL |
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|                                 |         |  |
|                                 |         |  |
|                                 |         |  |

| WITHDRAWALS NOT<br>ON STATEMENT         | DOLLARS                                  | CENTS |
|---|--|-------|
|   | 16-16-16-16-16-16-16-16-16-16-16-16-16-1 |       |
| *************************************** |  |       |
| ·                                       |  |       |
|   |  |       |
| *************************************** |  |       |
| Totai<br>Withdrawals                    |  | O     |

FOR CONSUMER ACCOUNTS ONLY IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include

- Your name and account number.
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   The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

#### INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

## FOR CONSUMER LOAN ACCOUNTS ONLY BILLING RIGHTS

In case of Errors or Questions About Your Bill:

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# Case 14-40987 Doc 3236-2 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Exhibit Nieves. attachment 1 of 3 Page 9 of 67



America's Most Convenient Bank®

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STATEMENT OF ACCOUNT

RUBEN NIEVES 26 GREYSTONE RD MALDEN MA 02148-1250 Page: Statement Period: Cust Ref #: Primary Account #:



#### WE'RE YOUR HOME LENDING CENTER.

LOOKING FOR A HOME? EXPANDING THE ONE YOU OWN? CHECK IN WITH US. WE HAVE HOME LENDING SOLUTIONS FOR EVERY BORROWING NEED - AND SOME EVEN OFFER DISCOUNTS FOR TD BANK CHECKING CUSTOMERS. TO LEARN MORE, STOP BY YOUR LOCAL TD BANK, VISIT TDBANK.COM OR CALL US AT 1-888-751-9000. (LOANS SUBJECT TO CREDIT APPROVAL. EQUAL HOUSING LENDER.)

## TD Convenience Checking

**RUBEN NIEVES** 

Account # 7499

| ACCOUNT SUMMARY     |           |                                |           |
|---------------------|-----------|--------------------------------|-----------|
| Beginning Balance   | 62,931.00 | Average Collected Balance      | 19,762.23 |
|                     |           | Annual Percentage Yield Earned | 0.00%     |
| Checks Paid         | 420.00    | Days in Period                 | 28        |
| Electronic Payments | 5.301.04  | ,                              |           |
| Other Withdrawals   | 56,550.00 |                                |           |
| Service Charges     | 1.00      |                                |           |
| Ending Balance      | 658.96    |                                |           |

|                                | Total for This Period | Total Year-to-Date |
|--------------------------------|-----------------------|--------------------|
| Total Overdraft Fees           | \$0.00                | \$0.00             |
| Total Returned Item Fees (NSF) | \$0.00                | \$35.00            |

| DAILY ACCOU         | JNT ACTIVITY                |  |
|---------------------|-----------------------------|--|
| Checks Paid<br>DATE | No. Checks: 1<br>SERIAL NO. | *Indicates break in serial sequence or check processed electronically and listed under Electronic Payments  AMOUNT |
| 3/6                 | 0                           | 420.00   |

| DATE            | SERIAL NO.                | AMOUNT                                   |  |  |                       |
|-----------------|---------------------------|--|--|--|-----------------------|
| 3/6             | 0                         | 420.00                                   |  |  |                       |
|                 |                           |  |  | Subtotal:                                | 420.00                |
| Electronic Payn | nents                     |  |  | 1- | Experse               |
| POSTING DATE    | DESCRIPTION               |  |  |  | AMOUNT                |
| 2/28            |                           |  | 236516438, AUT 022114<br>AEREO PUERTO D OM | VISA DDA PUR                             | 607.07                |
| 3/3             |                           | ****31236516438, AU<br>FBUY 1088 230 EVE | T 022814 DDA PURCHA<br>ERETT * MA          | SE                                       | 524.83                |
| 3/3             |                           | PURCHASE, *****312<br>INTS BY SHERATON   | 236516438, AUT 022814<br>REVERE * MA       | VISA DDA PUR                             | / 378.00 <sup>®</sup> |
| 3/7             |                           |  | 236516438, AUT 030614<br>DY * MA           | VISA DDA PUR                             | 710.62 gent           |
| 3/7             |                           | PURCHASE, *****312<br>L GRID 800 322     | 236516438, AUT 030514<br>2 3223 * NY       | VISA DDA PUR                             | 402,25                |
| 3/7             | DEBIT CARD I<br>T MOBILE  |  | 236516438, AUT 030614<br>DY * * MA         | VISA DDA PUR                             | 147.29                |
| 3/10            | DEBIT CARD I<br>JOS A BAI |  | 236516438, AUT 030714<br>DY * MA           | VISA DDA PUR                             | 1,050.98              |

## How to Balance your Account

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments. transfers or other electronic withdrawals not previously recorded.
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- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

| Ending<br>Balance    | 658.96 |              |     |
|----------------------|--------|--------------|-----|
| 0                    | ***    |              | ₩., |
| Total<br>Deposits    | +      | * \$***;<br> | 20  |
| 0                    |        |              |     |
| Sub Total            |        |              |     |
| O<br>Total           |        |              |     |
| Withdrawais          |        |              |     |
| <b>O</b><br>Adiasted |        |              |     |

Page:

2 of 3

| DEPOSITS NOT<br>ON STATEMENT            | DOLLARS                                 | CENTS |
|---|---|-------|
| Сетенняхимический весеносторов          |   |       |
|   |   |       |
| *************************************** |   |       |
|   | *************************************** |       |
|   |   |       |
| Total Deposits                          |   | 0     |

| WITHDRAWALS NOT<br>ON STATEMENT | DOLLARS     | CENTS  |
|---------------------------------|-------------|--|
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| WITHDRAWALS NOT<br>ON STATEMENT             | DOLLARS | CENTS                 |
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| Total<br>Withdrawais                        |         | a                     |

FOR CONSUMER ACCOUNTS ONLY IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an If you need information about an executing time transfer of it you denies men-error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

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Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

## FOR CONSUMER LOAN ACCOUNTS ONLY BILLING RIGHTS

Balance

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  Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about

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America's Most Convenient Bank®

STATEMENT OF ACCOUNT

**RUBEN NIEVES** 

Page: Statement Period: Cust Ref #: Primary Account #:

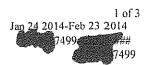


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|--|-----------------------------|---|-------------|
| DAILY ACCOUN'  | <u> </u>                    |   |             |
| Electronic Payme   | nts (continued) DESCRIPTION |   | AMOUNT      |
| 3/10   |                             | CELCADO ALITE ODOGLA INDA MUTUENDA MU           |             |
| 3/10   | 535 BOYLSTON STREET         | 5516438, AUT 030814 DDA WITHDRAW<br>BOSTON * MA | 700.00      |
| 3/12   |                             | 5516438, AUT 031114 DDA WITHDRAW                | 700.00      |
| 3/12   | 280 MONTVALE AVE            | WOBURN * MA                                     | 700.00      |
| 3/14   |                             | ****31236516438, AUT 031214 VISA DDA PUR        | 80.00       |
|  | AAA MEMBERZPLUS             | 401 868 2000 * RI                               |             |
|  |                             | Subtotal:                                       | 5,301.04    |
| Other Withdrawa  | ls                          | 2   |             |
| POSTING DATE   | DESCRIPTION                 | Aut.  | AMOUNT      |
| 2/28   | DEBIT                       | Euver Karry                                     | 9,950.00    |
| 3/3  | DEBIT                       | Non 000 (                                       | 7,000.00 31 |
| 3/4  | DEBIT                       | Ture thut                                       | 9,700.00    |
| 3/5  | DEBIT                       |   | (9,500.00)  |
| 3/6  | DEBIT                       |   | 9,900.00    |
| 3/7  | DEBIT                       |   | 9,000.00    |
| 3/10   | DEBIT                       |   | 1,500.00    |
|  |                             | Subtotal:                                       | 56,550.00   |
| Service Charges  |                             |   |             |
| POSTING DATE   | DESCRIPTION                 |   | AMOUNT      |
| 3/21   | PAPER STATEMENT FEE         |   | 1.00        |
|  |                             | Subtotal:                                       | 1.00        |
| DAILY BALANCE  | SUMMARY                     |   |             |
| DATE   | BALANCE                     | DATE  | BALANCE     |
| 2/23   | 62,931.00                   | 3/7   | 4,690.94    |
| 2/28   | 52,373.93                   | 3/10  | 1,439.96    |
| 3/3  | 44,471.10                   | 3/12  | 739.96      |
| 3/4  | 34,771.10                   | 3/14  | 659.96      |
| 3/5  | 25,271.10                   | 3/21  | 658.96      |
| 3/6  | 14,951.10                   |   |             |

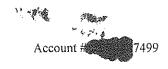
America's Most Convenient Bank®

T STATEMENT OF ACCOUNT

RUBEN NIEVES 26 GREYSTONE RD MALDEN MA 02148-1250 Page: Statement Period: Cust Ref #: Primary Account #:



TD Convenience Checking RUBEN NIEVES



#### THE EASIEST WAY TO SAVE!

PAY NO MONTHLY MAINTENANCE FEE FOR THE FIRST 12 MONTHS ON YOUR TD SIMPLE SAVINGS ACCOUNT! JUST LINK YOUR ELIGIBLE TD BANK PERSONAL CHECKING ACCOUNT TO YOUR SAVINGS ACCOUNT AND MAKE A QUALIFIED RECURRING \$25 MONTHLY TRANSFER INTO YOUR SAVINGS ACCOUNT. TO START SAVING TODAY, STOP BY ANY TD BANK, CONNECT TO TDBANK.COM OR CALL US AT 1-888-751-9000.

| ACCOUNT SUMMARY     |           |                                      |
|---------------------|-----------|--------------------------------------|
| Beginning Balance   | 2,440.00  | Average Collected Balance 9,219.41   |
| Deposits            | 55,852.00 | Annual Percentage Yield Earned 0.00% |
| Other Credits       | 60,970.00 | Days in Period 31                    |
| Checks Paid         | 550.00    |                                      |
| Electronic Payments | 2,421.00  |                                      |
| Other Withdrawals   | 53,359.00 |                                      |
| Service Charges     | 1.00      |                                      |
| Ending Balance      | 62,931.00 |                                      |

|                                | Total for This Period | Total Year-to-Date |
|--------------------------------|-----------------------|--------------------|
| Total Overdraft Fees           | \$0.00                | 00.02              |
| Total Returned Item Fees (NSF) | \$0.00                | \$35.00            |

| DAILY ACCOU                | NT ACTIVITY                 |  |   |           |
|----------------------------|-----------------------------|--|---|-----------|
| Deposits<br>POSTING DATE   | DESCRIPTIO                  | N  |   | AMOUNT    |
| 1/27                       | DEPOSIT                     |  |   | 18,525.00 |
| 1/28                       | DEPOSIT                     |  |   | 4,000.00  |
| 1/31                       | DEPOSIT                     |  |   | 7,500.00  |
| 2/3                        | DEPOSIT                     |  |   | 7,250.00  |
| 2/6                        | DEPOSIT                     |  |   | 7,250.00  |
| 2/13                       | DEPOSIT                     |  |   | 4,325.00  |
| 2/19                       | DEPOSIT                     |  |   | 7,002.00  |
| *                          |                             |  | Subtotal:   | 55,852.00 |
| Other Credits POSTING DATE | DESCRIPTIO                  | N  |   | AMOUNT    |
| 2/21                       | WIRE TRA                    | NSFER INCOMING, C                          | EVALLOS GARZON BERTHA GABRIELA  | 60,970.00 |
|                            |                             |  | Subtotal:   | 60,970.00 |
| Checks Paid<br>DATE        | No. Checks: 1<br>SERIAL NO. | *Indicates break in serial seque<br>AMOUNT | ence or check processed electronically and listed under Electronic Paymen | nis       |
| 2/18                       | 99                          | 550.00                                     |   |           |
|                            |                             |  | Subtotal:   | 550.00    |

## How to Balance your Account

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- Subtract Line 4 from 3. This adjusted balance should equal your account

| 0                     |  |
|-----------------------|--|
| Ending<br>Balance —   | 62,93).00  |
| 0                     |  |
| Totai +<br>Deposits + |  |
| O sellent             | 44   |
| Sub Total             | ***  |
| <b>O</b><br>Total     |  |
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| Balance               | SELECTION OF THE PROPERTY OF T |

Page:

2 of 3

| DEPOSITS NOT<br>ON STATEMENT | DOLLARS | CENTS |
|------------------------------|---------|-------|
|                              |         |       |
|                              |         |       |
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| Total Deposits               |         | 0     |

| DOLLARS                                | CENTS   |
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| WITHDRAWALS NOT<br>ON STATEMENT             | DOLLARS | CENTS  |
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| NO-IN-CHUICHNAMANINA HAMINEL SAAMAA KEELEEL |         |  |
|   |         | 41.73.14.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1 |
|   |         |  |
| <u> </u>                                    |         |  |
| Total<br>Withdrawals                        |         | 0  |

FOR CONSUMER ACCOUNTS ONLY IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

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   The dollar amount and date of the suspected error.

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## FOR CONSUMER LOAN ACCOUNTS ONLY BILLING RIGHTS

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information

- Your name and account number.
- The dollar amount of the suspected error.
  Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section or the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge

# Case 14-40987 Doc 3236-2 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Exhibit Nieves. attachment 1 of 3 Page 14 of 67

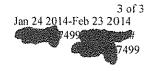
Bank

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

**RUBEN NIEVES** 

Page: Statement Period: Cust Ref#: Primary Account #:



40

| DAILY ACCOUN                 | T ACTIVITY                                   | White I was the CREATE After a shall be a first the control of the CREATE After a control of the |                                       |
|------------------------------|--|--|---------------------------------------|
| Electronic Payme             | nts  |  |                                       |
| POSTING DATÉ                 | DESCRIPTION                                  |  | AMOUNT                                |
| 1/27                         | TD ATM DEBIT, *****31236<br>228 HAVERHILL ST | 5516438, AUT 012714 DDA WITHDRAW<br>METHUEN * MA   | 700.00                                |
| 1/28                         | TD ATM DEBIT, *****31236<br>280 MONTVALE AVE | 5516438, AUT 012814 DDA WITHDRAW<br>WOBURN * MA  | 700.00                                |
| 2/10                         |  | ****31236516438, AUT 020714 VISA DDA PUR<br>TICS A <u>VENTURA *</u> FL   | 321.00                                |
| 2/12                         |  | 5516438, AUT 021114 DDA WITHDRAW<br>WOBURN * MA  | 700.00                                |
|                              |  | Subtotal:  | 2,421.00                              |
| Other Withdrawa              | ls   |  |                                       |
| POSTING DATE                 | DESCRIPTION                                  |  | AMOUNT                                |
| 1/24                         | DEBIT  | Tourstant-   | 2,000.00                              |
| 1/27                         | DEBIT  | To Saffile   | 10,000.00                             |
| 1/27                         | DEBIT  | 2000   | 7,800.00                              |
| 1/29                         | DEBIT  | # 60/0   | 3,544.00                              |
| 1/31                         | DEBIT  | 0 4  | 6,500.00                              |
| 2/3                          | DEBIT  | - tuel_  | 8,000.00                              |
| 2/13                         | DEBIT  | NY 20,100  | 6,000.00                              |
| 2/19                         | DEBIT  | W F 1  | 9,500.00                              |
| 2/21                         | WIRE TRANSFER FEE                            |  | 15.00                                 |
|                              | ·····  | Subtotal:  | 53,359.00                             |
| Service Charges POSTING DATE | DESCRIPTION                                  |  | AMOUNT                                |
| 2/21                         | PAPER STATEMENT FEE                          |  |                                       |
| 4/41                         | PAPER STATEMENT FEE                          |  | 1.00                                  |
|                              |  | Subtotal:  | 1.00                                  |
| DAILY BALANCI                | E SUMMARY                                    |  | · · · · · · · · · · · · · · · · · · · |
| DATE                         | BALANCE                                      | DATE   | BALANCE                               |
| 1/23                         | 2,440.00                                     | 2/6  | 7,721.00                              |
| 1/24                         | 440.00                                       | 2/10   | 7,400.00                              |
| 1/27                         | 465.00                                       | <del></del>  | 6,700.00                              |
| 1/28                         | 3,765.00                                     | 2/13   | 5,025.00                              |
| 1/29                         | 221.00                                       | 2/18   | 4,475.00                              |
| 1/31                         | 1,221.00                                     | 2/19   | 1,977.00                              |
| 2/3                          | 471.00                                       | 2/21   | 62,931.00                             |

America's Most Convenient Bank®

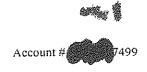
T

STATEMENT OF ACCOUNT

RUBEN NIEVES 26 GREYSTONE RD MALDEN MA 02148-1250 Page: Statement Period: Cust Ref #: Primary Account #:



TD Convenience Checking RUBEN NIEVES



CONVENIENCE IS A CLICK AWAY.

GET MORE SECURITY, MORE ACCESS TO YOUR STATEMENTS AND LESS CLUTTER WHEN YOU CLICK TO "GO PAPERLESS." NOW YOU CAN VIEW ALL OF YOUR STATEMENTS ISSUED ON OR AFTER APRIL 2010 FROM YOUR ONLINE BANKING ACCOUNT. REVIEW AND SAVE THESE STATEMENTS ANYTIME. AND, GET E-MAIL ALERTS WHEN YOUR NEW STATEMENT IS POSTED. TO LEARN MORE, VISIT TDBANK.COM/GO-ONLINE.

| Beginning Balance<br>Deposits<br>Other Credits     | 0.00<br>17,175.00<br>12,000.00     |                       | Average Collected Balance<br>Annual Percentage Yield Ear<br>Days in Period | 2,342.85<br>ned 0.00%<br>28 |
|--|------------------------------------|-----------------------|--|-----------------------------|
| Checks Paid<br>Other Withdrawals<br>Ending Balance | 12,000.00<br>14,735.00<br>2,440.00 |                       |  |                             |
|  |                                    | Total for This Period | Total Prior Year   |                             |
|  | Total Overdraft Fees               | \$0.00                | \$0.00   |                             |
|  | Total Returned Item Fees (NSF)     | \$35.00               | \$0.00   |                             |

| DAILY ACCOU                | NT ACTIVITY                 |   |   |           |
|----------------------------|-----------------------------|---|---|-----------|
| Deposits<br>POSTING DATE   | DESCRIPTION                 |   |   | AMOUNT    |
| 12/27                      | DEPOSIT                     |   |   | 1,000.00  |
| 1/6                        | DEPOSIT                     |   |   | 16,175.00 |
|                            |                             |   | Subtotal:   | 17,175.00 |
| Other Credits POSTING DATE | DESCRIPTIO?                 |   |   | AMOUNT    |
| 1/14                       | RETURNE                     |   |   | 12,000.00 |
|                            |                             |   | Subtotal:   | 12,000.00 |
| Checks Paid<br>DATE        | No. Checks: 1<br>SERIAL NO. | *Indicates break in serial sequence or check proc<br>AMOUNT | essed electronically and listed under Electronic Payments |           |
| 1/13                       | 98                          | 12,000.00   |   |           |
|                            |                             |   | Subtotal:   | 12,000.00 |
| Other Withdray             | vals                        |   |   |           |
| POSTING DATE               | DESCRIPTION                 | 1   |   | AMOUNT    |
| 1/6                        | DEBIT                       |   |   | 300.00    |
| 1/7                        | DEBIT                       |   |   | 9,900.00  |
| 1/9                        | DEBIT                       |   |   | 4,500.00  |
| 1/14                       | OVERDRA                     | FT RET  |   | 35.00     |
|                            |                             |   | Subtotal:   | 14,735.00 |

## How to Balance your Account

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments. transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have 3. Subtotal by adding lines 1 and 2. an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:

List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.

- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- Subtract Line 4 from 3. This adjusted balance should equal your account

| <b>D</b><br>Ending              | 2,440.00      |                      |          |
|---------------------------------|---------------|----------------------|----------|
|                                 | 3.世籍(         | :4 <b>(</b>          |          |
| Total<br>Deposits               | +             |                      | <u></u>  |
| <b>O</b><br>Sub Total           | -             |                      | #\Ø      |
| 0                               |               |                      |          |
| Total<br>Withdrawsis            |               |                      |          |
| <b>G</b><br>Adjusted<br>Balance | Enterpolation | oran orang kanalagan | 3872/169 |

Page:

2 of 3

| DEPOSITS NOT ON STATEMENT | DOLLARS | CENTS  |
|---------------------------|---------|--|
|                           |         | TO COMPANY AND COM |
|                           |         |  |
|                           |         |  |
| Total Deposits            |         | 0  |

| WITHDRAWALS NOT<br>ON STATEMENT         | DOLLARS | CENTS                     |
|---|---------|---------------------------|
| *************************************** |         | Andrews Commence with the |
|   |         |                           |
|   |         |                           |
|   |         |                           |
|   |         |                           |

| WITHDRAWALS NOT<br>ON STATEMENT        | DOLLARS  | CENTS                               |
|--|--|-------------------------------------|
| ************************************** | NOTO DE LA CONTRACTO DE LA CONTRACTOR DE LA CONTRA | PHILIPPEOPARTICINA PORTUGUA ARRESTA |
|  |  |                                     |
|  |  | ~~~~~                               |
| <del></del>                            | ***************************************  |                                     |
| <del></del>                            |  |                                     |
| Total<br>Withdrawals                   |  | 0                                   |

FOR CONSUMER ACCOUNTS ONLY IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS.

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic lund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
   The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

#### INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY BILLING RIGHTS

In case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

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- The dollar amount of the suspected error.
  Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about

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Case 14-40987 Doc 3236-2 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Exhibit Nieves. attachment 1 of 3 Page 17 of 67

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

**RUBEN NIEVES** 

Page: Statement Period: Cust Ref #: Primary Account #: 3 of 3 Dec 27 2013-Jan 23 2014 7499 ## \$7499

| DAILY BALANCE SUN |           | BREAM HOLD THE RESERVE OF THE PROPERTY OF THE |           |
|-------------------|-----------|---|-----------|
| DATE              | BALANCE   | DATE  | BALANCE   |
| 12/27             | 0.00      | 1/9   | 2,475.00  |
| 12/27             | 1,000.00  | 1/13  | -9,525.00 |
| 1/6               | 16,875.00 | 1/14  | 2,440.00  |
| 1/7               | 6,975,00  |   |           |

## Bank of America <sup>4</sup> RUBEN NIEVES | Account #

7957 | February 15, 2014 to March 18, 2014



Your checking account

| Date      | Description   | Amount      |
|-----------|---|-------------|
| 02/19/14  | Counter Credit  | 9,600.00    |
| 02/28/14  | Counter Credit  | 5,425.00    |
| 03/04/14  | Counter Credit  | 7,250.02    |
| 03/06/14  | Wire Type:Wire In Date: 140306 Time:1430 Et Trn:2014030600245069<br>Seq:140306385717000a/381664 Orig:Coronel Risco Mery Beatri Id:2100053920 Snd Bk:Wells<br>Fargo Ny Intl Id:0509 Pmt Det:070comg Iro772163/Rfb/Compra De Franquicia | 15,650.00   |
| 03/07/14  | Counter Credit  | 1,300.00    |
| 03/10/14  | Ma Tir Transfer   | 2,175.00    |
| 03/12/14  | Counter Credit  | 1,425.00    |
| 03/17/14  | Counter Credit  | 1,940.91    |
| Total dep | osits and other additions   | \$44,765.93 |

## Withdrawals and other subtractions

| Date     | Description  | Amount جير ع               |
|----------|--|----------------------------|
| 02/18/14 | CHECKCARD 0214 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164045000834947057 | (-20.00)                   |
| 02/18/14 | CHECKCARD 0215 JETBLUE 27921070718 SALT LAKE CTYUT 24733094047629000014520   | (-644.10 St                |
| 02/18/14 | MA TLR cash withdrawal from CHK 7957   | -9.800.00                  |
| 02/18/14 | CHECKCARD 0215 SUNRISE CUISINE SOMERVILLE MA 24013394046000924429143         | -24.24                     |
| 02/18/14 | BKOFAMERICA ATM 02/17 #000007543 WITHDRWL MALDEN MALDEN MA                   | -700.00                    |
| 02/19/14 | MA TLR cash withdrawal from CHK 7957   | -9,500.00 <i>(</i> *       |
| 02/20/14 | CHECKCARD 0219 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164050000742262005 | (-20.00)                   |
| 02/20/14 | MA TLR cash withdrawal from CHK 7957   | -5,000.00                  |
| 02/26/14 | CHECKCARD 0225 PLAZA NACO HOTEL SANTO DOMINGO 74420194056427000118204        | C470.5354                  |
| 02/28/14 | CHECKCARD 0227 FRANKS SUFFOLK DINER REVERE MA 24736934058001701319253        | -33.80                     |
| 03/03/14 | CHECKCARD 0226 HOTEL BARCELO-LINA SANTO DOMINGO 74420194059419980023956      | (-150.87 S)                |
| ,,       |  | Continued on the part page |

Thank you for being a Bank of America® customer

RUBEN NIEVES | Account #

7957 | February 15, 2014 to March 18, 2014

Withdrawals and other subtractions - continued

| Date       | Description  | Armount  |
|------------|--|--|
| 03/03/14   | CHECKCARD 0228 BOCELLIS RISTORANTE & P MEDFORD MA 24733094060207091800719      | -60.82   |
| 03/03/14   | CHECKCARD 0301 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164060000989383678   | 20.00 CH   |
| 03/04/14   | CHECKCARD 0303 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164062000842672620   | (-20.00) × 64  |
| 03/04/14   | MA TLR cash withdrawal from CHK 7957   | -5,000.00  |
| 03/05/14   | MA TLR cash withdrawal from CHK 7957   | -7,000.00  |
| 03/10/14   | CHECKCARD 0308 BOCCELLI #206 BOSTON MA 24472684068952391385615                 | <del>-78.63</del> <del>-88.63</del> <del>-88.63 -88.63 <del>-88.63</del> -88.63 -88.63 -</del> |
| 03/10/14   | CHECKCARD 0309 IDT*B0SS INTL CALLING 800-676-8312 NJ 24692164068000093043277   | -20.00 /4  |
| 03/10/14   | CHECKCARD 0308 MARRIOTT CHAMPIONS BOSTON MA 24610434068004018111686            | (-88.13&b)   |
| 03/10/14   | MA TLR cash withdrawal from CHK 7957   | -9,000.00  |
| 03/14/14   | CHECKCARD 0313 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164072000930331582   | 20.00 kg   |
| 03/14/14   | MA TLR cash withdrawal from CHK 7957   | -6,000.00  |
| 03/17/14   | CHECKCARD 0314 RADISSON HOTEL PISCATAW PISCATAWAY NJ 24301374073118000120086   | -16.35   |
| 03/17/14   | CHECKCARD 0314 REG OF MOTOR VEHICLE090 857-368-8670 MA 24431064073936094536283 | -105.00  |
| 03/17/14   | SUPER STOPNSHO 03/15 #000712022 PURCHASE SUPER STOPNSHOP # MEDFORD MA          | -47.82   |
| 03/17/14   | BKOFAMERICA ATM 03/16 #000004989 WITHDRWL STATE STREET BOSTON MA               | -700.00  |
| 03/17/14   | MA TLR cash withdrawal from CHK 7957   | -4,000.00  |
| 03/17/14   | NORTHSHOR ROUT 03/17 #000028971 PURCHASE NORTHSHOR ROUTES PEABODY MA           | -95.14   |
| 03/18/14   | CHECKCARD 0317 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164076000429956549   | -20.00   |
| 03/18/14   | CHECKCARD 0317 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164076000594038990   | -20.00 EL  |
| Total with | ndrawals and other subtractions  | -\$58,675.43   |

### Service fees

| Date       | Transaction description           | Amount & |
|------------|-----------------------------------|----------|
| 02/26/14   | CHECKCARD 0225 PLAZA NACO HOTEL   | (-14.12) |
| 03/03/14   | CHECKCARD 0226 HOTEL BARCELO-LINA | -4.53 Fg |
| 03/06/14   | Wire Transfer Fee                 | -15.00   |
| Total serv | vice fees                         | -\$33.65 |

Note your Ending Balance already reflects the subtraction of Service Fees.

Important Platinum Privileges program update.

Beginning May 31, 2014, we will no longer enroll clients in the Platinum Privileges program in AR, IA MA, ME, NH, NM, OK, RI, TX, AZ, CA, ID, OR. Clients enrolled in Platinum Privileges by May 31 will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit your local banking center to learn more about these benefits and qualifications.

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

P.O. Box 15284 Wilmington, DE 19850 F446

RUBEN NIEVES 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

© Customer Service: 1.800.432,1000 TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

## Your MyAccess Checking

for January 18, 2014 to February 14, 2014

#### **RUBEN NIEVES**

### Account summary

| Ending balance on February 14, 2014   | \$16,858.10 |
|---------------------------------------|-------------|
| Service fees                          | -0.00       |
| Checks                                | -0.00       |
| Withdrawals and other subtractions    | -125,297.87 |
| Deposits and other additions          | 120,602.00  |
| Beginning balance on January 18, 2014 | \$21,553.97 |

Account number: 7957

"10 Tips to Help You Boost Your Retirement Savings —Whatever Your Age."

You'll find this article and more on the Merrill Edge website. **Go to merrilledge.com/10tips2boost** and learn why it's never too early, or too late.



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Investment products:

ARGEUY29 55M-10-13-1246.B

Case 14-40987 Doc 3236-2 Filed 05/13/20 Entered 05/13/20 20:09:44 Des Exhibit Nieves. attachment 1 of 3 Page 21 of 67

RUBEN NIEVES | Account #

7957 | January 18, 2014 to February 14, 2014

### **IMPORTANT INFORMATION:**

### BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

© 2013 Bank of America Corporation

Bank of America, N.A. Member FDIC and



**Equal Housing Lender** 

## Your checking account

BankofAmerica

RUBEN NIEVES | Account #

7957 | January 18, 2014 to February 14, 2014

| Date<br>Date | its and other additions  Description                                | Amount    |
|--------------|---|-----------|
| 01/21/14     | Counter Credit  | 6,675.00  |
| 01/21/14     | Counter Credit  | 667.00    |
| 01/24/14     | Counter Credit  | 8,000.00  |
| 01/24/14     | Counter Credit  | 8,000.00  |
| 01/24/14     | Counter Credit  | 8,000.00  |
| 01/24/14     | Checkcard 0123 Charlie Car Rental Carolina 7454904402310022060      | 250.00    |
| 01/27/14     | Counter Credit  | 9,875.00  |
| 01/27/14     | Counter Credit  | 8,000.00  |
| 01/27/14     | Counter Credit  | 00.000,8  |
| 01/30/14     | Counter Credit  | 19,950,00 |
| 02/05/14     | Counter Credit  | 5,800.00  |
| 02/06/14     | Counter Credit  | 4,800.00  |
| 02/10/14     | Counter Credit  | 7,000.00  |
| 02/10/14     | Counter Credit  | 6,000.00  |
| 02/10/14     | Checkcard 0208 Ocean Sky Resort Ft Lauderdalefl 7432300404025329501 | 75.00     |

Counter Credit Total deposits and other additions

Counter Credit

Counter Credit

Counter Credit

02/11/14

02/12/14

02/13/14

02/13/14

\$120,602.00

Telefre Regresentation Du

1,650.00

7,000.00

6,000.00

4,860.00

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RUBEN NIEVES | Account # 7957 | January 18, 2014 to February 14, 2014

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| Vithdra | wals | and | other | subtractions |
|---------|------|-----|-------|--------------|
|         |      |     |       |              |

| Date     | awais and other subtractions  Description                                    | Amount                  |
|----------|--|-------------------------|
| 01/21/14 | CHECKCARD 0117 NATIONAL GRID 800-322-3223 NY 24692164017000899604092         | -232.25                 |
| 01/21/14 | CHECKCARD 0118 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164018000108411221 | (-20.00                 |
| 01/21/14 | CHECKCARD 0119 CHARLIE CAR RENTAL CAROLINA 74549044020100176130222           | -250.00                 |
| 01/23/14 | CHECKCARD 0123 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164023000991982992 | -20.00                  |
| 01/24/14 | MA TLR transfer to CHK 9586  | -5,000.00               |
| 01/24/14 | MA TLR cash withdrawal from CHK 7957   | -10,000,00              |
| 01/24/14 | BKOFAMERICA ATM 01/24 #000009532 WITHDRWL FELLSWAY PLAZA MEDFORD MA          | -700.00                 |
| 01/27/14 | CHECKCARD 0124 CHARLIE CAR RENTAL CAROLINA 74549044025100218100154           | -4.00 SV                |
| 01/27/14 | CHECKCARD 0125 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164025000876701218 | -20.00                  |
| 01/27/14 | MA TLR cash withdrawal from CHK 7957   | -10,000.00              |
| 01/27/14 | MA TLR cash withdrawal from CHK 7957   | -10,000.00              |
| 01/27/14 | BKOFAMERICA ATM 01/27 #000003524 WITHDRWL LAWRENCE LAWRENCE MA               | -700.00                 |
| 01/27/14 | Customer Withdrawal Image  | -29,955.00              |
| 01/28/14 | CHECKCARD 0127 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164027000514734744 | (-20,00) EX             |
| 01/29/14 | MA TLR transfer to CHK 6040  | -3,000.00               |
| 01/29/14 | MA TLR transfer to CHK 7424  | -1,956.00               |
| 01/29/14 | MA TLR cash withdrawal from CHK 7957   | -7,000.00               |
| 01/31/14 | MA TLR cash withdrawal from CHK 7957   | -9,000.00               |
| 02/03/14 | CHECKCARD 0131 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164031000244005625 | (-20.00)1               |
| 02/03/14 | BKOFAMERICA ATM 02/01 #000006149 WITHDRWL MELROSE CENTER R MELROSE MA        | -700.00                 |
| 02/03/14 | CHECKCARD 0202 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164033000785292671 | (-20.00                 |
| 02/03/14 | SUPER STOPNSHO 02/02 #000478853 PURCHASE SUPER STOPNSHOP # MEDFORD MA        | -121.55                 |
| 02/04/14 | MA TLR transfer to CHK 9955  | -1,000.00               |
| 02/04/14 | MA TLR cash withdrawal from CHK 7957   | -7,500.00               |
| 02/05/14 | CHECKCARD 0204 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164035000619547595 | 20.00                   |
| 02/05/14 | CHECKCARD 0204 SOUTHWES 52621891880 800-435-9792 TX 24692164035000816165399  | -197.00                 |
| 02/05/14 | LEEWARD MOTEL 02/04 #000000011 PURCHASE LEEWARD MOTEL MIAMI FL               | -60.00                  |
| 02/05/14 | LEEWARD MOTEL 02/05 #000000012 PURCHASE LEEWARD MOTEL MIAMI FL               | (-60.00 Exp             |
| 02/06/14 | FL TLR transfer to CHK 9119  | -1,600.00               |
| 02/06/14 | FL TLR cash withdrawal from CHK 7957   | -5,400.00 <sub>po</sub> |
| 02/07/14 | CHECKCARD 0206 OCEAN SKY RESORT FT LAUDERDALEFL 24323004037253292010778      | (-75.00 ¥               |
| 02/07/14 | CHECKCARD 0206 PKG MULTI SP MTRS FORT LAUDERDAFL 24755424038130382964567     | C-14.00 G               |
| 02/11/14 | CHECKCARD 0210 OC FOOD AND BEVERAGE LL ORLANDO FL 24019544041170200002895    | -459.75                 |
| 02/11/14 | FL TLR cash withdrawal from CHK 7957   | -7,000.00               |
| 02/12/14 | CHECKCARD 0210 HILTON HOTELS DISNEY LAKE BUENA VIFL 24906044042040100108918  | (-254.01)               |

Telaxfree Regressibilities

Page 4 of 6

## Your checking account

RUBEN NIEVES | Account #

7957 | January 18, 2014 to February 14, 2014

## Withdrawals and other subtractions - continued

| Date     | Description  | Amount 6    |
|----------|--|-------------|
| 02/12/14 | CHECKCARD 0210 HILTON HOTELS DISNEY LAKE BUENA VIFL 24906044042040100108934  | (-1,656.55) |
| 02/12/14 | CHECKCARD 0210 HILTON HOTELS DISNEY LAKE BUENA VIFL 24906044042040100108926  | -222.76 84  |
| 02/12/14 | CHECKCARD 0210 JETBLUE 27921067787 SALT LAKE CTYUT 24733094042629000018666   | -320.00 🖏   |
| 02/12/14 | CHECKCARD 0212 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164043000757260001 | -20.00 84   |
| 02/12/14 | BKOFAMERICA ATM 02/11 #000006259 WITHDRWL FELLSWAY PLAZA MEDFORD MA          | -700.00     |
| 02/13/14 | MA TLR cash withdrawal from CHK 7957   | -10,000.00  |

#### Total withdrawals and other subtractions

-\$125,297.87

Ep = Expense for Telesper Pegresentation

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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RUBEN NIEVES | Account #

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# Bank of America 🍣

P.O. Box 15284 Wilmington, DE 19850

RUBEN NIEVES 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

Customer service: 1.800.432.1000 TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

a bankofamerica.com

Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

## Your MyAccess Checking

for December 18, 2013 to January 17, 2014

#### **RUBEN NIEVES**

## Account summary

| Beginning balance on December 18, 2013 | \$1,521.12  |
|--|-------------|
| Deposits and other additions           | 56,097.00   |
| Withdrawals and other subtractions     | -36,049.15  |
| Checks                                 | -0.00       |
| Service fees                           | -15.00      |
| Ending balance on January 17, 2014     | \$21,553.97 |



Use our worksheet to help balance your account.

To make balancing your account easier, we have a step-by-step worksheet available. For a printable version of the **Balance Your Account** worksheet, go to bankofamerica.com/statementbalance or the **Statements and Documents** page in Online Banking by hovering over the Accounts tab on your Accounts overview page.

# Share your opinions and earn cash prizes

Join the Bank of America Online Advisory Panel. Your voice is important and we would like you to help us learn what we're doing right, and what we could do better. Just for joining, you'll be entered to win \$3,000\*, and you could win more cash each time you share your feedback.

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\*Contest details: No purchase necessary. Void where prohibited. Starts 11/30/2013. Ends 3/31/2014. Restrictions apply.

