

Filing # 122925636 E-Filed 03/11/2021 12:55:37 PM

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CASE NO.:

BLUE CLOVER FINANCIAL, LLC

Plaintiff,

vs.

WILLIAM BENSON, individually and  
B and E HOLDINGS. LLC

Defendants.

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COMPLAINT FOR DAMAGES

COMES NOW BLUE CLOVER FINANCIAL, LLC ("Plaintiff") and sues WILLIAM BENSON, individually ("BENSON") and B and E HOLDINGS, LLC ("B & E") (collectively "Defendants") and alleges as follows:

1. This is a cause of action that exceeds \$30,000.00 exclusive of costs, interest and attorney's fees.
2. Plaintiff is an active limited liability company organized pursuant to the laws of the State of Florida.
3. Upon information and belief, Defendant, BENSON, is a resident of the States of Florida and or New York.
4. Upon information and belief, Defendant, B & E is a Delaware with an office located at 2700 S. University Drive, Unit #203, Miramar, Florida 33025.
5. Plaintiff has performed all conditions precedent to bringing this action or same have been waived by Defendants.

6. Plaintiff has hired undersigned counsel to represent it in this action and is obligated to pay him a reasonable fee for his services.

**JURISDICTION AND VENUE**

7. Jurisdiction is proper in Florida because of the following:

a. Defendant, BENSON, is or was a resident of Florida at the time he committed the wrongful acts complained of in this lawsuit.

b. Defendant, BENSON committed civil theft in the State of Florida.

c. Defendant, BENSON, committed fraud in the state of Florida.

d. Defendant, BENSON, agreed the courts of the State of Florida have personal jurisdiction over him.

e. Defendant, B & E has an office in Florida and engages in continuous and systematic business in the State of Florida.

f. Defendant, B & E, agreed the courts of the State of Florida have personal jurisdiction over it.

8. Venue is proper in Palm Beach County because Plaintiff is located in Palm Beach County.

**FACTS COMMON TO ALL ALLEGATIONS**

9. Plaintiff is in the business of brokering loans and raising capital for its clients.

10 Sometime prior to May, 2018 Mr. Anthony Ricciardo ("Ricciardo"), managing member of Plaintiff, met Defendant, BENSON.

11. Initially, Defendant, BENSON, held himself out as a wealthy businessman and the owner of Billionaires Row Champagne.

12. About a year later, Ricciardo was reintroduced to Defendant, BENSON, who at that time held himself out as a wealthy banker and part owner of Dominion Bank & Trust Co., Ltd. ("Dominion").

13. Defendant, BENSON, told Ricciardo he could assist him in raising capital for Plaintiff.

14. Defendant, BENSON, instructed Ricciardo to meet him at a restaurant in Long Island, New York to further discuss business.

15. Ricciardo, believing Defendant, BENSON, would be able to assist Plaintiff in raising capital, met, Defendant, BENSON, at a restaurant in Long Island.

16. During their business meeting, Defendant, BENSON, once again portrayed himself as a wealthy banker and part owner of Dominion.

17. Defendant, BENSON, told Ricciardo for a fee, he could get Plaintiff Stand By Letters of Credit ("SBLC") which could be utilized and monetized by Plaintiff to raise capital for its clients with the help of Benson.

18. Defendant, BENSON, convinced Ricciardo Plaintiff would have to open up an account at Dominion for at least fifty Thousand Dollars (\$50,000.00) in order for Benson to get him a viable SBLC.

19. Defendant, BENSON, then told Ricciardo if he paid him Three Thousand Dollars (\$3,000.00) he would waive the deposit requirement.

20. Upon instructions from Defendant, BENSON, Ricciardo, deposited \$3,000.00 into an account in the name of Defendant, B & E.

21. From approximately May 25, 2018 through August 1, 2018, Ricciardo gave the Defendants a total of \$22,500.00 for a viable SBLC to be utilized by Plaintiff.

22. Despite his promises, Defendant, BENSON, never opened up an account for Plaintiff at Dominion and never supplied a viable SBLC for the Plaintiff.