Visit https://panelinfo.ipsos.com/boacontestrules.htm for complete details and Official Contest Rules. AR3WXVRD/YSDUTU\_SSM-08-13-0197.A

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RUBEN NIEVES | Account

957 December 18, 2013 to January 17, 2014

### IMPORTANT INFORMATION:

### BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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**Equal Housing Lender** 

## Your checking account

Bankof America
RUBEN NIEVES | Account #

7957 | December 18, 2013 to January 17, 2014

Deposits and other additions

| Date      | Description   | Amount      |
|-----------|---|-------------|
| 12/24/13  | Counter Credit  | 1,425.00    |
| 12/26/13  | Wire Type:Wire In Date: 131226 Time:1427 Et Trn:2013122600204166<br>Seq:131226171385000a/275369 Orig:Cevallos Garzon Bertha Ga ld:3277436204 Snd Bk:Wells<br>Fargo Ny Intl Id:0509 Pmt Det:065comg Iro761289/Rfb/Compra De Softward | 24,200.00   |
| 01/06/14  | Counter Credit  | 2,600.00    |
| 01/09/14  | Counter Credit  | 10,320,00   |
| 01/09/14  | Counter Credit  | 4,275.00    |
| 01/13/14  | Counter Credit  | 2,850.00    |
| 01/13/14  | Counter Credit  | 1,427.00    |
| 01/17/14  | Counter Credit  | 9,000.00    |
| Total dep | osits and other additions   | \$56,097.00 |

## Withdrawals and other subtractions

| Date   | Description  | Amount     |
|--|--|------------|
| 12/23/13   | CHECKCARD 1222 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692163356000660888131 | -20.00     |
| 12/23/13   | CHECKCARD 1222 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692163356000884007880 | -20.00     |
| 12/24/13   | Online Banking transfer to CHK 7929 Conf# 3091613529;                        | -1,000.00  |
| 12/26/13   | CHECKCARD 1224 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692163358000846825567 | -20.00     |
| 12/26/13   | Online Banking transfer to CHK 7929 Conf# 3707138920;                        | -1,000.00  |
| 12/27/13   | CHECKCARD 1226 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692163360000281040165 | -20.00     |
| 12/27/13   | Online Banking transfer to CHK 7929 Conf# 3717645061;                        | -500.00    |
| 12/27/13   | MA TLR cash withdrawal from CHK 7957   | -4,500.00  |
| 12/30/13   | MA TLR cash withdrawal from CHK 7957   | -10,000.00 |
| 12/30/13   | CHECKCARD 1229 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692163363000444325633 | -20.00     |
| 12/30/13   | MA TLR cash withdrawal from CHK 7957   | -9,500.00  |
| The second secon |  |            |

continued on the next page

RUBEN NIEVES | Account #

7957 | December 18, 2013 to January 17, 2014

Withdrawals and other subtractions - continued

| Date       | Description  | Amount       |
|------------|--|--------------|
| 01/02/14   | CHECKCARD 0101 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164001000778672721 | -20,00       |
| 01/03/14   | Online Banking transfer to CHK 7929 Conf# 3077846075;                        | -500.00      |
| 01/07/14   | MA TLR cash withdrawal from CHK 7957   | -2,100.00    |
| 01/09/14   | CHECKCARD 0108 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164008000533628466 | -20.00       |
| 01/13/14   | CHECKCARD 0111 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164011000484781533 | -20.00       |
| 01/13/14   | BKOFAMERICA ATM 01/11 #000001506 WITHDRWL NORTHGATE REMOTE REVERE MA         | -500.00      |
| 01/13/14   | MA TLR transfer to CHK 9119  | -1,800.00    |
| 01/13/14   | MA TLR cash withdrawal from CHK 7957   | -1,000.00    |
| 01/14/14   | CHECKCARD 0113 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164013000429031265 | -20.00       |
| 01/16/14   | CHECKCARD 0113 TEXAS RDHSEEVERETT LL EVERETT MA 24692164015000000617175      | -102.50      |
| 01/16/14   | MA TLR cash withdrawal from CHK 7957   | -2,000.00    |
| 01/16/14   | Wal-Mart Store 01/16 #000572366 PURCHASE Wal-Mart Store LYNN MA              | -166.65      |
| 01/17/14   | MA TLR cash withdrawal from CHK 7957   | -1,200.00    |
| Total with | hdrawals and other subtractions  | -\$36,049.15 |

## Service fees

| Date        | Transaction description | Amount                                 |
|-------------|-------------------------|--|
|             |                         |  |
| 12/26/13    | Wire Transfer Fee       | -15.00                                 |
|             |                         | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ |
| Total servi | ce fees                 | -\$15.00                               |

Note your Ending Balance already reflects the subtraction of Service Fees.

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

## Bankof America

P.O. Box 15284 Wilmington, DE 19850

RUBEN NIEVES 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

- Customer Service: 1,800,432,1000
   TDD/TTY users only: 1,800,288,4408
   En Español: 1,800,688,6086
- bankofamerica.com
- Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

## Your BofA Core Checking

for October 21, 2014 to November 14, 2014

#### **RUBEN NIEVES**

## Account summary

| Ending balance on November 14, 2014   | \$0.00 |
|---------------------------------------|--------|
| Service fees                          | -0.00  |
| Checks                                | -0.00  |
| Withdrawals and other subtractions    | -8.35  |
| Deposits and other additions          | 0.00   |
| Beginning balance on October 21, 2014 | \$8.35 |





## TURN YOUR MILES (RED).

USE THE NIKE+ RUNNING APP WHEN YOU RUN OR WALK BETWEEN NOW AND DECEMBER 7, 2014, AND BANK OF AMERICA WILL DONATE 40 CENTS PER MILE UP TO \$1,000,000' TO FIGHT HIV/AIDS.

SIGN UP TODAY AT NIKE.COM/ONESTEP4RED

\* For every mile recorded on Nike+ Running as part of the Turn Your Miles (RED) pledge program, Bank of America Corporation will donate S.40 to the US Fund for the Global Fund to Fight Aids, Tuberculosis and Malaria to support and fund prevention and treatment of HIV/AIDS, up to a total donation of \$1,000,000. Subject to weekly targets as explained on NIKE. COM/ONESTEP4RED. No purchase necessary. Users must register and pledge their miles at NIKE.COM/ONESTEP4RED and sync their miles with Nike+ running between 10/6/14 - 12/7/14. Bank of America and the Bank of America logo are registered trademarks of Bank of America Corporation. Bank of America, N.A., Member FOIC. © 2014 Bank of America Corporation. ARNX4/B4

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RUBEN NIEVES | Account #4

7957 | October 21, 2014 to November 14, 2014

### IMPORTANT INFORMATION:

#### BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error to that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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## Your checking account



7957 | October 21, 2014 to November 14, 2014

### Withdrawals and other subtractions

| Date  | Description                 | Amount                                  |
|---|-----------------------------|---|
| CONTRACTOR OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF |                             |   |
| 10/21/14  | ACCOUNT CLOSING TRANSACTION | -8.35                                   |
| THE PROPERTY OF A PROPERTY OF A   |                             | *************************************** |
| Total withdrawals and other subtractions -\$8,35  |                             |   |

#### Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

|                               | Total for this period | Total year-to-date |
|-------------------------------|-----------------------|--------------------|
| Total Overdraft fees          | \$0.00                | \$35.00            |
| Total NSF: Returned Item fees | \$0.00                | \$35.00            |

#### To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

## Bet you've got great ideas.

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RUBEN NIEVES | Account # 0046 4693 7957 | October 21, 2014 to November 14, 2014

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## Bankof America 🧇

P.O. Box 15284 Wilmington, DE 19850

RUBEN NIEVES 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

Customer Service: 1.800.432.1000
 TDD/TTY users only: 1.800.288.4408
 En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

## Your BofA Core Checking

for September 18, 2014 to October 20, 2014

#### **RUBEN NIEVES**

### Account summary

| Beginning balance on September 18, 2014 | \$1,702.70 |
|---|------------|
| Deposits and other additions            | 950.00     |
| Withdrawals and other subtractions      | -2,597.35  |
| Checks                                  | -0.00      |
| Service fees                            | -47.00     |
| Ending balance on October 20, 2014      | \$8.35     |



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RUBEN NIEVES | Account &

7957 | September 18, 2014 to October 20, 2014

### IMPORTANT INFORMATION:

### BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

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- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.



For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

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7957 | September 18, 2014 to October 20, 2014

Deposits and other additions

| Date                               | Description   | Amount   |
|------------------------------------|---|----------|
| 10/01/14                           | 4 Ma Tlr Transfer                                   | 350.00   |
| 10/14/14                           | 4 Return Of Posted Check / Item (Received On 10-10) | 600.00   |
| Total deposits and other additions |   | \$950.00 |

#### Withdrawals and other subtractions

| Date       | Description  | Amount      |
|------------|--|-------------|
| 09/18/14   | AMERICAN EXPRESS DES:ACH Pmt   ID:W7318  | -296.78     |
| 09/29/14   | BKOFAMERICA ATM 09/28 #000001228 WITHDRWL MALDEN MALDEN MA                                 | -600.00     |
| 10/01/14   | CHECKCARD 0930 T-MOBILE RECURRING PMT 800-937-8997 WA 24692164273000470818599<br>RECURRING | -157.89     |
| 10/02/14   | CHECKCARD 1002 IMMUNOTEC 888-917-7779 VT 24692164275000179288142 RECURRING                 | -278.56     |
| 10/02/14   | CHECKCARD 1001 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164274000112043670               | -30.00      |
| 10/02/14   | CHECKCARD 1002 IMMUNOTEC 888-917-7779 VT 24692164275000179288167 RECURRING                 | -278.56     |
| 10/02/14   | CHECKCARD 1002 IMMUNOTEC 888-917-7779 VT 24692164275000179286872 RECURRING                 | -278.56     |
| 10/06/14   | CHECKCARD 1006 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164279000109139346               | -30.00      |
| 10/06/14   | AMERICAN EXPRESS DES:ACH Pmt ID:S2464  | -47.00      |
| 10/10/14   | T.M.C.C DES:LOAN PMT ID:02467717780001   | -600.00     |
| Total with | hdrawals and other subtractions  | -\$2,597.35 |

## They're not just heroes, they're also our neighbors

Join us in helping connect our returning service members and veterans to the things they need to make their lives better. Express your thanks at #troopthanks or bankofamerica com/troopthanks, and we'll donate \$1—up to \$1 million—to nonprofits dedicated to helping them succeed here at home.

Join us at #troopthanks or bankofamerica.com/troopthanks.

WELCOME BACK VETERANS.ORG

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#### Case 14-40987 Doc 3236-2 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Exhibit Nieves. attachment 1 of 3 Page 37 of 67

RUBEN NIEVES | Account

7957 | September 18, 2014 to October 20, 2014

## Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

|                               | Total for this period | Total year-to-date |
|-------------------------------|-----------------------|--------------------|
| Total Overdraft fees          | \$0,00                | \$35,00            |
| Total NSF: Returned Item fees | \$35.00               | \$35.00            |

#### To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

| Date       | Transaction description                      | Amount   |
|------------|--|----------|
| 10/10/14   | NSF: RETURNED ITEM FEE FOR ACTIVITY OF 10-10 | -35.00   |
| 10/20/14   | Monthly Maintenance Fee                      | -12.00   |
| Total serv | ice fees                                     | -\$47 00 |

Note your Ending Balance already reflects the subtraction of Service Fees.

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

## Bank of America 🧇

P.O. Box 15284 Wilmington, DE 19850

RUBEN NIEVES 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

Customer Service: 1.800.432,1000 TDD/TTY users only: 1.800.288.4408 En Español: 1.800.688.6086

- bankofamerica.com
- Bank of America, N.A.
   P.O. Box 25118
   Tampa, FL 33622-5118

## Your BofA Core Checking

for August 19, 2014 to September 17, 2014

#### **RUBEN NIEVES**

## Account summary

| Ending balance on September 17, 2014 | \$1,702.70 |
|--------------------------------------|------------|
| Service fees                         | -12.00     |
| Checks                               | -1,447.80  |
| Withdrawals and other subtractions   | -1,512.26  |
| Deposits and other additions         | 4,100.00   |
| Beginning balance on August 19, 2014 | \$574.76   |



## Help prevent unexpected overdraft fees

Enroll in Overdraft Protection today at bankofamerica.com/aboutodp

Make the purchases and withdrawals you need without worrying.

There is no cost to enroll, and you only pay when you use the service.

<sup>1</sup> Overdraft Protection Transfer fees may apply. See bankofamerica com/feesataglance or your Personal Schedule of Fees for details. Bank of America, N.A. Member FDIC. ©2014 Bank of America Corporation ARFG7S33

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Case 14-40987 Doc 3236-2 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Exhibit Nieves, attachment 1 of 3 Page 39 of 67

RUBEN NIEVES | Account #

7957 | August 19, 2014 to September 17, 2014

### IMPORTANT INFORMATION:

#### BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.



For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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## Your checking account



RUBEN NIEVES | Account # 7957 | August 19, 2014 to September 17, 2014

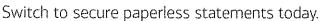
Deposits and other additions

| Date      | Description               | Amount     |
|-----------|---------------------------|------------|
| 09/02/14  | Counter Credit            | 1,000.00   |
| 09/16/14  | Counte Credit             | 2,100.00   |
| 09/17/14  | Ma Tlr Transfer           | 1,000.00   |
| Total dep | osits and other additions | \$4,100.00 |

### Withdrawals and other subtractions

| Date       | Description  | Amount      |
|------------|--|-------------|
| 08/25/14   | CHECKCARD 0822 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164234000463350582               | -30.00      |
| 08/26/14   | CHECKCARD 0826 IMMUNOTEC 888-917-7779 VT 24692164238000799076477 RECURRING                 | -189.32     |
| 08/27/14   | BKOFAMERICA ATM 08/27 #000001621 WITHDRWL MALDEN MALDEN MA                                 | -200.00     |
| 09/02/14   | CHECKCARD 0831 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164243000190789762               | -30.00      |
| 09/02/14   | CHECKCARD 0831 T-MOBILE RECURRING PMT 800-937-8997 WA 24692164243000240312664<br>RECURRING | -210.95     |
| 09/02/14   | AMERICAN EXPRESS DES:ACH Pmt ID:W4066  | -165.00     |
| 09/04/14   | CHECKCARD 0903 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164246000653792599               | -30.00      |
| 09/10/14   | T.M.C.C DES:LOAN PMT ID:02467717780001   | -600.00     |
| 09/15/14   | CHECKCARD 0911 THE CITY OF CAMBRIDGE CAMBRIDGE MA 24427334255710051139669                  | -2.00       |
| 09/15/14   | CHECKCARD 0912 THE LEGENDS NETWORK 800-6285181 VA 24789304257466000091229                  | -24.99      |
| 09/16/14   | CHECKCARD 0915 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164258000942897295               | -30.00      |
| Total with | ndrawals and other subtractions  | -\$1,512.26 |

# Go Paperless





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- View, download and print your statements anytime

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RUBEN NIEVES | Account 957 | August 19, 2014 to September 17, 2014

Checks

| Date     | Check #   |   | Amount      |
|----------|-----------|---|-------------|
| 09/17/14 |           | 75/41/2-744-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1 | -1,447.80   |
| Total ch | ecks      |   | -\$1,447.80 |
| Total #  | of checks |   | 1           |

### Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

|                               | Total for this period | Total year-to-date |
|-------------------------------|-----------------------|--------------------|
| Total Overdraft fees          | \$0.00                | \$35.00            |
| Total NSF: Returned Item fees | \$0.00                | \$0.00             |

#### Help to avoid Overdraft & NSF.

Set up Alerts through Online Banking and receive messages by email or text to inform you when your balance is low. Set up Overdraft Protection to automatically transfer available funds to your account from a linked savings, credit card, or second checking account to help cover items that would overdraw your account. You can set up both services via Online Banking at bankofamerica.com, by visiting a banking center, or by calling the toll-free number on your statement for details. Changes generally take effect after 2 business days, but can take up to 10 business days, depending on the type of account you've chosen to link for Overdraft Protection service.

| Date       | Transaction description | Amount   |
|------------|-------------------------|----------|
| 09/17/14   | Monthly Maintenance Fee | -12.00   |
|            |                         |          |
| Total serv | ice fees                | -\$12.00 |

Note your Ending Balance already reflects the subtraction of Service Fees.

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

## Bankof America 🧇

maker of the

P.O. Box 15284 Wilmington, DE 19850

RUBEN NIEVES 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

Customer Service: 1.800.432.1000
 TDD/TTY users only: 1.800.288.4408
 En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

## Your BofA Core Checking

for July 19, 2014 to August 18, 2014

#### **RUBEN NIEVES**

## Account summary

| Beginning balance on July 19, 2014 | \$695.05  |
|------------------------------------|-----------|
| Deposits and other additions       | 1,500.00  |
| Withdrawals and other subtractions | -1,608.29 |
| Checks                             | -0.00     |
| Service fees                       | -12.00    |
| Ending balance on August 18, 2014  | \$574.76  |



We're changing the name of MyAccess Checking to Bank of America Core Checking™.

A new name and that's all. Bank of America Core Checking is the same as MyAccess Checking. The benefits and features, account numbers, debit cards, and checks will not change. If you have questions about the new name, please call us at the number listed on this statement.

Read our free article

## "How Mutual Funds Can Help You Pursue Your Goals"



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RUBEN NIEVES | Account # 957 | July 19, 2014 to August 18, 2014

### **IMPORTANT INFORMATION:**

### BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.



For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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## Exhibit Nieves. attachment 1 of 3 Page 44 of 67



Your checking account

RUBEN NIEVES | Account # 7957 | July 19, 2014 to August 18, 2014

| 38.95 | جَيَ | √ <b>À</b> |
|-------|------|------------|
|       |      | 4 -41.     |

## Deposits and other additions

| Date     | Description              | Amount     |
|----------|--------------------------|------------|
| 08/07/14 | Counter Credit           | 1,500.00   |
|          | sits and other additions | \$1.500.00 |

## Withdrawals and other subtractions

| Date       | Description   | Amount      |
|------------|---|-------------|
| 07/24/14   | CHECKCARD 0724 IMMUNOTEC 888-917-7779 VT 24692164205000319100897 RECURRING              | -188.57     |
| 07/25/14   | CHECKCARD 0724 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164205000414634675            | -30.00      |
| 07/29/14   | CHECKCARD 0728 TOWNSHIP OF MILLBURN 973-5647079 NJ 24270744210474400674312              | -120.00     |
| 07/29/14   | CHECKCARD 0728 CITY OF ENGLEWOOD MUNIC 201-871-6615 NJ 24435654210200305600133          | -68.00      |
| 08/01/14   | CHECKCARD 0731 T-MOBILE RECURRING PMT 800-937-8997 WA 24692164212000515921550 RECURRING | -116.73     |
| 08/07/14   | CHECKCARD 0807 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164219000610139044            | -30.00      |
| 08/11/14   | BKOFAMERICA ATM 08/09 #000004269 WITHDRWL MALDEN MALDEN MA                              | -400.00     |
| 08/11/14   | CHECKCARD 0810 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164222000978642188            | ~30.00      |
| 08/12/14   | T.M.C.C DES:LOAN PMT ID:02467717780001  | -600.00     |
| 08/14/14   | CHECKCARD 0812 THE LEGENDS NETWORK 800-6285181 VA 24789304225126800094620               | -24.99      |
| Total with | ndrawals and other subtractions   | -\$1.608.29 |

## A FILM BY KEN BURNS THE ROOSEVELTS

An Intimate History

Bank of America PBS



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RUBEN NIEVES | Account 7957 | July 19, 2014 to August 18, 2014

## Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

|                               | Total for this period | Total year-to-date |
|-------------------------------|-----------------------|--------------------|
| Total Overdraft fees          | \$0.00                | \$35.00            |
| Total NSF: Returned Item fees | \$0.00                | \$0.00             |

#### Help to avoid Overdraft & NSF.

Set up Alerts through Online Banking and receive messages by email or text to inform you when your balance is low. Set up Overdraft Protection to automatically transfer available funds to your account from a linked savings, credit card, or second checking account to help cover items that would overdraw your account. You can set up both services via Online Banking at bankofamerica.com, by visiting a banking center, or by calling the toll-free number on your statement for details. Changes generally take effect after 2 business days, but can take up to 10 business days, depending on the type of account you've chosen to link for Overdraft Protection service.

| Date        | Transaction description | Amount   |
|-------------|-------------------------|----------|
|             |                         |          |
| 08/18/14    | Monthly Maintenance Fee | -12.00   |
|             |                         |          |
| Total servi | ce fees                 | -\$12.00 |

Note your Ending Balance already reflects the subtraction of Service Fees.

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

HARRY N. W.

P.O. Box 15284 Wilmington, DE 19850

RUBEN NIEVES 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

Customer Service: 1.800.432,1000TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

## Your BofA Core Checking

for June 18, 2014 to July 18, 2014

#### **RUBEN NIEVES**

## Account summary

| Ending balance on July 18, 2014    | \$695.05  |
|------------------------------------|-----------|
| Service fees                       | -12.00    |
| Checks                             | -0.00     |
| Withdrawals and other subtractions | -1,212.36 |
| Deposits and other additions       | 1,925.69  |
| Beginning balance on June 18, 2014 | -\$6.28   |

Account number: 7957

We're changing the name of MyAccess Checking to Bank of America Core Checking™.

A new name and that's all. Bank of America Core Checking is the same as MyAccess Checking. The benefits and features, account numbers, debit cards, and checks will not change. If you have questions about the new name, please call us at the number listed on this statement.

## Help prevent unexpected overdraft fees

Enroll in Overdraft Protection today at bankofamerica.com/aboutodp

Make the purchases and withdrawals you need without worrying.

There is no cost to enroll, and you only pay when you use the service.