23. Ricciardo was ultimately able to get Wells Fargo to reverse one of the wire transfers to Defendant, B & E in the amount of \$3,000.00.

24. Upon conducting an investigation into Defendant, BENSON, Ricciardo discovered BENSON was neither a banker, nor a part owner of Dominion.

25. Additionally, Ricciardo learned Defendant, BENSON, did not have the ability to provide Plaintiff with a viable SBLC.

#### **COUNT I – FRAUD IN THE INDIUCMENT**

Plaintiff realleges and reavers paragraphs 1 – 25 as if fully set forth herein.

26. Defendant, BENSON, made false statements to Ricciardo about being a wealthy businessman, banker and a part owner of Dominion.

27. Defendant, BENSON, intentionally made these statements to Ricciardo because he knew Plaintiff needed to raise capital for its clients.

28. Defendant, BENSON, also made false statements to Ricciardo about his ability to provide Plaintiff with a viable SBLC in order to induce Ricciardo and Plaintiff to give him money.

29. Ricciardo, relied on Defendant's, BENSON, false statements and, in fact, gave Defendants a total of \$22,500.00.

30. As a result of the false statements made by Defendant, BENSON, to Ricciardo, Plaintiff has been damaged.

WHEREFORE, Plaintiff prays this honorable court enter a judgment against the Defendants for damages, plus costs, interest and any other relief deemed just and proper under the circumstances.

**COUNT II – UNJUST ENRICHMENT**

Plaintiff realleges and reavers paragraphs 1 -25 as if fully set forth herein.

31. Through trick and artifice, Plaintiff conferred a benefit upon the Defendants in the amount of \$19,500.00.

32. Defendants are full aware Plaintiff conferred a benefit upon them in the amount of \$19,500.00.

33. Under the circumstances, it would be manifestly unfair and unjust if the Defendants are allowed to retain the benefit of the \$19,500.00 conferred upon them by Plaintiff.

WHEREFORE, Plaintiff prays this honorable court enter a judgment against the Defendants in the amount of \$19,500.00. plus costs, interest and any other relief deemed just and proper under the circumstances.

**COUNT III – CIVIL THEFT**

Plaintiff realleges and reavers paragraphs 1 -25 as if fully set forth herein.

34. This is an action for civil theft pursuant to F.S. 772.11.

35. Between May 25, 2018 and August 1, 2018 Defendant, BENSON, knowingly obtained or used, or endeavored to obtain or use, Plaintiff's property with "felonious intent" either temporarily or permanently, to deprive Plaintiff of its right to or benefit therefrom, the property or appropriate the property to the Defendants' own use or the use of any person not entitled to the property.

36. On November 19, 2020 Plaintiff emailed Defendant, BENSON, a formal written demand pursuant to F.S. 772.11 for the prompt return to Plaintiff of all amounts due and owing by means of payment. A true and correct copy of the letter is attached as Exhibit "A".

37. As of the date of the filing of this complaint, which is more than thirty (30) days after the date on which the written civil demand was served, Defendant, BENSON, has failed to return to the Plaintiff due and owing.

38. As a direct and proximate result of Defendant's, BENSON, actions, Plaintiff has suffered damage.

39. Pursuant to F.S. 772.11, Plaintiff is entitled to recover from Defendant, BENSON, three times the current monetary value in compensatory damages for which Defendant, Benson, would otherwise be liable.

40. Pursuant to F.S. 772.11, Plaintiff is entitled to recover from Defendant, BENSON, reasonable attorneys' fees Plaintiff has incurred in representing its interest in this proceeding.

WHEREFORE, Plaintiff prays this honorable court enter a judgment against Defendant, BENSON, in the amount of \$58,500.00, plus, costs, interest, attorney's fees, and any other relief deemed just and proper under the circumstances.

**COUNT IV – BREACH OF CONTRACT**

Plaintiff realleges and reavers paragraphs 1 -25 as if fully set forth herein.

41. On or about February 26, 2021, Plaintiff and Defendants entered into a settlement agreement. A copy of the settlement agreement is attached hereto as Exhibit "B".