SSM-02-14-0415.B

Overdraft Protection Transfer fees may apply. See bankofamerica.com/feesataglance or your Personal Schedule of Fees for details. Bank of America, N.A. Member FDIC. © 2014 Bank of America Corporation ARFG7S33

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RUBEN NIEVES | Account @

957 | June 18, 2014 to July 18, 2014

### IMPORTANT INFORMATION:

#### BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

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- Tell us the dollar amount of the suspected error.



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Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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## Your checking account



RUBEN NIEVES | Account # 7957 | June 18, 2014 to July 18, 2014

## Deposits and other additions

| Date      | Description               | Amount     |
|-----------|---------------------------|------------|
| 06/19/14  | Counter Credit            | 500.00     |
| 07/03/14  | Counter Credit            | 99,80      |
| 07/07/14  | Counter Credit            | 325.89     |
| 07/10/14  | Counter Credit            | 1,000.00   |
| Total dep | osits and other additions | \$1,925.69 |

## Withdrawals and other subtractions

| Date       | Description  | Amount      |
|------------|--|-------------|
| 06/27/14   | AutoZone 960 06/27 #000327716 PURCHASE AutoZone 960 BRO REVERE MA                          | -11.68      |
| 06/30/14   | CHECKCARD 0628 IMMUNOTEC 888-917-7779 VT 24692164179000020694271 RECURRING                 | -188.57     |
| 07/01/14   | CHECKCARD 0630 T-MOBILE RECURRING PMT 800-937-8997 WA 24692164181000028458717<br>RECURRING | -116.35     |
| 07/08/14   | PRICERITE LYNN 07/08 #000916137 PURCHASE PRICERITE LYNN S1 LYNN MA                         | -67.38      |
| 07/08/14   | PRICERITE LYNN 07/08 #000918766 PURCHASE PRICERITE LYNN S1 LYNN MA                         | -41.69      |
| 07/08/14   | Wal-Mart Store 07/08 #000503902 PURCHASE Wal-Mart Store LYNN MA                            | -244.27     |
| 07/10/14   | CHECKCARD 0709 NATIONAL GRID 800-322-3223 NY 24692164190000116077592                       | -119.51     |
| 07/11/14   | CHECKCARD 0710 UNOCHICAGOGRILL#224 REVERE MA 24445004192000173489629                       | -32.17      |
| 07/14/14   | CHECKCARD 0711 SUNOCO 0005206804 NEWTON CENTERMA 24692164193000472612591                   | -35.75      |
| 07/14/14   | CHECKCARD 0713 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164194000706466110               | -30.00      |
| 07/14/14   | AMERICAN EXPRESS DES:ACH Pmt   ID:R8160  | -300.00     |
| 07/15/14   | CHECKCARD 0712 THE LEGENDS NETWORK 800-6285181 VA 24789304195794300297278                  | -24.99      |
| Total with | ndrawals and other subtractions  | -\$1,212.36 |

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- 2 Click Help & Support
- 3. Select Travel Information
- 4. Click Set or Review Travel Notice
- Go to bankofamerica.com/trip

**ARPYMB3U** 

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RUBEN NIEVES | Account 7957 | June 18, 2014 to July 18, 2014

## Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

|                               | Total for this period | Total year-to-date |
|-------------------------------|-----------------------|--------------------|
| Total Overdraft fees          | \$0.00                | \$35.00            |
| Total NSF: Returned Item fees | \$0,00                | \$0,00             |

#### Help to avoid Overdraft & NSF.

Set up Alerts through Online Banking and receive messages by email or text to inform you when your balance is low. Set up Overdraft Protection to automatically transfer available funds to your account from a linked savings, credit card, or second checking account to help cover items that would overdraw your account. You can set up both services via Online Banking at bankofamerica.com, by visiting a banking center, or by calling the toll-free number on your statement for details. Changes generally take effect after 2 business days, but can take up to 10 business days, depending on the type of account you've chosen to link for Overdraft Protection service.

| Date                       | Transaction description | Amount |
|----------------------------|-------------------------|--------|
| 07/18/14                   | Monthly Maintenance Fee | -12.00 |
|                            |                         |        |
| Total service fees -512.00 |                         |        |

Note your Ending Balance already reflects the subtraction of Service Fees.

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

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RUBEN NIEVES | Account

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RUBEN NIEVES | Account # 7957 | June 18, 2014 to July 18, 2014

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## Bankof America 🧇

P.O. Box 15284 Wilmington, DE 19850

RUBEN NIEVES 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

Customer Service: 1.800.432.1000 TDD/TTY users only: 1.800.288.4408 En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A.
 P.O. Box 25118
 Tampa, FL 33622-5118

## Your BofA Core Checking

for May 17, 2014 to June 17, 2014

#### **RUBEN NIEVES**

## Account summary

| -\$6.28    |
|------------|
| -12.00     |
| -0.00      |
| -1,251.28  |
| 0.00       |
| \$1,257.00 |
|            |



We're changing the name of MyAccess Checking to Bank of America Core Checking™.

A new name and that's all. Bank of America Core Checking is the same as MyAccess Checking. The benefits and features, account numbers, debit cards, and checks will not change. If you have questions about the new name, please call us at the number listed on this statement.

# See art and culture for free

Bank of America's Museums on Us® program gives you one FREE admission to over 150 cultural institutions during the first full weekend of every month.

Just bring your Bank of America® debit card and a photo ID.

#### Learn more at bankofamerica.com/artsonus

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- Museums
- Botanical Gardens
- Science Centers
- And more

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RUBEN NIEVES | Account A

957 | May 17, 2014 to June 17, 2014

## **IMPORTANT INFORMATION:**

## BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.



For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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## Your checking account



| Withdrawals | and | other | subtractions |
|-------------|-----|-------|--------------|
|-------------|-----|-------|--------------|

Total withdrawals and other subtractions

| Date     | Description   | Amount      |
|----------|---|-------------|
| 05/19/14 | CHECKCARD 0517 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164137000790747540            | (-30.00)    |
| 05/20/14 | CHECKCARD 0519 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164139000690497749            | 30.00       |
| 05/22/14 | CHECKCARD 0521 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164141000550219866            | (-30.00 Sef |
| 05/23/14 | CHECKCARD 0521 TOP'S CHURRASCARIA PEABODY MA 24801634143200001596502                    | -60.67      |
| 05/23/14 | THE HOME DEPOT 05/23 #000703101 PURCHASE THE HOME DEPOT 26 SOMERVILLE MA                | -25.55      |
| 05/27/14 | CHECKCARD 0523 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164143000414789235            | -10.00      |
| 05/27/14 | CHECKCARD 0524 CIRCLE K 07500 WAKEFIELD MA 24692164145000188737509                      | -50.00      |
| 05/27/14 | CHECKCARD 0526 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164146000641793031            | -30.00 Eug  |
| 05/29/14 | CHECKCARD 0528 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164148000639936723            | (-15.00 EXA |
| 05/30/14 | CHECKCARD 0529 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164149000979095089            | 30.00 Exp   |
| 05/30/14 | AMERICAN EXPRESS DES:ACH Pmt ID:W9664   | -550.00     |
| 06/02/14 | CHECKCARD 0531 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164151000806910398            | -30.00      |
| 06/02/14 | STOP & SHOP #0 05/30 #000632148 PURCHASE STOP & SHOP #062 MALDEN MA                     | -62.39      |
| 06/02/14 | CHECKCARD 0531 T-MOBILE RECURRING PMT 800-937-8997 WA 24692164151000931098846 RECURRING | -182.68     |
| 06/03/14 | CHECKCARD 0603 IDT*B0SS INTL CALLING 800-676-8312 NJ 24692164154000109597915            | -30.00 F    |
| 06/06/14 | CHECKCARD 0606 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164157000559983638            | (-30.00 Exp |
| 06/09/14 | CHECKCARD 0608 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164159000660183761            | (-30,00 EX/ |
| 06/16/14 | CHECKCARD 0612 THE LEGENDS NETWORK 800-6285181 VA 24789304164473400195206               | -24.99      |

Exp = Expenses for Teles Free
Reportulation

Thank you for being a Bank of America® customer.

-\$1,251.28

RUBEN NIEVES | Account #

7957 | May 17, 2014 to June 17, 2014

#### Service fees

## Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

| /F                            | Total for this period | Total year-to-date |
|-------------------------------|-----------------------|--------------------|
| Total Overdraft fees          | \$0.00                | \$35,00            |
| Total NSF: Returned Item fees | \$0.00                | \$0.00             |

#### Help to avoid Overdraft & NSF.

Set up Alerts through Online Banking and receive messages by email or text to inform you when your balance is low. Set up Overdraft Protection to automatically transfer available funds to your account from a linked savings, credit card, or second checking account to help cover items that would overdraw your account. You can set up both services via Online Banking at bankofamerica.com, by visiting a banking center, or by calling the toll-free number on your statement for details. Changes generally take effect after 2 business days, but can take up to 10 business days, depending on the type of account you've chosen to link for Overdraft Protection service.

| Date                        | Transaction description | Amount |
|-----------------------------|-------------------------|--------|
| 06/17/14                    | Monthly Maintenance Fee | -12.00 |
| Total service fees -\$12.00 |                         |        |

Note your Ending Balance already reflects the subtraction of Service Fees.

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica, com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

-\$12.00



**RUBEN NIEVES** 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

Customer Service: 1.800.432.1000 TDD/TTY users only: 1.800.288.4408 En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

## Your MyAccess Checking

for April 18, 2014 to May 16, 2014

#### **RUBEN NIEVES**

## Account summary

| Beginning balance on April 18, 2014 | \$1,970.22 |
|-------------------------------------|------------|
| Deposits and other additions        | 4,300.00   |
| Withdrawals and other subtractions  | -4,896.20  |
| Checks                              | -0.00      |
| Service fees                        | -117.02    |
| Ending balance on May 16, 2014      | \$1.257.00 |



We're changing the name of MyAccess Checking to Bank of America Core Checking™.

A new name and that's all. Bank of America Core Checking is the same as MyAccess Checking. The benefits and features, account numbers, debit cards, and checks will not change. If you have questions about the new name, please call us at the number listed on this statement.

## Hello and welcome to Bank of America

We're ready to help you take advantage of everything that is available with your new account.



Convenient



Online Banking



Mobile





Visit bankofamerica.com/quickstart today to learn about all of these great features and benefits.

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RUBEN NIEVES | Account #

957 | April 18, 2014 to May 16, 2014

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IMPORTANT INFORMATION:

BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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7957 | April 18, 2014 to May 16, 2014

## Deposits and other additions

| Date     | Description               | Amount     |
|----------|---------------------------|------------|
| 04/22/14 | Counter Credit            | 300.00     |
| 04/25/14 | Counter Credit            | 2,400.00   |
| 05/07/14 | Counter Credit            | 1,000.00   |
| 05/08/14 | Counter Credit            | 600.00     |
|          | osits and other additions | \$4 300 00 |

## Withdrawals and other subtractions

| Date     | Description   | Amount                     |
|----------|---|----------------------------|
| 04/21/14 | CHECKCARD 0418 HERTZ RENT-A-CAR MALDEN MA 24391214108613104730994                         | -818.02 A                  |
| 04/21/14 | CHECKCARD 0418 EXXONMOBIL 97551667 MALDEN MA 24164054109378009427047                      | (-17.20 84)                |
| 04/21/14 | CHECKCARD 0419 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164109000885712544              | (-30.00 EV)                |
| 04/21/14 | BKOFAMERICA ATM 04/21 #000002375 WITHDRWL MALDEN MALDEN MA                                | -700.00                    |
| 04/21/14 | MA TLR cash withdrawal from CHK 7957  | -500.00                    |
| 04/24/14 | CHECKCARD 0424 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164114000810702175              | -30.00                     |
| 04/28/14 | CHECKCARD 0425 PAGSUPORTE*COMPRANALOJA BARUERI 24793354115462005400896                    | <u> </u>                   |
| 04/28/14 | CHECKCARD 0426 TEXACO-RUTA 66-AEROPUER AEROPUERTO 74420194117438420243008                 | -69.48 EX                  |
| 04/29/14 | CHECKCARD 0428 RESTAURANT LA CASITA LA ROMANA 74420194118520220050664                     | -37.66 EV                  |
| 05/01/14 | CHECKCARD 0429 CCN JUMBO ROMANA CR. LA ROMANA 74420194120410566374009                     | -105.51 Et                 |
| 05/01/14 | CHECKCARD 0430 T-MOBILE RECURRING PMT 800-937-8997 WA 24692164120000302986411 . RECURRING | -133.78                    |
| 05/01/14 | CHECKCARD 0430 LA SIRENA BONAO CREDITO BONAO 74420194120644631211180                      | <u>-243.43</u>             |
| 05/05/14 | CHECKCARD 0427 FARMACIA OLIM SANTO DOMINGO 74420194124441060201501                        | (82.17 Et)                 |
| 05/05/14 | CHECKCARD 0429 EST. TEX.FRANCISCO ESTE JARABACOA 74420194124415440880390                  | -74.88 Ex-                 |
| 05/05/14 | CHECKCARD 0504 IDT*B055 INTL CALLING 800-676-8312 NJ 24692164124000340139623              | -30.00 Eig                 |
| 05/06/14 | CHECKCARD 0505 PLATEPASS HERTZ TOLLS 877.411.4300 AZ 24493984126026668937082              | -29.75 X                   |
|          | C. L.   | Continued on the next name |

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Withdrawals and other subtractions - continued

| Date     | Description  | Amount   |
|----------|--|----------|
| 05/08/14 | CHECKCARD 0508 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164128000821035221 | (-30.00) |
| 05/13/14 | CHECKCARD 0512 IDT*B0SS INTL CALLING 800-676-8312 NJ 24692164132000816793986 | (-30.00) |
| 05/14/14 | CHECKCARD 0512 THE LEGENDS NETWORK 800-6285181 VA 24789304133145600193599    | -129.95  |
| 05/14/14 | SUPER STOPNSHO 05/14 #000592047 PURCHASE SUPER STOPNSHOP # MEDFORD MA        | -53.86   |
| 05/16/14 | CHECKCARD 0515 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164135000108423653 | (-30.00) |

#### Total withdrawals and other subtractions

-\$4,896.20

### Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

|                               | Total for this period | Total year-to-date |
|-------------------------------|-----------------------|--------------------|
| Total Overdraft fees          | \$35.00               | \$35.00            |
| Total NSF: Returned Item fees | \$0.00                | \$0.00             |

#### Help to avoid Overdraft & NSF.

Set up Alerts through Online Banking and receive messages by email or text to inform you when your balance is low. Set up Overdraft Protection to automatically transfer available funds to your account from a linked savings, credit card, or second checking account to help cover items that would overdraw your account. You can set up both services via Online Banking at bankofamerica.com, by visiting a banking center, or by calling the toll-free number on your statement for details. Changes generally take effect after 2 business days, but can take up to 10 business days, depending on the type of account you've chosen to link for Overdraft Protection service.

| Date     | Transaction description                  | Amount     |
|----------|--|------------|
| 04/21/14 | OVERDRAFT ITEM FEE FOR ACTIVITY OF 04-21 | حر 35.00-  |
| 04/28/14 | CHECKCARD 0425 PAGSUPORTE*COMPRANALOJA   | (-51.62)   |
| 04/28/14 | CHECKCARD 0426 TEXACO-RUTA 66-AEROPUER   | -2.08 54   |
| 04/29/14 | CHECKCARD 0428 RESTAURANT LA CASITA      | (-1,13)    |
| 05/01/14 | CHECKCARD 0430 LA SIRENA BONAO CREDITO   | -7.30 \$4  |
| 05/01/14 | CHECKCARD 0429 CCN JUMBO ROMANA CR.      | -3.17 EL4  |
| 05/05/14 | CHECKCARD 0427 FARMACIA OLIM             | (-2.47 EV) |
| 05/05/14 | CHECKCARD 0429 EST. TEX.FRANCISCO ESTE   | -2.25 6/6  |
| 05/16/14 | Monthly Maintenance Fee                  | -12.00     |

#### Total service fees

Note your Ending Balance already reflects the subtraction of Service Fees.

Ef = Expenses for Telesfee Segrenatation

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Your checking account

## BankofAmerica

RUBEN NIEVES | Account

7957 | April 18, 2014 to May 16, 2014

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Important Platinum Privileges program update.

Beginning July 26, 2014, we will no longer enroll clients in the Platinum Privileges program in CT, DE, FL, GA, IL, IN, MD, MI, NC, NJ, NY, PA, TN, VA and District of Columbia. Clients enrolled in Platinum Privileges by July 26th will continue receiving and enjoying the benefits of the program if they meet the qualifications. Please visit your local banking center to learn more about these benefits and qualifications.

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P.O. Box 15284 Wilmington, DE 19850

**RUBEN NIEVES** 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

Customer Service: 1.800.432.1000 TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A. P.O. Box 25118 Tampa, FL 33622-5118

## Your MyAccess Checking

for March 19, 2014 to April 17, 2014

#### **RUBEN NIEVES**

## Account summary

| Ending balance on April 17, 2014    | \$1,970.22 |
|-------------------------------------|------------|
| Service fees                        | -0.00      |
| Checks                              | -0.00      |
| Withdrawals and other subtractions  | -4,244.73  |
| Deposits and other additions        | 3,300.00   |
| Beginning balance on March 19, 2014 | \$2,914.95 |



## Hello and welcome to Bank of America

We're ready to help you take advantage of everything that is available with your new account.



Convenient Deposits



Online Banking



Mobile





Mobile Transfers

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RUBEN NIEVES | Account

7957 | March 19, 2014 to April 17, 2014

### **IMPORTANT INFORMATION:**

#### BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first beposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

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Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a banking center for information.