42. Pursuant to the terms of the settlement agreement, Defendants were required to pay Plaintiff \$10,000.00 on March 1, 2021 and \$15,000.00 on March 8, 2021 for a total of \$25,000.00.

43. Defendants breached the settlement agreement by failing to pay Plaintiff any money, whatsoever.

44. As a result of Defendants' breach of the settlement agreement, Plaintiff has been damaged in the amount of \$25,000.00.

WHEREFORE, Plaintiff prays this honorable court enter a judgment against the Defendants in the amount of \$25,000, plus costs, interest, attorneys; fees, and any other relief deemed just and proper under the circumstances.

Date: March 10, 2021

Scott A. Mersky, Esq.  
[samerskypa@aol.com](mailto:samerskypa@aol.com)  
FBN: 977659  
Attorney for Plaintiff  
Law Offices of Scott A. Mersky, P.A.  
224 Datura Street, #307-309

West Palm Beach, Florida 33401  
Telephone: (561)837-9978

**NOT A CERTIFIED COPY**



**THE LAW OFFICES OF  
SCOTT A. MERSKY, P.A.**

The Guaranty Building  
120 South Olive Avenue, Suite #401  
West Palm Beach, Florida 33401

Phone: (561) 837-9978  
Fax: (561) 832-7137

November 19, 2020

Mr. William Benson  
Benson.William@gmail.com

**Re: CIVIL THEFT NOTICE AND DEMAND FOR DAMAGES**

Dear Mr. Benson:

Please be advised this office represents Blue Clover Financial, LLC ("BCF") and its managing member, Anthony Ricciardo ("Mr. Ricciardo").

Mr. Ricciardo advised me he originally met you in Miami several years ago. Approximately 1 ½ - 2 years later, Mr. Ricciardo was discussing BCF's need to raise capital with a business associate. Unfortunately for Mr. Ricciardo, this business associate referred him to you. You ultimately defrauded BCF and Mr. Ricciardo out of \$22,500.00. Mr. Ricciardo was somehow able to recover \$3,000.00 from his bank.

According to Mr. Ricciardo, you falsely held yourself out as an officer of Bank Dominion. You told Mr. Ricciardo you could assist him and BCF in raising capital by providing BCF with access to "Certificates of Deposit" as well as a viable SBLC (Stand By Letter of Credit) that could be used as collateral to obtain loans. In furtherance of your scheme, you had Mr. Ricciardo, a resident of Florida, personally meet with you in Long Island, New York. It is Mr. Ricciardo's belief you were never an officer of Bank Dominion, as you held yourself out to be. Even if you were, you never performed any services, whatsoever, for BCF and/or Mr. Ricciardo. All you did was take money from them under false pretenses.

I have had an opportunity to do some research on you. It appears that you are a serial fraudster. Had Mr. Ricciardo sought my advice prior to meeting with you, I would have strongly encouraged him to avoid doing business with you at all costs. Unfortunately for Mr. Ricciardo and BCF, they got entangled in one of your fraudulent schemes.



November 19, 2020  
William Benson  
Benson.William@gmail.com

Mr. Ricciardo told me he has repeatedly tried to get you to return the money you stole from him and BCF. Despite signing an agreement to pay them back in full, you have failed to do so.

Section 772.11 of the Florida Statutes permits BCF and/or Mr. Ricciardo to make a claim against you for triple the amount of the damages they sustained as a result of your fraudulent actions. Consequently, demand is hereby made that you remit the sum of **\$58,500.00** within thirty (30) days of your receipt of this letter. Your check should be made payable to the Law Offices of Scott A. Mersky, P.A., Trust Account and mailed to 120 South Olive Avenue, #401, West Palm Beach, Florida 33401. Be further advised your failure to timely tender this sum will result in BCF and/or Mr. Ricciardo filing a lawsuit against you for, among other things, civil theft, breach of contract, conversion and unjust enrichment.

Govern your actions accordingly.

Sincerely,

  
Scott A. Mersky

## SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered as of February 26, 2021 (the "Effective Date") by and among Blue Clover Financial, LLC, a Florida limited liability company ("Blue Clover"), Anthony Ricciardo ("Ricciardo" and together with Blue Clover, the "Blue Clover Parties"), B and E Holdings, LLC, a Delaware limited liability company ("B&E"), and William Benson ("Benson" and together with B&E, the "Benson Parties"). Blue Clover and Ricciardo are each referred to herein as a "Blue Clover Party." B&E and Benson are each referred to herein as a "Benson Party." Blue Clover, Ricciardo, B&E and Benson are each referred to herein, individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Blue Clover, B&E and Benson are parties to that certain Release Agreement dated as of February 6, 2019 (the "Release Agreement") pursuant to which, upon execution, the Benson Parties agreed to pay a net amount of Seventeen Thousand Dollars (\$17,000.00) to settle a dispute with Blue Clover and Ricciardo arising from Ricciardo's claim that the Benson Parties breached certain contracts between the Parties that were entered into during the period from May 25, 2018 to August 1, 2018, as described in the Release Agreement (the "Fee Dispute"); and

WHEREAS, the Parties sought to settle any and all outstanding claims regarding the Fee Dispute and Release Agreement, by entering into a settlement agreement regarding the same on or around November 11, 2019 (the "Initial Settlement Agreement"); and

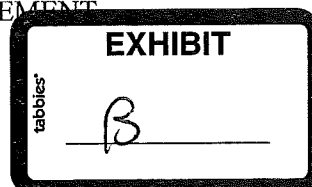
WHEREAS, subsequent to and separate from the Initial Settlement Agreement, on or around November 7, 2020, Benson caused Five Thousand Dollars (\$5,000.00) to be paid to ALR Consulting, LLC, an affiliate of the Blue Clover Parties, in exchange for an assignment of ownership of the website and domain name of www.williambensofraud.com (the "Assignment Fee"); and

WHEREAS, following the execution of the Release Agreement and the Initial Settlement Agreement, and the payment of the Assignment Fee, the Parties have disputed certain conduct, performance, and statements of the other Parties related to the Fee Dispute, the Initial Settlement Agreement and the Attempted Settlement and the performance of the Parties' various obligations thereunder, which dispute has resulted in purported harm, either economic and/or reputational, to certain Parties (the "Settlement Dispute" and, such Settlement Dispute together with the Fee Dispute, the "Dispute"); and

WHEREAS, for purposes of avoiding costly litigation and in order to reach an amicable resolution of the Dispute, the Parties desire to (i) supersede all prior agreements in their entirety with this Agreement and (ii) compromise and settle, in a formal manner, any and all actual or potential claims, known and unknown, that Parties may have with respect to the Dispute.

NOW, THEREFORE, in consideration of the promises, the performance of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, warrant, consent and agree as follows:

AGREEMENT



1. **ADOPTION OF RECITALS.** The Parties hereto adopt the above Recitals as being true and correct, and they are incorporated herein as material parts of this Agreement.

2. **SETTLEMENT TERMS.**

A. **Settlement Amount.** The Benson Parties shall pay to the Blue Clover Parties the total sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Settlement Amount") as provided in this Agreement. The Settlement Amount shall be paid as follows:

(i) On or before the close of business on March 1, 2021, the Benson Parties shall pay the sum of Ten Thousand Dollars (\$10,000.00) to the escrow account identified on Exhibit A which shall be maintained by the Law Offices of Scott A. Mersky, P.A. (the "Escrow Account") and overseen pursuant to the terms of this Agreement by Scott A. Mersky, Esq., as escrow agent (the "Escrow Agent"), who is also counsel to the Blue Clover Parties;

(ii) On or before March 8, 2021, the Benson Parties shall pay the sum of Fifteen Thousand Dollars (\$15,000.00) to the Escrow Account; and

(iii) No later than 72 hours following the satisfaction of the obligations of the Blue Clover Parties and the compliance with the covenants of the Blue Clover Parties, each as set forth in this Agreement, the Benson Parties shall provide written instructions to the Escrow Agent to release the Settlement Amount from the Escrow Account to the Blue Clover Parties. The Parties irrevocably acknowledge and agree that the Settlement Amount constitutes a settlement figure that is a reduction from the actual amount of disputed amounts claimed by Blue Clover but an increase from the actual amount owed from the Benson Parties' perspective.