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# Your checking account



7957 | March 19, 2014 to April 17, 2014

# Deposits and other additions

| Date                                   | Description    | Amount   |  |  |  |
|--|----------------|----------|--|--|--|
|  |                |          |  |  |  |
| 04/10/14                               | Counter Credit | 3,300.00 |  |  |  |
|  |                |          |  |  |  |
| Total deposits and other additions \$3 |                |          |  |  |  |

### Withdrawals and other subtractions

| Date     | Description  | Amount      |
|----------|--|-------------|
| 03/20/14 | CHECKCARD 0318 THAI SWEET BASIL ANDOVER MA 24412894078093734781602           | -25.04      |
| 03/21/14 | WAL-MART #2139 03/21 #000177044 PURCHASE WAL-MART #2139 LYNN MA              | -129.51     |
| 03/24/14 | CHECKCARD 0322 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164081000364768845 | (-20.00)    |
| 03/24/14 | CHECKCARD 0322 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164081000646345479 | (-20.00)    |
| 03/25/14 | CHECKCARD 0324 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164083000333158118 | (-20,00 E)  |
| 03/25/14 | Online Banking transfer to CHK 4941 Conf# 0476234440;                        | -1,000.00   |
| 03/27/14 | CHECKCARD 0325 WAXY O CONNER S REST AN WOBURN MA 24247604085100519315574     | -89.71      |
| 03/31/14 | CHECKCARD 0330 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164089000662951152 | -20.00 E    |
| 03/31/14 | CHECKCARD 0330 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164089000876624561 | (-20.00 Et  |
| 03/31/14 | CHECKCARD 0331 T-MOBILE.COM*PAYMENT 800-937-8997 WA 24692164090000986811261  | -101.70     |
| 04/02/14 | CHECKCARD 0402 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164092000837464375 | (-20,00     |
| 04/07/14 | CHECKCARD 0405 PLAZA LIQUORS METHUEN MA 24733094095207863800557              | -44.58      |
| 04/08/14 | CHECKCARD 0407 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164097000139540489 | (-20.06) 1  |
| 04/08/14 | CHECKCARD 0407 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164097000150840974 | -20.005K    |
| 04/08/14 | CHECKCARD 0408 IDT*BOSS INTL CALLING 800-676-8312 NJ 24692164098000383920808 | -20.00 Ex   |
| 04/09/14 | KMART 3486 04/09 #000099086 PURCHASE KMART 3486 SOMERVILLE MA                | -85.90      |
| 04/11/14 | CHECKCARD 0411 BALIS RESTAURANT LAWRENCE MA 24765014101200000000505          | (-167.2057) |
| 04/14/14 | CHECKCARD 0411 BLOOMINGDALE'S #0011 CHESTNUT HILLMA 24445734103600097104707  | -50.00      |
| 04/14/14 | KMART 3333 04/12 #000091680 PURCHASE KMART 3333 SAUGUS MA                    | -56.62      |

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AR8AN8VW SSM-01-14-9014.A

Case 14-40987 Doc 3236-2 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Exhibit Nieves. attachment 1 of 3 Page 65 of 67

RUBEN NIEVES | Account #

7957 | March 19, 2014 to April 17, 2014

# Withdrawals and other subtractions - continued

| Date       | Description  |   | Amount      |
|------------|--------------|---|-------------|
| 04/14/14   | Wal-Mart Sto | ore 04/13 #000615641 PURCHASE Wal-Mart Store L.YNN MA           | -143.19     |
| 04/16/14   | CHECKCARD    | 0415 BISUTEKI JAPANESE REVERE MA 24224434106104007684511        | -29.96      |
| 04/16/14   | MA TLR cash  | withdrawal from CHK 7957  | -2,000.00   |
| 04/17/14   | CHECKCARD    | 0415 CHEESECAKE FACTORY #137 PEABODY MA 24610434106072025334892 | (-111.32)   |
| 04/17/14   | CHECKCARD    | 0416 GULF OIL 92042570 WOBURN MA 24231684106837002537181        | -30.00      |
| Total with | ndrawals and | other subtractions  | -\$4,244.73 |

To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

# Bankof America 💝

P.O. Box 15284 Wilmington, DE 19850

RUBEN NIEVES 26 GREYSTONE RD MALDEN, MA 02148-1250

#### Customer service information

Customer Service: 1.800.432.1000
 TDD/TTY users only: 1.800.288.4408
 En Español: 1.800.688.6086

- bankofamerica.com
- Bank of America, N.A.
   P.O. Box 25118
   Tampa, FL 33622-5118

# Your MyAccess Checking

for February 15, 2014 to March 18, 2014 RUBEN NIEVES

### Account summary

| Ending balance on March 18, 2014       | \$2,914.95  |
|--|-------------|
| Service fees                           | -33.65      |
| Checks                                 | -0.00       |
| Withdrawals and other subtractions     | -58,675.43  |
| Deposits and other additions           | 44,765.93   |
| Beginning balance on February 15, 2014 | \$16,858.10 |



# Let's connect on Facebook, Twitter & Google+

Learn about shopping deals, travel ideas, and tips to help you with personal finance.



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@bofa\_tips



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ARRXE47J

SSM-12-13-0426.A

RUBEN NIEVES | Account #

7957 | February 15, 2014 to March 18, 2014

### IMPORTANT INFORMATION:

#### BANK DEPOSIT ACCOUNTS

Change of address - Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our banking centers.

Electronic transfers: In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachuses) customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled.

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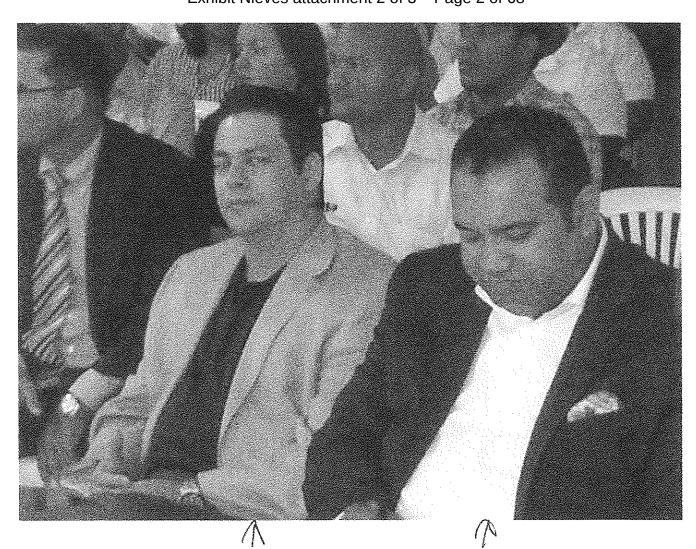
Bank of America, N.A. Member FDIC and



**Equal Housing Lender** 

Case 14-40987 Doc 3236-3 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Exhibit Nieves attachment 2 of 3 Page 1 of 68

# EXHIBIT 2



SAM SANTIAGODIA ROSA
Ruben Nieves
978 835 0312







# Reminder: Telexfree Spanish (Espanol) conference call and webinar starts in 1 hour

1 message

santiago de la rosa <customercare@gotowebinar.com>

Sat, Aug 31, 2013 at 8:00 PM

Reply-To: sdelarosavanterpool@gmail.com

To: rubennievesjr@gmail.com

Dear ruben,

This is a reminder that "Telexfree Spanish (Espanol) conference call and webinar" will begin in 1 hour on:

Sat, Aug 31, 2013 9:00 PM - 10:00 PM EDT

Add to Calendar

Please send your questions, comments and feedback to: sdelarosavanterpool@gmail.com

How to Join the Webinar

1. Click the link to join the webinar at the specified time and date:

https://global.gotowebinar.com/join/574558852304601804 8/579576278

Note: This link should not be shared with others; it is unique to you.

2. Choose one of the following audio options:

TO USE YOUR COMPUTER'S AUDIO:

When the webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.

--OR--

TO USE YOUR TELEPHONE:

If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.

**United States** 

Toll: +1 (646) 307-1705 Access Code: 158-841-949

Audio PIN: Shown after joining the webinar

Webinar ID: 138-457-099
View System Requirements

To Cancel this Registration

If you can't attend this webinar, you may cancel your registration at any time.

You are receiving this email because you registered for this webinar. You can also opt-out from receiving further emails from this webinar's organizers. Privacy Policy.

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### (no subject)

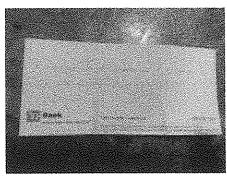
2 messages

Ruben Nieves <rubennievesjr@gmail.com>

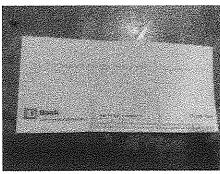
To: Santiago De La Rosa Gina <sdelarosavanderpool@gmail.com>

Tue, Oct 29, 2013 at 10:05 PM

#### 2 attachments



**20131029\_214915.jpg** 1795K



**20131029\_214915.jpg** 1795K

**Mail Delivery Subsystem** <mailer-daemon@googlemail.com> To: rubennievesjr@gmail.com Tue, Oct 29, 2013 at 10:05 PM

Delivery to the following recipient failed permanently:

sdelarosavanderpool@gmail.com

Technical details of permanent failure:

The email account that you tried to reach does not exist. Please try double-checking the recipient's email address for typos or unnecessary spaces. Learn more at http://support.google.com/mail/bin/answer.py? answer=6596

---- Original message -----

Return-Path: <rubennievesjr@gmail.com>

Received-SPF: pass (google.com: domain of rubennievesir@gmail.com designates 10.66.145.166 as

permitted sender) client-ip=10.66.145.166 Authentication-Results: mr.google.com;

spf=pass (google.com: domain of rubennievesjr@gmail.com designates 10.66.145.166 as permitted

sender) smtp.mail=rubennievesjr@gmail.com;

dkim=pass header.i=@gmail.com

X-Received: from mr.google.com ([10.66.145.166])

by 10.66.145.166 with SMTP id sv6mr536943pab.31.1383098724512 (num hops = 1);

Tue, 29 Oct 2013 19:05:24 -0700 (PDT)

DKIM-Signature: v=1; a=rsa-sha256; c=relaxed/relaxed;

d=gmail.com; s=20120113;

h=mime-version:date:message-id:subject:from:to:content-type;

bh=tLBq5xBJCn6HgN28txlexkuLM5s+6cSi7YEeJ71/vNY=;

b=I6VfUF1rVFRwc7kSgUeomNC6dfkX7ALmB4DVMNtXbyRMzmK/G2u9Df54dvUuF+XHm/ V7KXuiXBJP0UQYdoJ+Vmc4plNyZpflf3OCjUgO25E0TPJ954xC16vfYil+xDGV2paKYe lfWX2d1jfrRD6L4vr2Wmj1mlvCqj6pYKquN9lRkaoXhKwKMxTU1jzGDPI+D4FzY4rz8W hPbYu3fLYkS1yq3bhX4XLOG6cOFiCxl442n8ChowvPpclBEtn/ssZ3UfNSyBIYArwhQZ zrRI2L6xA+DwPug2YGvoOZrLI/8oscO+Ze6zYScVTmf9kTbAAyFsmczClJBs5EN0Z7lg

w1ZA==

MIME-Version: 1.0

X-Received: by 10.66.145.166 with SMTP id sv6mr536943pab.31.1383098724352;

Tue, 29 Oct 2013 19:05:24 -0700 (PDT)

Received: by 10.66.122.73 with HTTP; Tue, 29 Oct 2013 19:05:22 -0700 (PDT)

Received: by 10.66.122.73 with HTTP; Tue, 29 Oct 2013 19:05:22 -0700 (PDT)

Date: Tue, 29 Oct 2013 22:05:22 -0400

Message-ID: <CAGWdWftqG47oPV8TTYEQHmQ-+\_LbOaQL5Gmv=qNRBKsJPKe+sQ@mail.gmail.com>

Subject:

From: Ruben Nieves <rubennievesir@gmail.com>

To: Santiago De La Rosa Gina <sdelarosavanderpool@gmail.com>

Content-Type: multipart/mixed; boundary=047d7b6783f6278e4a04e9ebc461



### **Ewallet training event**

1 message

**Steve Labriola** <slabriola@telexfree.com>
To: Steve Labriola <slabriola@telexfree.com>

The state of the s

Sat, Feb 1, 2014 at 3:00 PM

Good afternoon to all of you,

We have decided it would be in everybody's interest to have an ewallet training for the leaders to than take the information learned and go back to the field and start the training to the field.

This event will be done by ewallet employees and it will be in Florida near their corporate offices. The training will also be in English so we need all participants to be fluent in English.

The training will be on Thursday 2/6/13 from 10:00am eastern to 5:00pm eastern

Location will be at Residence Inn Miami Aventura Mall, 19900 West Country Club Drive, Aventura, FL 33180; (786) 528-1070

If you are traveling in from somewhere please call the above number and tell them that you are coming in for the TelexFREE training to get your room for staying over.

Each agent will cover their own expenses and Telex will cover the training room.

Please email me back with your confirmation because we are tight on seats and I need a head count.

Thank you

Make it an Awesome Day Steve Labriola International Marketing Manager

TelexFree International



### Check in for your flight to San Juan

1 message

JetBlue Reservations reservations@jetblue.com>
To: RUBENNIEVESJR@gmail.com

Thu, Jan 16, 2014 at 2:06 PM



Scan this barcode to check in at any JetBlue check in kiosk.



E

Check in

Flight status

Change/Cancel

Seats

Baggage info

# Skip the line, check in now!

Check in online by printing your boarding pass now. When you get to the airport, go straight to security if you have no bags to check. Please use your confirmation number, not ticket number, to check in.

Your confirmation number is VQEHYE.



If you purchased an Even More Space seat, congratulations! If you didn't, you still have a chance get extra legroom, plus enjoy early boarding and early access to overhead bins. In select cities, More Space also comes with Even More Speed expedited security so you can get to your gate Purchase now.

# Your itinerary

| Date        | Departs/<br>Arrives    | Route  | Flight /<br>Operated by | Travelers    | Frequent<br>Flyer <sup>1</sup> | Seats <sup>2</sup> | Terr |
|-------------|------------------------|--|-------------------------|--------------|--------------------------------|--------------------|------|
| Fri, Jan 17 | 2:02 p.m.<br>6:59 p.m. | Boston,<br>MA (BOS) to<br>San<br>Juan, (SJU) | 861<br>B6               | Ruben Nieves | N/A                            | Select<br>seat     | C    |
| Thu, Jan 23 | 1:29 p.m.<br>4:46 p.m. | San<br>Juan, (SJU) to                        | 462<br>B6               | Ruben Nieves | NIA                            | 9A                 | ¢    |

Boston, MA (BOS)

Your ticket numbers are:

Ruben Nieves: Your ticket is still in the process of being issued. Please call 1-800-JETBLUE if you re your ticket number.

## Before take off

#### Helpful travel tips

- · Special needs
- Infants
- Unaccompanied minors
- Pets

#### Pack, drop, and go!

Check in, get your boarding pass and have your bags picked up from your hotel, convention or other select area several hours before your flight. Learn more

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For Allianz Global Assistance flight insurance inquiries, please call 1-800-284-8300.

# Special travel deals



**Get 20,000 TrueBlue® points** after spending \$1,000 with your Card in your first 3 month Cardmembership. Apply Now.



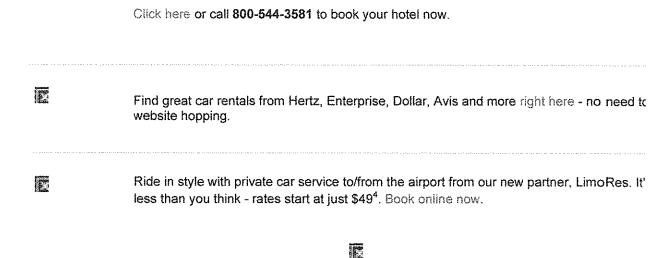
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- No Change or Cancel fee <sup>3</sup>
- · No phone booking fee
- Thousands of TripAdvisor® customer reviews

<sup>\*</sup> Even More Space

<sup>&</sup>lt;sup>1</sup> To provide a frequent flyer number please call 1-800-JETBLUE (538-2583).

<sup>&</sup>lt;sup>2</sup> Seats requests on other airlines are not guaranteed until confirmed by the operating carrier.



†DIRECTV® and XM Radio® services are not available outside the continental U.S.; however, where applicable, morfrom JetBlue Features™ are offered complimentary on these routes.

- \*\* Offer ends 8/31/2011, 11:59 PM, ET; valid for TrueBlue members in good standing who purchase a full fa JetBlue ticket and who check in via jetblue.com or mobile check-in (100 TrueBlue points), or at a JetBlue air kiosk (50 TrueBlue points). Offer starts 6/10/2011.
- 1. Welcome bonus offer not available to applicants who have had this product or a Crewmember JetBlue Card account witilast 12 months. You can earn 20,000 TrueBlue® points after you spend \$1,000 on eligible purchases in your first three months of Cardmembership following the time of Card account opening. Eligible purchases are purchases of goods or services minus returns accredits, and do NOT include: fees or interest charges, balance transfers, cash advances, purchases of travelers checks, purchases reloading of prepaid cards, or purchases of cash equivalents. TrueBlue points will be credited to your JetBlue TrueBlue Program act to 8 weeks after the spend requirement has been reached. This offer is not valid for existing JetBlue Cardmembers. You are eligible receive points for only one Card account. Additional Cardmembers are not eligible.
- 2. Price Match Guarantee: Special Internet Rate reservations booked through Hotels.com are guaranteed to be the lowest rate you If there is a lower rate available for the same dates and the same hotel, you must contact Hotels.com prior to the property's cancella deadline of your "Special Internet Rate" reservation. After verifying the lower rate, Hotels.com will, at its choice, either match the low or cancel the reservation without a cancellation fee. This Guarantee only applies to booked prepaid reservations of rates indicated a "Special Internet Rates." It does not apply to special events such as New Year's, the Super Bowl, Mardi Gras, JazzFest, etc. Other restrictions may apply. To learn more or to claim a Guarantee, see http://hotels.jetblue.com/index.jsp?pageName=guarantee.
- 3. No Change/Cancel Fees: Hotels.com does not charge a change or cancel fee; however, each property has independent penalties changes/cancellations. See full hotel details and descriptions for details.
- 4. Advertised rates are based on trips between airports and downtown metropolitan area locations in an economy class vehicle. Rat not include additional charges that may be applicable, such as charges for tolls, extra stops, parking fees, telephone usage, pets, excar bags, car seats, waiting time, or custom requests. Rates include local and state taxes and fees, except in NY, NJ, and CT; passin these states are responsible for taxes and fees (including, in NY, a 2% NYC workmen's compensation charge and 8.875% state as sales taxes). Rates include gratuity, except in NY, NJ, and CT; passengers traveling in these states are encouraged to provide appring gratuity based on the service received. Economy pricing may not be available at all times during the day or during certain weather conditions. Advertised rates only apply for bookings made online at limes.jetbiue.com or by calling 1-888-478-8190.

#### **CUSTOMER CONCERNS**

Any customer inquiries or concerns can be addressed here, emailed to dearjetblue@jetblue.com, or sent JetBlue Airways, 6322 South 3000 East, Suite G10, Salt Lake City, UT 84121.

#### NOTICE OF INCORPORATED TERMS

All travel on JetBlue, whether it is domestic or international travel, is subject to JetBlue's Contract of Carrithe terms of which are incorporated herein by reference. International travel may also be subject to JetBlu international passenger rules tariffs on file with the U.S. and other governments, and, where applicable, the Montreal Convention or the Warsaw Convention and its amendments and special contracts. Incorporated include, but are not restricted to:

#### NOTICE OF INCREASED GOVERNMENT TAX OR FEE

JetBlue reserves the right to collect additional payment after a fare has been paid in full and tickets issued any additional government taxes or fees assessed or imposed.

- 1. Liability limitations for baggage, including special rules for fragile and perishable goods and the availab excess valuation.
- 2. Liability limitations for personal injury or death.
- 3. Claims restrictions, including time periods within which passengers must file a claim or bring an action against JetBlue.
- Rights of JetBlue to change the terms of contract.
- 5. Rules on reservations, check-in, and refusal to carry.
- 6. JetBlue's rights and limits on its liability for delay or failure to perform service, including schedule chang substitution of aircraft or alternate air carriers, and rerouting.
- 7. Non-refundability of reservations.
- 8. The Contract of Carriage and tariffs may be inspected at all JetBlue airport customer service counters, upon request you have the right to receive by mail a copy of the full text of the Contract of Carriage or tari Additional information on items one through seven can be obtained on JetBlue's website at www.JetBlue. or at any U.S. location where JetBlue transportation is sold.

#### **CARRY-ON BAGGAGE RULES**

JetBlue flights - Each customer may bring one bag that fits in the overhead bin plus one personal item (pubriefcase, laptop, etc.) that fits under the seat in front free of charge. Any excess carry-on baggage will be checked baggage. Visit <a href="http://www.jetblue.com/bags">http://www.jetblue.com/bags</a> and <a href="http://www.jetblue.com/bags">http://www.jetblue.com/bags</a> and <a href="http://www.jetblue.com/partner airline">http://www.jetblue.com/bags</a> and <a href="http://www.jetblue.com/partner airline apply when checking in JetBlue flight that is connecting to the partner. See <a href="http://www.jetblue.com/partners">http://www.jetblue.com/partners</a> for more information. JetBlue may allow additional carry-ons as a courtesy to customers connecting to our partner airline, JetBlue annot guarantee that those bags will be accepted for in-cabin travel on the partner. Customers are encounted abide by partner's rules for their entire journey to avoid additional checked baggage fees if their carry-contineet size/weight restrictions.

#### CHECKED BAGGAGE ALLOWANCE/FEES

Domestic JetBlue flights - JetBlue allows one free checked bag, subject to size/weight restrictions. For flig booked on or after February 3, 2012 a \$40.00 fee applies to a second checked bag (\$35.00 for flights booked on February 3, 2012), subject to size/weight restrictions. A \$75 fee applies for a third checked bag. Of fees apply for additional baggage and oversized or overweight baggage. Visit http://www.jetblue.com/bag more information. International JetBlue flights - JetBlue allows one free checked bag, subject to size/weigh restrictions. For flights booked on or after February 3, 2012 a \$40.00 fee applies to a second checked bag (\$35.00 for flights booked before February 3, 2012). Excess baggage rules and size/weight restrictions m vary depending on load availability and country restrictions. See www.jetblue.com/bags for more informat Travel on our partner airlines (excluding Cape Air\*) – Baggage rules and fees vary by partner airline and destination. JetBlue will follow our partner airlines' fees when customers are traveling on an itinerary inclu one of our partner airlines. Excess baggage rules and size/weight restrictions may vary depending on load availability. See http://www.jetblue.com/partners for more information.