B. **Conditions to the Release of Settlement Amount.** Upon receipt of funds delivered by the Benson Parties, the Escrow Agent will notify the Blue Clover Parties regarding such receipt. After confirmation from the Escrow Agent that the Settlement Amount has been placed into the Escrow Account, the Blue Clover Parties shall cause the following conditions to be satisfied and evidence of the same to be delivered to the Benson Parties:

(i) the Blue Clover Parties shall have removed all postings and content from www.williambensofraud.com, www.williambensoandfraud.com and any other website, social media and/or other format that any of the Blue Clover Parties or any of their affiliates have made or caused to be made, maintained or established, or which are under the direction or control of any Blue Clover Party, that disparage, or otherwise discuss or refer to, any of the Benson Parties or any of their affiliates. The Blue Clover Parties will initiate the non-reversible transfer of domain process thereby transferring all right, title and interest in and to all domain names (including the current registration thereof) referring to William Benson, including, without limitation, www.williambensofraud.com and www.williambensoandfraud.com to Benson and execute all documents, papers, forms, and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of such domain names to Benson and to enable Benson to register such domain names in Benson's name with Benson's designated domain name registry; and

(ii) near-simultaneous to the initiation of the non-reversible transfer of domain process described in Section 2B(i) of this Agreement, the Blue Clover Parties shall provide to Benson, via e-mail to Benson and Benson's counsel named in this Agreement, the login credentials (if any) to the additional websites and social media accounts set forth on Exhibit B attached hereto (the "Websites & Accounts") passing sole title in such Websites & Accounts to Benson for him to create his own login/registration and/or delete or otherwise maintain the Websites & Accounts and, for purposes of

the content set forth on [www.ripoffreport.com](http://www.ripoffreport.com), the requisite login information to access and modify the content thereon.

Within 72 hours of the full satisfaction of the conditions in Section 2B(i) and 2B(ii) to this Agreement by the Blue Clover Parties, Benson shall confirm that the conditions in Section 2B(i) and 2B(ii) have been completed and will provide written instructions to the Escrow Agent that the Settlement Amount held in the Escrow Account should be released to the Blue Clover Parties. For the avoidance of doubt, the login credentials provided by the Blue Clover Parties to Benson shall enable Benson to delete and remove the content for purposes of satisfaction of this Section 2.

(iii) In the event Benson Parties default in making the payment required by Section 2(a)(ii) above, and the Blue Clover Parties have not otherwise breached any terms of this Agreement, the Blue Clover Parties shall be immediately entitled to all escrowed funds sent to the Escrow Agent by the Benson Parties pursuant to this Agreement without any notice to the Benson Parties. Notwithstanding the foregoing, in the event that the Blue Clover Parties have not performed their obligations under Section 2(b)(i) and (ii) above within the 72 hour time period, the Benson Parties shall provide notice to the Escrow Agent regarding such non-performance, resulting in no distribution of the Escrow Account to the Blue Clover Parties, and the Escrow Agent shall promptly return all funds in the Escrow Account to the Benson Parties.

3. **NON-DISPARAGEMENT.**

A. In consideration of the obligations under this Agreement, the Parties agree that that, commencing as of the Effective Date, unless required to do so by legal process, each of the Blue Clover Parties and the Benson Parties, including all officers, managers, members and directors (as applicable), will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing (including by speaking negatively or publishing any negative remarks in any format including by electronic means), by word or gesture, to any person whatsoever, about any Benson Party or any Blue Clover Party, respectively, or any such Party's spouse, parents, siblings, business partners, children, affiliates, directors, businesses, managers, members, officers, employees, attorneys, agents or representatives (as applicable). The Parties understand that this non-disparagement restriction in this Section 3 applies to all forms of communications, including but not limited to internet websites and social media platforms. The Parties hereby acknowledge and agree that this non-disparagement provision in this Section 3 is a material provision of this Agreement. In the event of a breach of this provision, the Parties hereby agree and acknowledge that the other Party or Parties to a resulting lawsuit shall be entitled to injunctive relief, in addition to, and not in lieu of any other remedies available pursuant to this Agreement or otherwise available at law or equity, including but not limited to prevailing Party attorneys' fees and costs. The Parties hereby agree that in the event that injunctive relief is sought, the Parties hereby waive the right to require the other Party or Parties to the resulting lawsuit to post a bond in support of any such request.