\*For itineraries with a connection only to/from Cape Air, JetBlue's standard fees apply.

#### **CHECK-IN TIMES**

For domestic flights, customers traveling without checked baggage must obtain a boarding pass twenty (2 minutes prior to scheduled departure and customers traveling with checked baggage must obtain a board pass thirty minutes prior to scheduled departure. Customers must be present in the boarding gate are fifte (15) minutes prior to scheduled departure or the posted aircraft departure time. For international flights, customers traveling with or without checked bags must obtain a boarding pass sixty (60) minutes prior to scheduled departure. Customers must be present in the boarding gate twenty (20) minutes prior to sched departure or the posted aircraft departure time.

#### **DOCUMENTATION REQUIREMENTS**

For domestic travel, customers over the age of 18 will be required to show a U.S. federal or state-issued ID that contains the following information: name, date of birth, gender, expiration date and a tamper-resist feature. Customers traveling to/from an international destination are required to present proper document

at the time of check-in. Documents required for travel vary according to citizenship, residency, country of age (for minors), length of stay, purpose of visit, student status, etc. Please check for specific requirement the country, or countries, you are visiting to make sure you have the correct documents. In addition, Cust traveling to a country other than their country of citizenship or residency are required to hold proof of return onward travel. Failure to present proper documentation could result in denied boarding.

#### ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Where a passenger's journey involves an ultimate destination or a stop in a country other than the country departure, either the Warsaw Convention and the Hague Protocol, their amendments, and any special co of carriage embodied in applicable tariffs that waive Warsaw/Hague limits, or the Montreal Convention may apply to the entire journey including the portion within the countries of departure or destination and, in sor cases, may limit the liability of the carrier for death or personal injury, delay, and for loss of or damage to baggage. The Montreal Convention, where applicable, does not impose, and special contracts voluntarily entered into by many carriers, including JetBlue, waive, the Warsaw/Hague limitations for compensatory damages arising out of personal injury or wrongful death caused by an accident, as defined by the application treaty. The names of carriers party to the special contracts are available at all ticket offices of such carrier may be examined upon request.

#### NOTICE OF BAGGAGE LIABILITY LIMITS

For international transportation (including domestic portions) governed by the Montreal Convention, JetBl liability for baggage is limited to 1,131 SDRs (see, www.imf.org for current value) per passenger unless a value is declared and an extra charge is paid. For international transportation governed by the Warsaw Convention and the Hague Protocol and their amendments, JetBlue's liability for baggage is limited to \$9. pound for checked baggage and \$400 per passenger for unchecked baggage unless a higher value is deand an extra charge is paid. Special rules may apply to valuable articles. For domestic transportation, Jet liability for baggage is limited to \$3,300 per passenger. General baggage rules: As set forth more fully in it Contract of Carriage and international passenger rules tariffs, JetBlue will not be responsible for fragile or perishable goods. JetBlue assumes no liability for oversized, overweight or overpacked baggage, or for loor damage to baggage parts such as wheels, straps, pockets, pull handles, zippers, hanger hooks or othe items attached to baggage. JetBlue will not be responsible for the following items in checked or unchecke baggage: money, jewelry including watches, cameras, camcorders, any type of electronic equipment, inclic computers, valuable papers or documents and other similar items as described in more detail in the Contic Carriage.

#### NOTICE OF OVERBOOKING OF FLIGHTS

Although JetBlue does not intentionally overbook its flights, there is a slight chance that seat will not be available on a flight for which a person has a confirmed reservation. If th flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline choosing. If there are not enough volunteers, JetBlue will deny boarding to other person accordance with its particular boarding priority. With few exceptions, including failure to comply with JetBlue's check-in deadline (which are available upon request from JetBlue persons denied boarding involuntarily are entitled to compensation. The complete rules the payment of compensation and JetBlue's boarding priorities are available at all airpor ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.

JetBlue Airways, 6322 South 3000 East, Suite G10, Salt Lake City, UT 84121



### Itinerary for your upcoming trip

1 message

**JetBlue Reservations** 
reservations@jetblue.com>
To: rubennievesjr@gmail.com

Wed, Dec 4, 2013 at 11:11 PM

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You're set to jet.
Your confirmation number is CJMIDD
Scan this barcode to check in at any JetBlue kiosk



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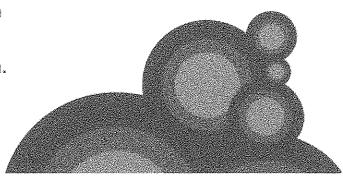
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YOU'RE SETTOJET.

Get ready to enjoy free snacks and the most legroom in coach.

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#### Your confirmation number is CJMIDD

Scan the barcode at the top of this page to check in at any JetBlue kiosk.

| Your itinerary ≣ |                         |  |                        |              |                                |                    |          |  |
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Mon,

4:20 a.m.

SANTO

830

Ruben Nieves N/A

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Dec 23

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(SDQ) to BOSTON, MA

(BOS)

ietiHue

For a detailed receipt, select a customer

Ticket number(s)

Ruben Nieves

2792103219589

Please click here for details regarding change and cancel policies.

- <sup>1</sup> To provide a frequent flier number please call 1-800-JETBLUE (538-2583)
- <sup>2</sup> Seats requests on other airlines are not guaranteed until confirmed by the operating carrier.



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BlueTales Blog



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- 1. Welcome bonus offer not available to applicants who have had this product or a Crewmember JetBlue Card account within the last 12 months. You can earn 20,000 TrueBlue points after you spend \$1,000 on eligible purchases in your first three months of Cardmembership following the time of Card account opening. Eligible purchases are purchases of goods or services minus returns and credits, and do NOT include: fees or interest charges, balance transfers, cash advances, purchases of travelers checks, purchases or reloading of prepaid cards, or purchases of cash equivalents. TrueBlue points will be credited to your JetBlue TrueBlue Program account 6 to 8 weeks after the spend requirement has been reached. This offer is not valid for existing JetBlue Cardmembers. You are eligible to receive points for only one Card account. Additional Cardmembers are not eligible.
- 2. Price Match Guarantee: If you find the same hotel and dates of stay at a lower rate, Hotels.com will, at its choice, either match the lower rate or cancel the reservation without a cancellation fee. See http://hotels.jetblue.com/index.jsp?pageName=guarantee.
- 3. No Change/Cancel Fees: Hotels.com does not charge a change or cancel fee; however, each property has independent penalties for changes/cancellations. See full hotel details and descriptions for details.
- 4. \*Advertised rates are based on trips between airports and downtown metropolitan area locations in an economy class vehicle. Rates do not include additional charges that may be applicable, such as charges for tolls, extra stops, parking fees, telephone usage, pets, extra in-car bags, car seats, waiting time, or custom requests. Rates include local and state taxes and fees, except in NY, NJ, and CT; passengers in these states are responsible for taxes and fees (including, in NY, a 2% NYC workmen's compensation charge and 8.875% state and local sales taxes). Rates include gratuity, except in NY, NJ, and CT; passengers traveling in these states are encouraged to provide appropriate gratuity based on the service received. Economy pricing may not be available at all times during the day or during certain weather conditions. Advertised rates only apply for bookings made online at limos.jetblue.com or by calling 1-888-478-8190.

#### **CUSTOMER CONCERNS**

Any customer inquiries or concerns can be addressed here, emailed to dearjetblue@jetblue.com, or sent to JetBlue Airways, 6322 South 3000 East, Suite G10, Salt Lake City, UT 84121.

# Gmail Clinerary for your upcoming trip Case 14-40987 Doc 3236-3 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc 4 of 5 Exhibit Nieves attachment 2 of 3 Page 18 of 68

#### NOTICE OF INCORPORATED TERMS

All travel on JetBlue, whether it is domestic or international travel, is subject to JetBlue's Contract of Carriage, the terms of which are incorporated herein by reference. International travel may also be subject to JetBlue's international passenger rules tariffs on file with the U.S. and other governments, and, where applicable, the Montreal Convention or the Warsaw Convention and its amendments and special contracts. Incorporated terms include, but are not restricted to:

#### NOTICE OF INCREASED GOVERNMENT TAX OR FEE

JetBlue reserves the right to collect additional payment after a fare has been paid in full and tickets issued for any additional government taxes or fees assessed or imposed.

- 1. Liability limitations for baggage, including special rules for fragile and perishable goods and the availability of excess valuation.
- 2. Liability limitations for personal injury or death.
- 3. Claims restrictions, including time periods within which passengers must file a claim or bring an action against JetBlue.
- 4. Rights of JetBlue to change the terms of contract.
- 5. Rules on reservations, check-in, and refusal to carry.
- 6. JetBlue's rights and limits on its liability for delay or failure to perform service, including schedule changes, substitution of aircraft or alternate air carriers, and rerouting.
- 7. Non-refundability of reservations.
- 8. The Contract of Carriage and tariffs may be inspected at all JetBlue airport customer service counters, and upon request you have the right to receive by mail a copy of the full text of the Contract of Carriage or tariffs. Additional information on items one through seven can be obtained on JetBlue's website at www.JetBlue.com or at any U.S. location where JetBlue transportation is sold.

#### **CARRY-ON BAGGAGE RULES**

JetBlue flights - Each customer may bring one bag that fits in the overhead bin plus one personal item (purse, briefcase, laptop, etc.) that fits under the seat in front free of charge. Any excess carry-on baggage will be checked baggage. Visit http://www.jetblue.com/bags and http://www.isa.gov for more information. Connecting on our partner airlines (including Cape Air) — The carry-on rules of a partner airline apply when checking in to a JetBlue flight that is connecting to the partner. See http://www.jetblue.com/partners for more information. While JetBlue may allow additional carry-ons as a courtesy to customers connecting to our partner airline, JetBlue cannot guarantee that those bags will be accepted for in-cabin travel on the partner. Customers are encouraged to abide by partner's rules for their entire journey to avoid additional checked baggage fees if their carry-ons do not meet size/weight restrictions.

#### CHECKED BAGGAGE ALLOWANCE/FEES

Domestic JetBlue flights - JetBlue allows one free checked bag, subject to size/weight restrictions. For flights booked on or after February 3, 2012 a \$40.00 fee applies to a second checked bag (\$35.00 for flights booked before February 3, 2012), subject to size/weight restrictions. A \$75 fee applies for a third checked bag. Other fees apply for additional baggage and oversized or overweight baggage. Visit http://www.jetblue.com/bags for more information. International JetBlue flights - JetBlue allows one free checked bag, subject to size/weight restrictions. For flights booked on or after February 3, 2012 a \$40.00 fee applies to a second checked bag (\$35.00 for flights booked before February 3, 2012). Excess baggage rules and size/weight restrictions may vary depending on load availability and country restrictions. See www.jetblue.com/bags for more information. Travel on our partner airlines (excluding Cape Air\*) — Baggage rules and fees vary by partner airline and destination. JetBlue will follow our partner airlines' fees when customers are traveling on an itinerary including one of our partner airlines. Excess baggage rules and size/weight restrictions may vary depending on load availability. See http://www.jetblue.com/partners for more information.

\*For itineraries with a connection only to/from Cape Air, JetBlue's standard fees apply.

#### **CHECK-IN TIMES**

For domestic flights, customers traveling without checked baggage must obtain a boarding pass twenty (20) minutes prior to scheduled departure and customers traveling with checked baggage must obtain a boarding pass thirty minutes prior to scheduled departure. Customers must be present in the boarding gate are fifteen (15) minutes prior to scheduled departure or the posted aircraft departure time. For international flights, customers traveling with or without checked bags must obtain a

# Gmail Clase 14-40987 Doc 3236-3 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc 5 of 5 Exhibit Nieves attachment 2 of 3 Page 19 of 68

boarding pass sixfy (60) minutes prior to scheduled departure. Customers must be present in the boarding gate twenty (20) minutes prior to scheduled departure or the posted aircraft departure time.

#### **DOCUMENTATION REQUIREMENTS**

For domestic travel, customers over the age of 18 will be required to show a U.S. federal or state-issued photo ID that contains the following information: name, date of birth, gender, expiration date and a tamper-resistant feature. Customers traveling to/from an international destination are required to present proper documentation at the time of check-in. Documents required for travel vary according to citizenship, residency, country of travel, age (for minors), length of stay, purpose of visit, student status, etc. Please check for specific requirements for the country, or countries, you are visiting to make sure you have the correct documents. In addition, Customers traveling to a country other than their country of citizenship or residency are required to hold proof of return or onward travel. Failure to present proper documentation could result in denied boarding.

#### ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Where a passenger's journey involves an ultimate destination or a stop in a country other than the country of departure, either the Warsaw Convention and the Hague Protocol, their amendments, and any special contracts of carriage embodied in applicable tariffs that waive Warsaw/Hague limits, or the Montreal Convention may apply to the entire journey including the portion within the countries of departure or destination and, in some cases, may limit the liability of the carrier for death or personal injury, delay, and for loss of or damage to baggage. The Montreal Convention, where applicable, does not impose, and special contracts voluntarily entered into by many carriers, including JetBlue, waive, the Warsaw/Hague limitations for compensatory damages arising out of personal injury or wrongful death caused by an accident, as defined by the applicable treaty. The names of carriers party to the special contracts are available at all ticket offices of such carriers and may be examined upon request.

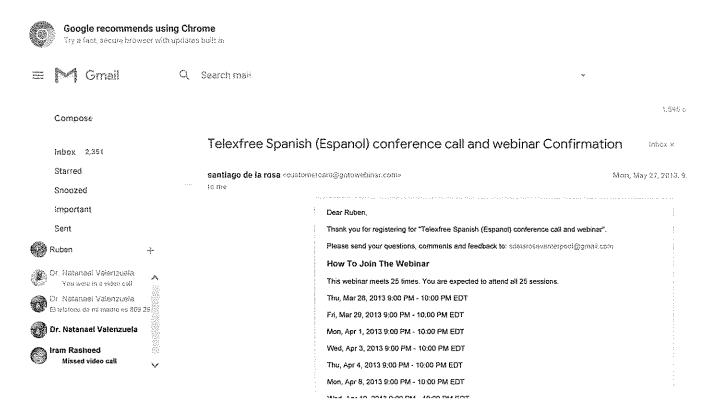
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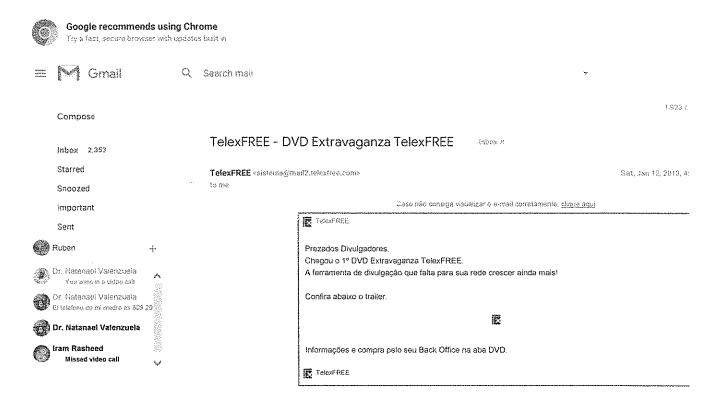
#### NOTICE OF OVERBOOKING OF FLIGHTS

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# Telexfree Spanish (Espanol) conference call and webinar Confirmation -rubennievesic@ Page 1 of 2 Case 14-40987 Doc 3236-3 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc 1 of 2 Exhibit Nieves attachment 2 of 3 Page 20 of 68



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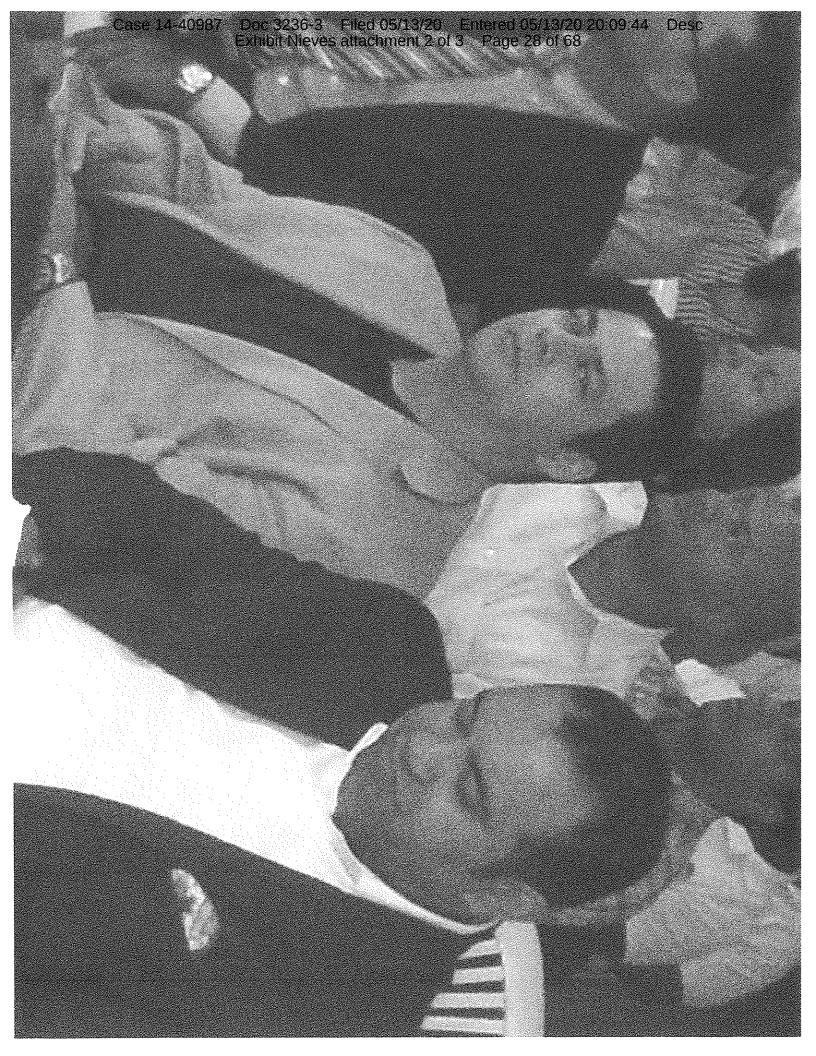


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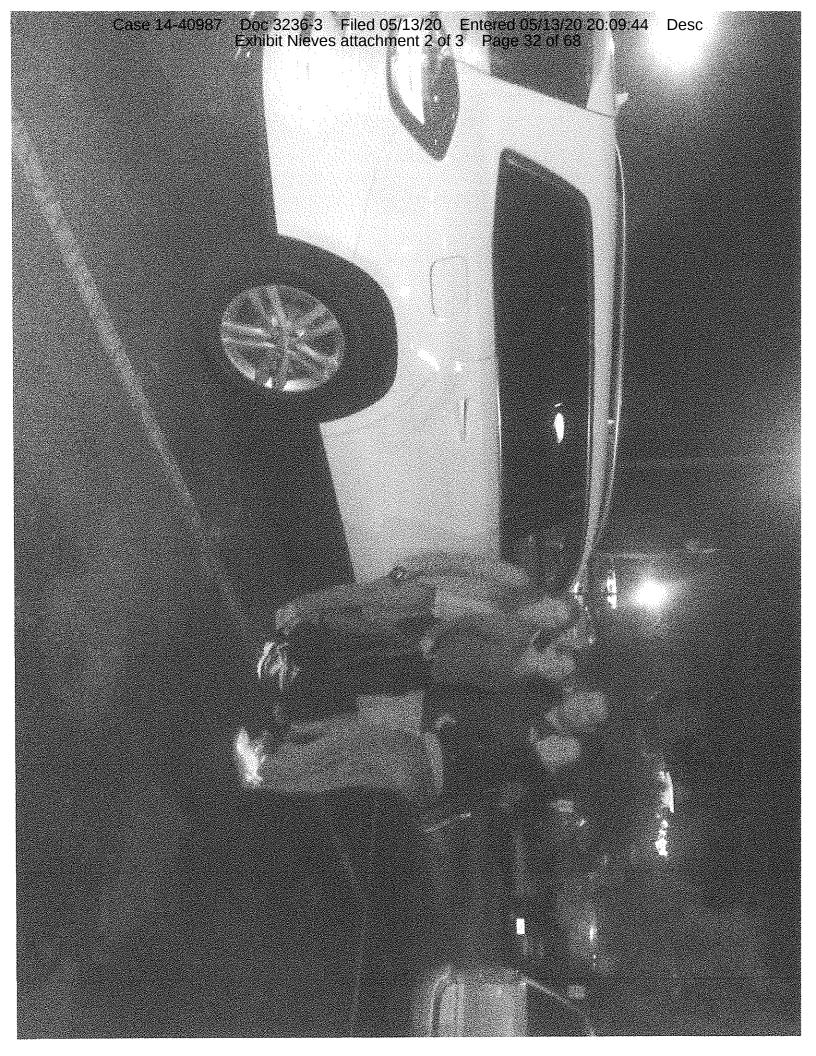