B. For purposes of this Section 3, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates. In the event that either Party or their affiliates (including any agents, friends or family members) expressly or tacitly act at the request of, or in concert with, any of the Blue Clover Parties, or Benson Parties as applicable, to publish any disparaging statements or representations about any of the other Parties or any of their affiliates (including by transmittal on the internet by electronic means or any posting any content on any social media site) to any person whatsoever, the publishing Parties (with the Blue Clover Parties on one hand, and Benson Parties on the other hand), jointly and severally, agree to pay the other non-publishing Party a penalty fee in the

amount of \$5,000 for each website, social media platform or other publication and for each posting of any disparaging statement or representation thereon. These liquidated damages are agreed as a reasonable estimate of the damages and consequences either Party will sustain. Moreover, in the event of such an occurrence, each Party agrees to use its best efforts to remedy and mitigate the disparagement, including by providing assistance in removing or deleting any disparagement made on the internet or on any social media site.

C. As of the Effective Date, the Blue Clover Parties represent and warrant that the accounts listed on Exhibit B attached hereto comprise a true, accurate and complete list of all accounts, webpages, postings and other social media that any of the Blue Clover Parties and/or their affiliates have created and remain in existence as of the Effective Date that reference any of the Benson Parties or any of the Benson Parties' affiliates/other parties who would be covered by Section 3(A) and/or 3(B) above. To the extent that the Benson Parties become aware of any undisclosed accounts, webpages, and/or other social media that should have been included in Exhibit B, the penalty fees set forth in Section 3(B) above shall apply to each such account, webpage, social media or posting.

4. **CONFIDENTIALITY.** In consideration of the obligations under this Agreement, the Parties agree that the terms of this Agreement are confidential and no Party shall disclose the contents (including the amount of monetary payment) hereof without the prior written consent of the other Parties *except that* the Parties also may disclose the terms of this Agreement to their respective attorneys, accountants, tax advisors or other similar professionals (each of whom shall agree to maintain the confidentiality of this Agreement) or as required by applicable state or federal law requiring disclosure, or pursuant to and as required by an order issued by a court having jurisdiction thereof, or pursuant to a legally issued subpoena. In the event that any Party is legally required to disclose the information covered by this Section 4, the Parties agree to immediately notify the other Parties, pursuant to the provisions in Section 16, within three (3) business days of such request, so that any other Party may seek a protective order to procure the confidentiality of this Agreement. To the extent that any Blue Clover Party or any Benson Party has in its possession any confidential or proprietary information of any Benson Party or any Blue Clover Party, respectively, such Party agrees to keep such information confidential or to otherwise destroy any such information in its possession.

5. **MUTUAL RELEASE.** Upon completion of all of the conditions and obligations set forth in Section 2 of this Agreement, each of the Blue Clover Parties and the Benson Parties hereby release and forever discharge each Benson Party and each Blue Clover Party, respectively, and all of such Party's employees, agents, successors, assigns, legal representatives, affiliates (including, for the avoidance of doubt, Billionaires Row Global, LLC, Patrick Ductant, and/or Dominion Global Investment Capital Trust), directors, managers, members and officers (collectively, "Representatives") from and against any and all actions, claims, suits, demands, payment obligations or other obligations or liabilities of any nature whatsoever, whether known or unknown, which such Party or any of its Representatives have had, now have or may in the future have directly or indirectly arising out of or in connection with the Dispute and/or the Release Agreement.

6. **BREACH OF AGREEMENT.** If any Party breaches any obligation under this Agreement, any non-breaching Party may commence a lawsuit against the breaching Party to enforce this Agreement. The prevailing Party in any such litigation shall be entitled to an award of its reasonable attorneys' fees and court costs from the non-prevailing Party including fees incurred in any and all applicable appellate proceedings. The Parties acknowledge and agree that damages will not constitute an adequate remedy for a breach of this Agreement, and therefore, any non-breaching Party is entitled to seek specific performance or injunctive relief to enforce the terms of this Agreement.