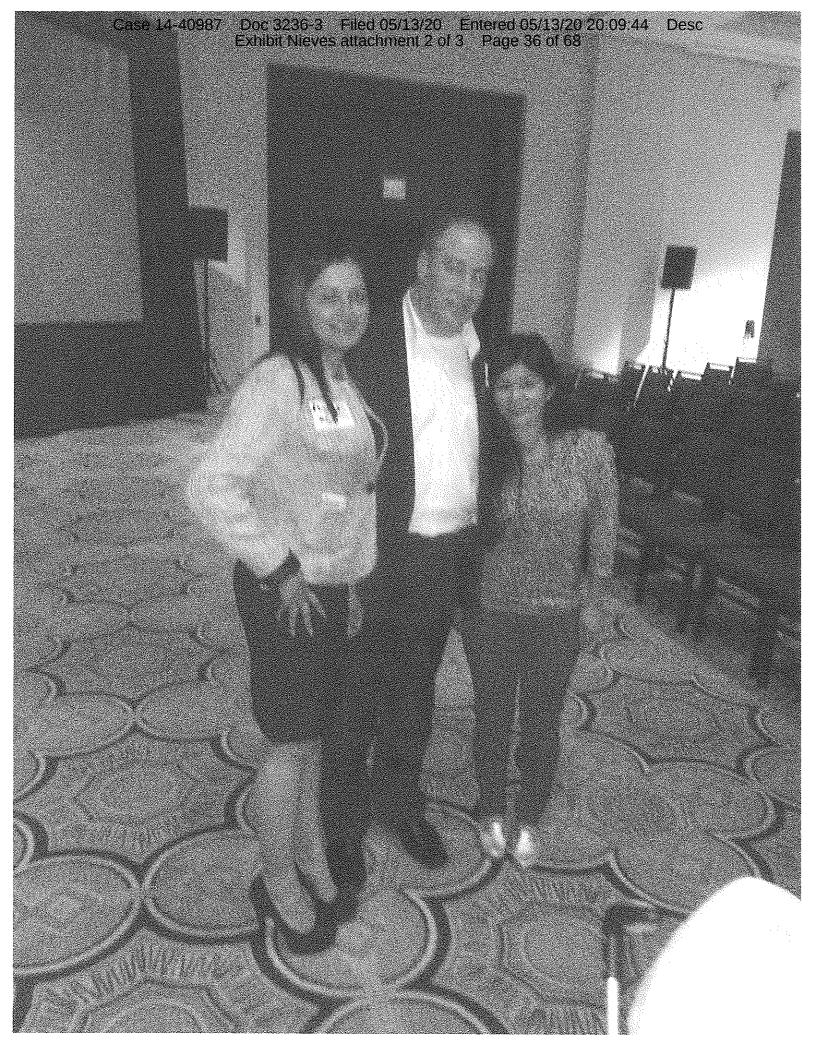
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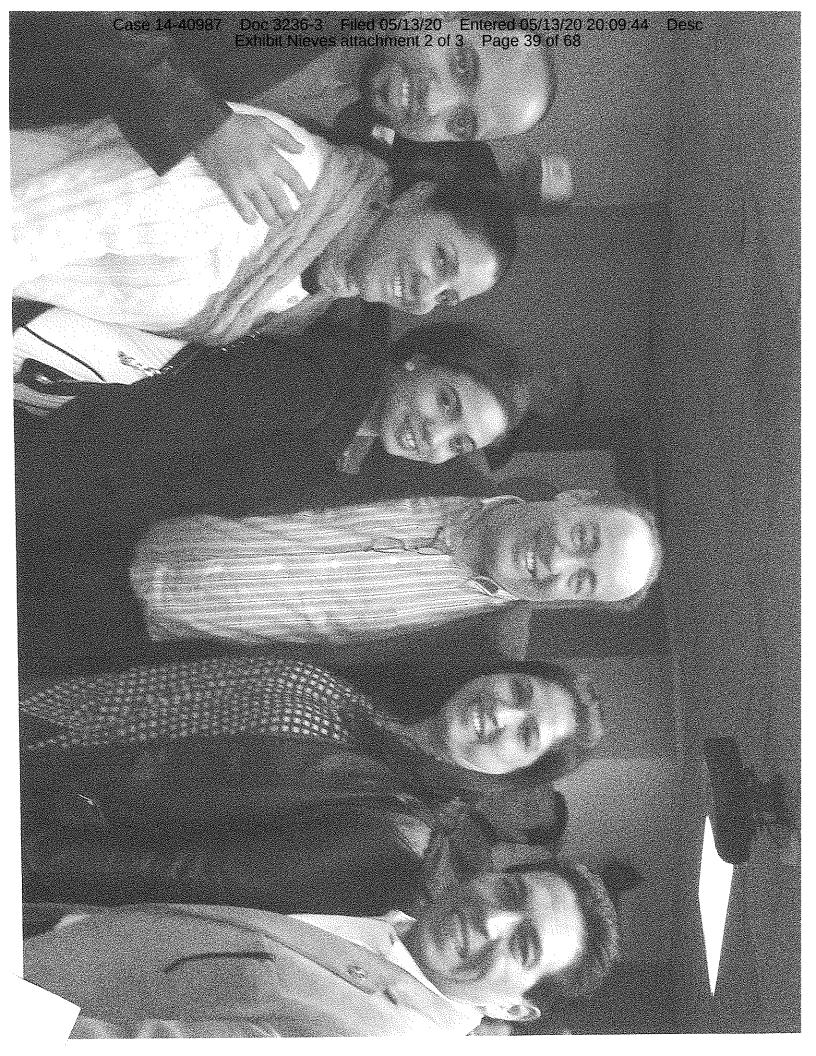


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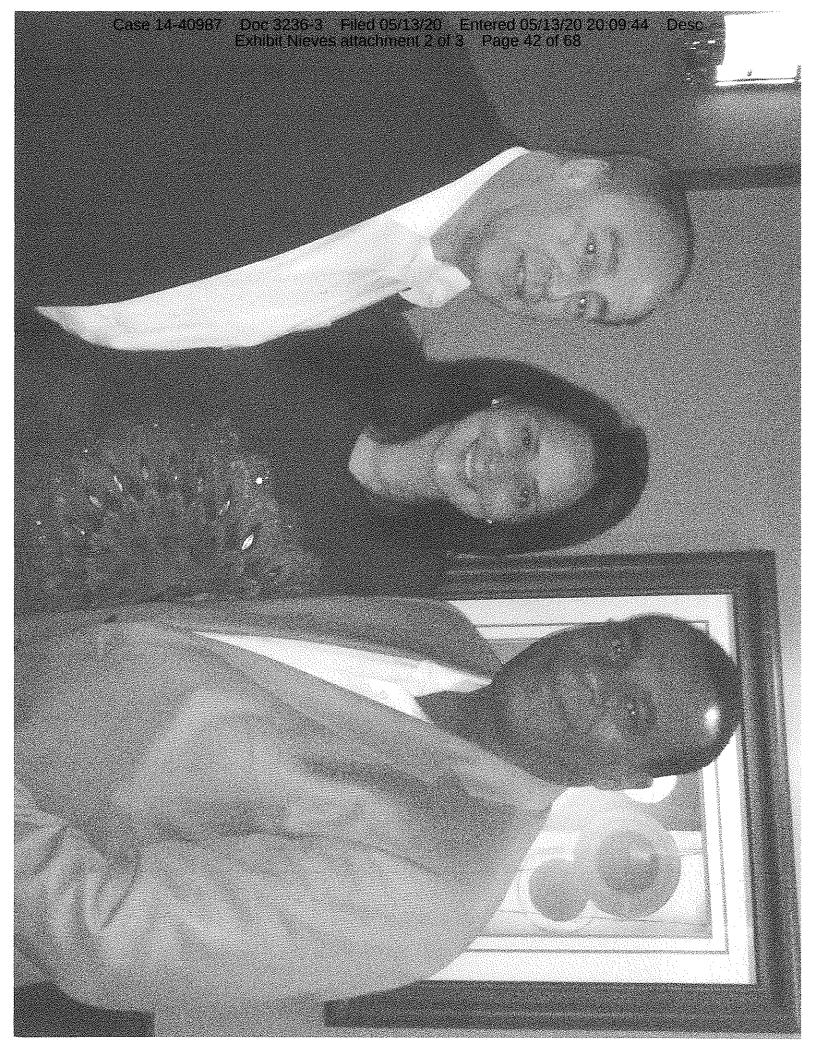














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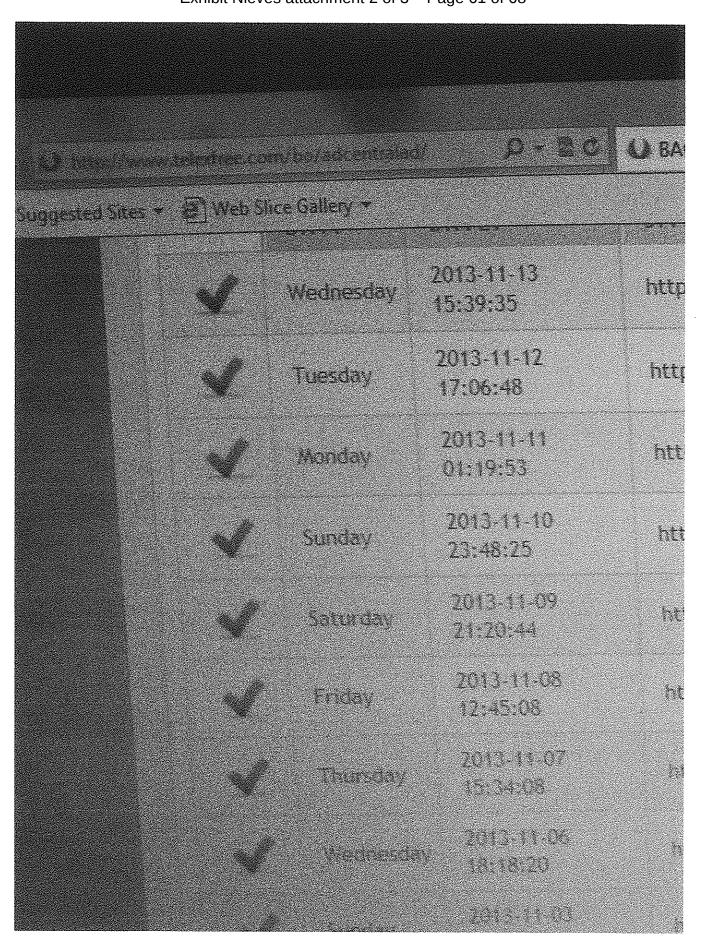
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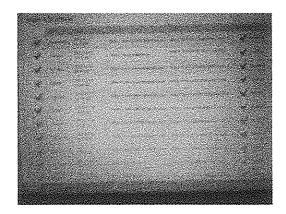
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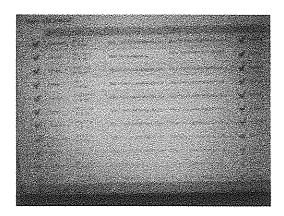


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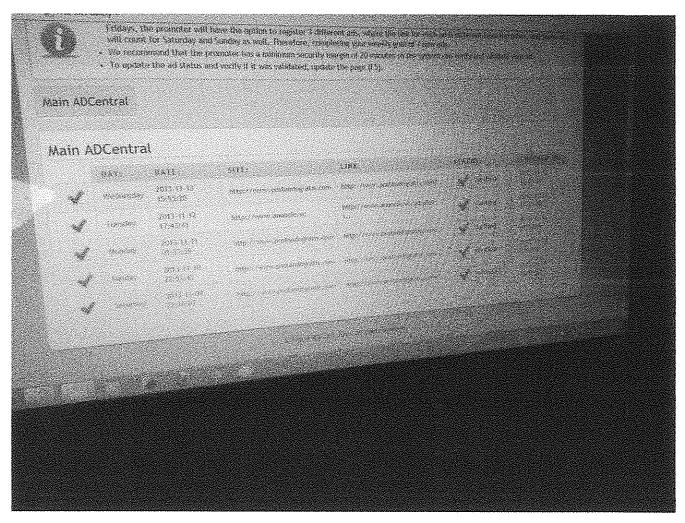
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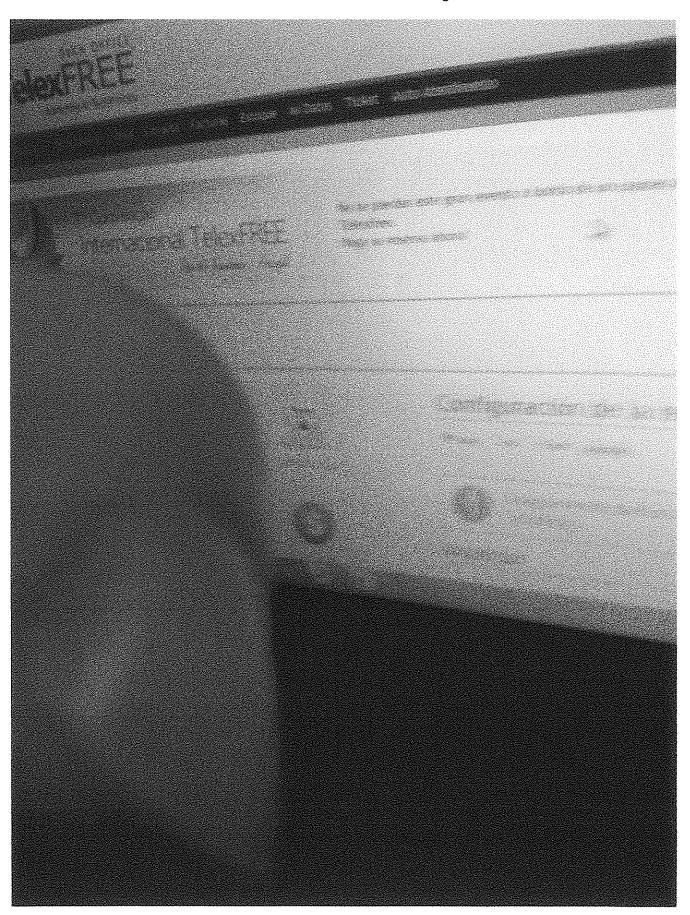


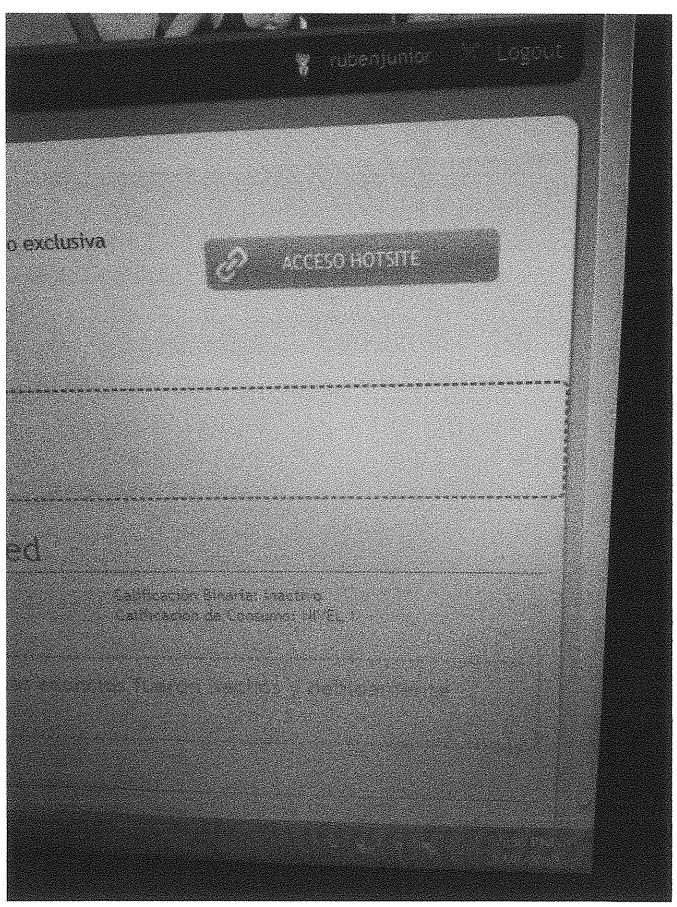
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## EXHIBIT 3

# Case 14-40987 Doc 3236-4 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Exhibit Nieves attachment 3 of 3 Page 2 of 2

| Bank of Am | erica     |             |
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| 18-Jan-14  | 14-Feb-14 | \$3,536.07  |
| 15-Feb-14  | 18-Mar-14 | \$1,688.08  |
| 19-Mar-14  | 17-Apr-14 | \$458.52    |
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| 17-May-14  | 17-Jun-14 | \$315.67    |
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Case 14-40987 Doc 3236-5 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Affidavit Joseph Zagarella Page 1 of 3

### AFFIDAVIT

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|    | 8. I received payments from TELEX in the amounts of \$ Telex 5/11 on our on our  |
|    | (Name) on or about(Date).  |
|    | 7. Then I invested another \$ which I paid to  |
|    | Telex).  |
|    | whatever proof of funds paid you have or other related documents to show monies were paid to   |
|    | 6. I paid these sums and next I received the following attached from Telex. (Attach to affidavit   |
|    | that have anything to do with Telex.   |
|    | 5. I attach a copy of the record of the withdrawal of those funds and/or all other records I have  |
|    | bank), being account number ending in(Last 4 numbers).   |
|    | 4. The money came from my bank account located at Company (name of CPO) (name of   |
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|    | 3. S/he convinced me to invest \$ which I paid to her/him on or about  |
|    | (Name) of MelROSE MA (Address). He's a client of you   |
|    | 2. I first became interested in becoming an investor after talking to DAND HELETT  |
|    | Toseph The Applied The  1. I Beaning Transfly of 1761 Statem St (Address) am an investor in Telex-Free.  Voicing Andrew Mittelline  1. I Beaning Tosephila The  1. I Beani |
|    | 1. I Beaning Taggarda of 161 JAPA ST (Address) am an   |
|    | VOSERY ZNOPPHIA  |

| 9. Here is what else I did (Personal Statement- attach additional pages if needed):              |       |
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| DAVID HACKETT INTRODUCED Me HAD My   |       |
| Frondy to INVEST IN Acles I WAS  |       |
| TOLD IT WAS DONG WELL AND WOULD  |       |
| BE AN Eyeckent Mestant From  |       |
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| NUSBURN MA.  |       |
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| to show graff yet there besolved No Access to AND ONLINE TRANS                                   | 7     |
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Case 14-40987 Doc 3236-5 Filed 05/13/20 Entered 05/13/20 20:09:44 Deset Affidavit Joseph Zagarella Page 3 of 3

| 10. Therefore, I am a "net loser" in the sum of \$ | and pray that my |
|--|------------------|
| proof of claim in that amount be allowed.          |                  |
| Signed under the penalties of perjury              | ate)             |

4// /s/\_\_\_\_\_(Signature)

Brandon Jagarelle Sonnette l'oscare

### **AFFIDAVIT**

| 1. I JOE WASK OF 1 Ellsmere Ave (Address) am an SALEM NH 03079  |
|---|
| investor in Telex-Free.   |
| 2. I first became interested in becoming an investor after talking to ZAID Thweib (Name)  |
| of Stoneham MA (Address).   |
| 3. S/he convinced me to invest \$ 16,000 which I paid to her/him on or about  |
| OET 2013 (date) in cash/check (circle what method of payment you  |
| used).  |
| 4. The money came from my bank account located at SANTANDER (name of  |
| bank), being account number ending in (last 4 numbers ONLY).  |
| 5. I attach a copy of the record of the withdrawal of those funds and/or all other records I have   |
| that have anything to do with Telex.  |
| 6. I paid these sums and next I received the following attached from Telex. (Attach to affidavit  |
| whatever proof of funds paid you have or other related documents to show monies were paid to  |
| Telex).   |
| 7. Then I invested another \$ 29,040 = which I paid to UNKNUWN Person (Name)  Money WAS HANDED TO ZAID There on or about JAN 2014 (Date). |
| on or about JAN 2014 . (Date).  |
| 8. I received payments from TELEX in the amounts of \$ on   |
| (dates), which I deposited to my account at the   |
| (Name of Bank) on(dates). I   |
| attach records.   |

# Case 14-40987 Doc 3236-6 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Affidavit Joseph Nasr Page 2 of 11

| To the  | Bes | st of | My  | Knowledge<br>040- | And |
|---------|-----|-------|-----|-------------------|-----|
| memony, | I   | LOST  | 45, | 040-              |     |
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| 181     |     |       |     |                   | 8   |
|         |     |       |     |                   |     |
|         |     |       |     |                   |     |

- 10. I am disputing the transaction(s) and/or user account(s) activity attributed to me by the TelexFree books and records.
- 11. I request some brief additional time to take discovery from Telex and to examine their records of any alleged income.
- 12. The claimant says that the way and manner Telex kept records was not true and accurate and that the information that the Plaintiff, Darr, is relying on is not true or accurate either. The methods used by the Trustee in determining the amount owed to the claimant is flawed and requires an evidentiary hearing.
- 13. Therefore, I am a "net loser" in the sum of \$ \( \frac{\psi\_0 \psi\_0}{\psi\_0} \) and pray that my proof of claim in that amount be allowed.
- 14. I request a hearing and full trial on the merits of this matter so that I can prove the payments I made and the loss I suffered.

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Case 14-40987 Doc 3236-6 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Affidavit Joseph Nasr Page 4 of 11

| Signed under the penalties of p | periury 5/ | 13/ | 20 | (date) |
|---------------------------------|------------|-----|----|--------|
|                                 |            |     |    |        |

(Signature)



JOE NASR < jnasr79@gmail.com>

### eWallet Registration

2 messages

eWallet Support <telexfree@globalewallet.com>

Mon, Nov 25, 2013 at 11:07 PM

To: jnasr79@gmail.com

To ensure delivery, add telexfree@globalewallet.com to your address book.

### **TelexFREE**

Monday, November 25, 2013

Dear joe nasr [jnasr],

Congratulations! Your eWallet signup is almost complete. In order to activate your account, you must click the link provided below:

https://telexfree.globalewallet.com/public/ActivateAccount.aspx?user=fccf7b44-73ee-471c-b2a3-52b381bb4d6e

User name: jnasr Password: 5T1S3PG

NOTE: your password is case sensitive.

For your protection please change this password once you login.

Once you have activated your account, you will be able to utilize the full suite of eWallet features.

If you require assistance, please visit our support center at https://telexfree.globalewallet.com.

PLEASE DO NOT REPLY TO THIS EMAIL

Thank you,
The Team at eWallet
https://telexfree.globalewallet.com

eWallet | Login | Contact Us

#### IMPORTANT INFORMATION

This e-mail was sent to jnasr79@gmail.com.

You are receiving this e-mail because you have chosen to receive e-mail reminders about your eWallet account.

Please Login to update your e-mail address or view your account e-mail preferences.

If you have any questions about your eWallet account, please Contact Us and we will be happy to assist you.

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United States Bankruptcy Court District of Massachusetts
Case No. 14-40987-MSH, 14-40988-MSH, 14-40989-MSH

Claim Information for TelexFree Claim Num er: 127735

Name of Creditor: joseph nasr Date Claim Filed: 07 March, 2017

Name and address where information should be sent Name and address where payment should be sent

joe nasr 1 ellsmere ave salem, NH United States of America (USA) 03079 jnasr79@gmail.com 6032359319 joe nasr 1 ellsmere ave salem, NH United States of America (USA) 03079 jnasr79@gmail.com 6032359319

SAY There RECONN

Information Declared as True and Correct:

| User Account Logins | Net Equity<br>per TelexFree | Transaction<br>Adjustments<br>by Participant | Additional<br>(Disputed)<br>Claim Amount | Amount of<br>Claim<br>as of<br>Date Case<br>Filed |
|---------------------|-----------------------------|--|--|---|
| claudh              | \$ 1,425.00                 | \$ 0.00                                      | \$ 0.00                                  | \$ 1,425.00                                       |
| claudh1             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| claudh2             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| claudh3             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasr               | -58,796.40                  | 0.00   | 0.00                                     | -58,796.40  |
| jnasr1              | 926.00                      | 0.00   | 0.00                                     | 926.00  |
| jnasr10             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasr2              | 826.20                      | 0.00   | 0.00                                     | 826.20  |
| jnasr3              | 496.30                      | 0.00   | 0.00                                     | 496.30  |
| jnasr4              | 826.20                      | 0.00   | 0.00                                     | 826.20  |
| jnasr5              | 826.20                      | 0.00   | 0.00                                     | 826.20  |
| jnasr6              | 1,175.50                    | 0.00   | 0.00                                     | 1,175.50  |
| jnasr7              | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasr8              | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasr9              | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasra              | -321.50                     | 0.00   | 0.00                                     | -321.50   |
| jnasra1             | 1,225.40                    | 0.00   | 0.00                                     | 1,225.40  |
| jnasra10            | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasra2             | 1,225.40                    | 0.00   | 0.00                                     | 1,225.40  |
| jnasra3             | 1,225.40                    | 0.00   | 0.00                                     | 1,225.40  |
| jnasra4             | 1,225.40                    | 0.00   | 0.00                                     | 1,225.40  |
| jnasra5             | 1,275.30                    | 0.00   | 0.00                                     | 1,275.30  |
| jnasra6             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasra7             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasra8             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasra9             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasrb              | -171.80                     | 0.00   | 0.00                                     | -171.80   |
| jnasrb1             | 1,225.40                    | 0.00   | 0.00                                     | 1,225.40  |
| jnasrb10            | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00  |
| jnasrb2             | 1,225.40                    | 0.00   | 0.00                                     | 1,225.40  |
| jnasrb3             | 1,275.30                    | 0.00   | 0.00                                     | 1,275.30  |
| jnasrb4             | 1,225.40                    | 0.00   | 0.00                                     | 1,225.40  |

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| User Account Logins | Net Equity<br>per TelexFree | Transaction<br>Adjustments<br>by Participant | Additional<br>(Disputed)<br>Claim Amount | Amount of Claim as of Date Case Filed |
|---------------------|-----------------------------|--|--|---------------------------------------|
| jnasrb5             | \$ 1,225.40                 | \$ 0.00                                      | \$ 0.00                                  | \$ 1,225.40                           |
| jnasrb6             | 1,375.10                    | 0.00   | 0.00                                     | 1,375.10                              |
| jnasrb7             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00                              |
| jnasrb8             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00                              |
| jnasrb9             | 1,425.00                    | 0.00   | 0.00                                     | 1,425.00                              |
| jnasrd              | 339.60                      | 0.00   | 0.00                                     | 339.60                                |
| jnasre              | 339.60                      | 0.00   | 0.00                                     | 339.60                                |
| Total               | \$ -15,580.20               | \$ 0.00                                      | \$ 0.00                                  | \$ -15,580.20                         |

Amount of Claim Submitted: \$ -15,580.20

### **Documents Uploaded**

| File Name               | Description    |
|-------------------------|----------------|
| Please print a copy for | r vour records |

www.telexfreeclaims.com



BUSINESS CHECKING

Account 3214

Balances

Beginning Balance Ending Balance
Deposits/Credits Average Daily Balance
Withdrawals/Debits

Checks Posted
Check # Date Paid Amount Reference

1 Check(s) Posted = \$400.00





Statement Period 01/01/14 TO 01/31/14 Primary Account # 63214

For your convenience our Business Customer Contact Center is available Monday through Friday, 8:00 am to 6:00 pm. and Saturday, 8:00 am to 5:00 pm. Call us at 1-877-768-1145. www.santanderbank.com

7031

JOSEPH H NASR 1 FILSMERF AVE **SALEM NH 03079-2313** 

#### IMPORTANT INFORMATION REGARDING ADDITIONAL WAYS TO AVOID THE MONTHLY FEE ON YOUR BUSINESS CHECKING ACCOUNT

Starting January 2014, Santander Bank will offer you two new ways to avoid the monthly fee on your Business Checking Account.

In addition to the current ways to avoid your account's monthly fee, you can now also avoid the fee by having at least one Santander Merchant Services payment deposited into the account during your service fee period, or use \$50 or more cash management services in the prior service fee period.

To sign up for Santander Merchant Services or any of our Cash Management services, or if you have questions on your account, visit your local Santander branch or call our Business Customer Contact Center at 1.877.768.1145.

## Low rates on business lines and loans.

## That's getting down to business.

#### For a limited time only:

A Santander Business Term Loan, with an introductory promotional rate of 0.00% for the first 3 months", is a great instrument for covering fixed expenses like equipment purchases, office expansion or renovation.

Santander Business Lines of Credit, with rates as low as Santander Bank's Prime Rate MINUS 1.00% for the first 6 months", could be used for anything from building inventory to paying off high-interest business credit card balances.



Financing is available to qualified business applicants with annual revenues up to 53 million only. To apply for these offers for business credit with Santander Bank, N.A. ("Santander Bank"), a signed and completed application, and any other information Santander Bank may request, must be received by Santander Bank by March 31, 2014, before a decision can be rendered. All terms, offers, and rates are subject to the underwriting and credit rules, policies, guidelines, and criteria of Santander Bank, which are determined by Santander Bank in its sole discretion and are subject to change at any time without prior notice. underwriting and creat rules, policies, guiceanes, and criteria or Santander bank miss derived time, on business term loans between stococo and sococo, approved term loan applicants will receive a promotional introductory fixed interest rate of o.oos, for the first three months following the date of the term loan closing. This promotional rate cannot be combined with any other rate discounts. This offer is not available for business term loans (i) that were applied for prior to or are in existence as of January 4th, 2on., or (ii) that would require a guarantee from the U.S. Small Business Administration. After the three month promotional period has ended, the interest rate will be based on a fixed rate set forth in the document your business will sign evidencing the term loan credit facility. The applicable put not limited to the promotional fixed rate for business term loans, is at all times subject to the terms and conditions of the loan documents. Completed and signed application must be received by Santander Bank by 3/31/2o14.

at all times subject to the terms and conditions of the loan documents. Completed and signed application must be received by Santander Bank by 3/3/2004.

\*\*For a limited time, on business lines of credit between sub-ook and associated applicants will receive, based on receil tworthiness, a promotional introductory variable interest rate of either Santander Bank's Prime Rate - 1.00% or Santander Bank's Prime Rate is 3.25% as of 12/10/20/3. This offer is not available for business lines of credit (i) that were applied for prior to or are in existence as of January 4th, 2014, or (ii) that would require a guarantee from the U.S. Small Business Administration, Beginning on the 6 month anniversary date of the closing of the credit facility, the interest rate for all continuing business lines of credit under this promotion will be based on Santander Bank's Prime Rate plus a margin set forth in the document your business will be receit facility. The applicable rates, including but not limited to the promotional rates for business lines of credit, are at all times subject to the terms and conditions of the line of credit documents. Completed and signed application must be received by Santander Bank by 3/3/2014.

Santander Bank, N.A. is a Member FDIC and a wholly owned subsidiary of Banco Santander, S.A. © 2013 Santander Bank, N.A. | Santander and its logo are registered trademarks, and "a bank for your ideas" is a service mark, of Banco Santander, S.A. or its affiliates or subsidiaries in the United States and other countries.







Statement Period 10/01/13 TO 10/31/13 Primary Account #: 3214

For your convenience our Business Customer Contact Center is available Monday through Friday, 8:00 am to 6:00 pm. and Saturday, 8:00 am to 5:00 pm. Call us at 1-877-768-1145. www.santanderbank.com

JOSEPH H NASR 1 ELLSMERE AVE SALEM NH 03079-2313

7031

## **Picture the Possibilities**

Apply for a Business Line of Credit with a rate as low as Prime + 0.00%\* for the first 12 months.

Stop by your local branch to speak with a small business representative or call 1.877.768.1145.

Financing is available to qualified business applicants only. To apply for business credit with Santander Bank, N.A. ("Santander Bank"), a signed and completed application, and any other information Santander Bank may request as part of the application process, must be received by Santander Bank before a credit decision can be rendered. All terms, offers, and rates in this advertisement are subject to the underwriting and credit rules, policies, guidelines, and criteria of Santander Bank, which are determined by Santander Bank in its sole discretion and are subject to change at any time without notice, and are only available for business customers with annual revenues up to but not exceeding

For a limited time and depending on credit worthiness, on business lines of credit between \$10,000 and \$500,000, approved applicants will receive a promotional introductory variable interest rate for 12 months following the date of the closing of the loan of either Santander Bank's Prime Rate + 0.00% or Santander Bank's Prime Rate + 2.00%. "Prime" or "Prime Rate" means a variable per annum rate of interest selected by Santander Bank from time to time as its Prime Rate, which is subject to change without prior notice and may not be the lowest or most favorable rate of interest offered by Santander Bank. This offer is not available for business lines of credit (i) that were applied for prior to or are in existence as of September 14th, 2013, or (ii) that would require a guarantee from the U.S. Small Business Administration. Santander Bank's Prime rate is 3.25% as of 09/09/2013. Beginning on the first 12 month anniversary date of the closing of the credit facility, the interest rate for all continuing business lines of credit under this promotion will be based on Santander Bank's Prime Rate plus a margin set forth in the document your business will sign evidencing the credit facility. The applicable rate, including but not limited to the promotional introductory discounted rate, is at all times subject to the terms and conditions of the loan documents. "Business" lines of credit in this advertisement refers to lines of credit extended to business that Santander Bank, classifies as small business, which are businesses having up to but not exceeding \$3 million in annual revenue. Offer expires December 13th 2013.

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#### **BUSINESS CHECKING** Statement Period 10/01/13 - 10/31/13 Account # 3214 **Balances** Beginning Balance **Ending Balance** Deposits/Credits Average Daily Balance Withdrawals/Debits **Checks Posted** Check # **Date Paid** Reference Amount Check # **Date Paid** Amount Reference





pagestof-3

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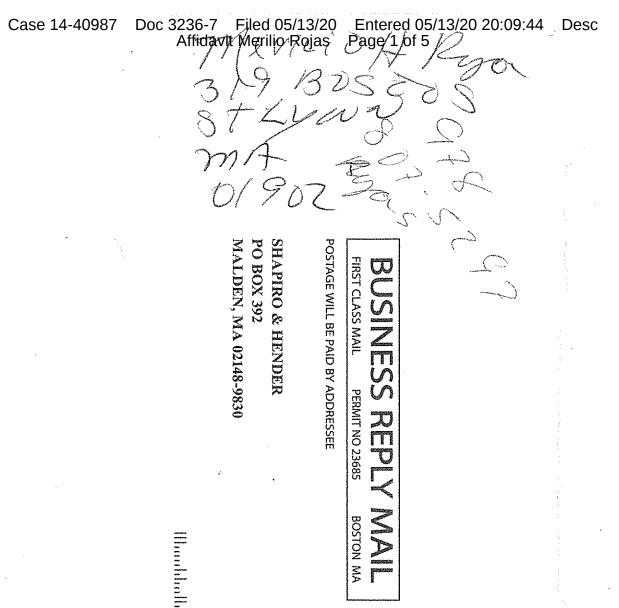
2 Check(s) Posted = \$2,049.64

SEPPER TO SEP

**Account Activity** Debits Credits Balance Date Description \$3,503.81 10-01 Beginning Balance \$383.90 \$16,000.00 10-10 WITHDRAWA

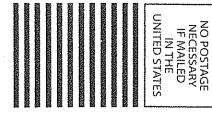
IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS
CALL OUR BUSINESS CUSTOMER CONTACT CENTER AT 1-877-768-1145 OR WRITE TO THE BANK
ATTN: BUSINESS CUSTOMER CONTACT CENTER
Santander Way RI1 EPV 02 23
East Providence, RI 02915

Please contact us if you think your statement or receipt is wrong or if you need additional information about a transfer on the statement or receipt. We must hear from you no later than 30 days after we sent you the FIRST statement on which the error appeared.



AMERICAN

AMERIC



## AFFIDAVIT

| 1. I Merilio H. Rojas  | of 1319 Boston St Ly                         | marth (Address) am a        | n        |
|--|--|-----------------------------|----------|
| investor in Telex-Free.  | · ***  | 91903                       |          |
| 2. I first became interested in becomin of $\frac{1}{\sqrt{1648}}$ | g an investor after talking to $\frac{<}{C}$ | Santiago Q la Rosa (Na      | me)      |
| 3. S/he convinced me to invest \$/                                 | 300 .00 which I paid to                      | her/him on or about         |          |
| do Not Remember dak  | _ (date) in cash/check (circle wl            | nat method of payment y     | ou       |
| used).   |  |                             |          |
| 4. The money came from my bank acc                                 | ount located at                              | (name (                     | of       |
| bank), being account number ending in                              | nN/N   | (last 4 numbers ONLY).      |          |
| 5. I attach a copy of the record of the v                          | vithdrawal of those funds and/o              | or all other records I have | <b>;</b> |
| that have anything to do with Telex.                               |  |                             |          |
| 6. I paid these sums and next I receive                            | d the following attached from                | Telex. (Attach to affidavi  | it       |
| whatever proof of funds paid you have                              | or other related documents to                | show monies were paid       | to       |
| Telex).  |  |                             |          |
| 7. Then I invested another \$                                      | which I paid to                              | (Nar                        | ne)      |
| on or about(Da   | .te).  |                             |          |
| 8. I received payments from TELEX is                               | n the amounts of \$                          |                             | on       |
|  | (dates), which I deposite                    | ed to my account at the     |          |
| (Name  | of Bank) on                                  | (dates)                     | . I      |
| attach records   |  |                             |          |

# Case 14-40987 Doc 3236-7 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Affidavit Merilio Rojas Page 3 of 5

| 9. Here is what else I did (Personal Statement- attach additional pages if needed):  |
|--|
| I do not have records because everything was done through an virtual office. I remember agoing Groven; the initial amount and they took are of the rest from thee though the internet as |
| giving Groveni the initial amount and they took are  |
| of the vest from thee though the interest as   |
| re-investment.   |
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- 10. I am disputing the transaction(s) and/or user account(s) activity attributed to me by the TelexFree books and records.
- 11. I request some brief additional time to take discovery from Telex and to examine their records of any alleged income.
- 12. The claimant says that the way and manner Telex kept records was not true and accurate and that the information that the Plaintiff, Darr, is relying on is not true or accurate either. The methods used by the Trustee in determining the amount owed to the claimant is flawed and requires an evidentiary hearing.
- 13. Therefore, I am a "net loser" in the sum of  $\frac{10,000}{1000}$  and pray that my proof of claim in that amount be allowed.
- 14. I request a hearing and full trial on the merits of this matter so that I can prove the payments I made and the loss I suffered.

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Signed under the penalties of perjury Hay 13, 2020 (date)

And the second s

PHOTO-2020-04-21-11-30-07.jpg Case 14-40987 Doc 3236-8 Filed 05/13/20 Entered 05/13/20 20:09:44 Desc Samir Laqtib . dispute with bank Page 1 of 1