7. **ACKNOWLEDGEMENT OF CONSIDERATION.** The Parties hereto each acknowledge and agree that the terms of the settlement set forth in Section 2 above, and mutual covenants and promises that are set forth in this Agreement are being exchanged for each Party's execution of this Agreement.

8. **AGREEMENT IS THE PRODUCT OF NEGOTIATION; NO ADMISSION.** This Agreement is the product of negotiation between the Parties to this Agreement. In the event of a dispute concerning the interpretation of this Agreement or of any of its terms or provisions, the Agreement shall be deemed to have been drafted collectively by the Parties, and shall not be more strictly construed against any Party. The Parties acknowledge that this Agreement is a compromise of disputed claims and that no Party admits, and each expressly denies, any wrongdoing or liability on the part of such Party.

9. **WAIVER.** No waiver of a breach of any provision of this Agreement shall constitute a waiver of a breach of any other provision of this Agreement or of a prior or subsequent breach of the same provision. No extension of time of performance of an act or obligation under this Agreement shall constitute an extension of time of performance of any other act or obligation.

10. **NO ASSIGNMENT.** The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this Agreement, that the Parties have the sole right and exclusive authority to execute this Agreement, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this Agreement.

11. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be deemed to be made and entered into in the State of Florida, and shall in all respects be interpreted, enforced and governed under the laws of Florida., without giving effect to the conflict of laws principles of Florida law. The Parties expressly consent to the exclusive jurisdiction and venue of the federal and state courts sitting in Palm Beach County, Florida and none of the Parties will attempt to deny or defeat such personal jurisdiction or venue. The Parties expressly waive any claims or defenses of forum non conveniens to jurisdiction and venue in to the same.

12. **OPPORTUNITY TO CONSULT WITH COUNSEL.** The Parties hereby represent and acknowledge that they have been provided with the opportunity to discuss and review the terms of this Agreement with their respective attorneys before signing it and that they are freely and voluntarily signing this document in exchange for the benefits provided herein.

13. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between the Parties relating to the settlement of the Dispute, and fully supersedes any and all prior agreements, understandings, both written and oral, between or among the Parties. The Parties acknowledge that no one has made any representations or promises to them and that they are not relying on any representations or promises not set forth herein in executing this Agreement. For the avoidance of doubt, this Agreement replaces and supersedes in all respects each of the Release Agreement and the Initial Settlement Agreement, which agreement shall be of no further force and effect.

14. **MODIFICATION OR AMENDMENT.** No amendment, change or modification of this Agreement, nor waiver of any provision of this Agreement, shall be valid unless it is in writing, signed by each of the Parties or by his, her or its respective successors and/or assigns. Each Party agrees not to make any claim at any time or place that this Agreement has been orally modified in any respect whatsoever.

15. **SEVERABILITY.** If any provision or part of a provision of this Agreement (except any provision or part of a provision contained in Section 2 of this Agreement) shall be determined to be void

or unenforceable by a court of law, administrative agency or tribunal of competent jurisdiction, the remainder of the Agreement shall remain valid and enforceable by any Party, and all other valid provisions of the Agreement shall survive and continue to bind the Parties.

16. **NOTICE.** Notice shall be addressed to the Parties at the addresses listed below and sent by either (a) e-mail (with read receipt) or (b) by a nationally recognized overnight courier for next day morning delivery, in which case notice shall be deemed delivered one (1) business day after the e-mail has been sent and one (1) business day after deposit with such overnight courier. The addresses below may be changed by written notice to the other each of the Parties; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

If to Blue Clover and/or Ricciardo:

Blue Clover Financial, LLC  
8461 Lake Worth Road, Suite 422  
Lake Worth, FL 33467  
Attention: Anthony Ricciardo  
E-mail: tony@bluecloverfin.com

With a copy to (that shall not constitute notice):

Law Offices of Scott A. Mersky, P.A.  
120 S Olive Avenue, Suite 401  
West Palm Beach, FL 33401  
Attention: Scott Mersky, Esq.  
E-mail: samerskypa@aol.com

If to B&E and/or Benson:

B and E Holdings, LLC  
2700 S. University Drive, Unit 203  
Miramar, FL 33025  
Attention: William Benson  
E-mail: benson.william@gmail.com

With a copy to (that shall not constitute notice):

K&L Gates LLP  
Southeast Financial Center, Suite 3900  
200 S. Biscayne Boulevard  
Miami, FL 33131  
Attention: John D. Owens III, Esq.  
E-mail: john.owens@klgates.com

17. **SERVICE OF PROCESS.** In addition to the methods of service permitted by Florida law, the Benson Parties hereby consent to the service of process in any action or proceeding arising hereunder by registered United States mail, postage prepaid, return receipt requested, to its address as specified in Section 16, which address may be modified from time to time pursuant to Section 16. If service of process at such address is unsuccessful and remains unsuccessful for a period of 60 days, the Benson Parties hereby consent to service of process by publication pursuant to Section 49.021, Florida Statutes.

18. **AUTHORIZATION.** The execution, delivery and performance of this Agreement has been duly and validly authorized by each Party and this Agreement constitutes a valid and binding agreement of each Party enforceable in accordance with its terms.



19. **FURTHER ASSURANCES.** Each Party shall, from time to time at the request of any other Party, furnish the other Party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated in this Agreement.

20. **COUNTERPARTS.** This Agreement may be executed by facsimile, electronic signature, DocuSign or email (in a PDF format) and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute the same agreement.

**THE PARTIES ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT, OTHER THAN THEIR OBLIGATIONS UNDER THIS AGREEMENT, THE RELEASE SET FORTH IN THIS AGREEMENT SHALL BE CONSTRUED AS BROADLY AS POSSIBLE AND IS A FULL AND FINAL BAR TO ANY AND ALL CLAIMS OF ANY TYPE THAT EACH OF THE BLUE CLOVER PARTIES AND THE BENSON PARTIES HAD, HAVE, OR MAY HAVE AGAINST EACH BENSON PARTY AND EACH BLUE CLOVER PARTY, RESPECTIVELY.**

*\*\*Signature Page Follows\*\**

NOT A CERTIFIED COPY

IN WITNESS WHEREOF, each of the Parties having so agreed to the terms stated herein, have executed this Agreement on the Effective Date.

**BLUE CLOVER FINANCIAL, LLC**

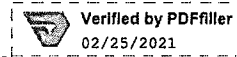
By: \_\_\_\_\_  
Name: Anthony Ricciardo  
Title: Manager

**ANTHONY RICCIARDO**

\_\_\_\_\_  
Anthony Ricciardo, Individually

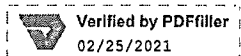
**B AND E HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: William Benson  
Title: Member



**WILLIAM BENSON**

\_\_\_\_\_  
William Benson, Individually



Agreed and Acknowledged:

**SCOTT MERSKY**

\_\_\_\_\_  
Scott Mersky, as Escrow Agent

**EXHIBIT A**

WIRE INSTRUCTIONS FOR ESCROW AGENT:

Name of Bank: Wells Fargo Bank, NA.

Name of Account: Law Offices of Scott A. Mersky P.A., Lawyers Trust Account

Routing Number: [REDACTED]

Account Number: [REDACTED]

**EXHIBIT B**

Twitter: @FraudWilliam

[www.ripoffreport.com/report/william-benson/melville-new-york-took-money-1476332](http://www.ripoffreport.com/report/william-benson/melville-new-york-took-money-1476332)

[www.williambenensonandfraud.com](http://www.williambenensonandfraud.com)

[help@williambenensonandfraud.com](mailto:help@williambenensonandfraud.com)

[contact@williambenensonandfraud.com](mailto:contact@williambenensonandfraud.com)

Instagram: @willynillyfraud

LinkedIn: WillieNilly Fraud

Facebook: William Benson and Fraud Investigative Unit

NOT A CERTIFIED COPY