

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONEIDA

-----X
LETITIA JAMES,
as ATTORNEY GENERAL of NEW YORK,

Plaintiff- Claiming Authority,

- against -

DAVID WRIGHT, and
RAMONA WRIGHT,

Criminal Defendants,

-and-

WRIGHT WELLNESS SOLUTIONS, INC.,
CNY TELECOM, LLC,

Non-Criminal Defendants.
-----X

CPLR 13-A SETTLEMENT
AGREEMENT

Index No. EFCA 2019-001673

(Related Indictment Nos 19-026 and
19-066)

CPLR 13-A SETTLEMENT AGREEMENT

WHEREAS, the parties set forth below in this CPLR 13-A Settlement Agreement (the
"Agreement") wish to enter into a final and binding resolution of the civil claims set forth below;
and

WHEREAS, on September 6, 2019, in the County Court, County of Oneida before the
Honorable Robert L. Bauer, Criminal Defendants David Wright and Ramona Wright, in resolution
of the in the criminal case *The People of the State of New York -against- David Wright and Ramona
Wright, Defendants* under the above-referenced consolidated indictment nos. 19-026 and 19-066
(the "criminal proceeding"), pled guilty to certain charges, in full satisfaction of these indictments
(the "Plea"); and

WHEREAS, on September 6, 2019 in connection with each of their respective pleas, Defendants David Wright and Ramona Wright not only pled guilty to certain criminal charges but also agreed to certain conditions to each of their respective pleas as reflected in the plea minutes from that court appearance and the terms and conditions of said pleas as reflected in the plea minutes on that date, are hereby incorporated by reference into this Agreement; and

WHEREAS, the Criminal Defendants David Wright and Ramona Wright in the above-criminal proceeding, are also Defendants in the above-captioned civil case ("civil proceeding"), and wish to resolve all Civil Practice Law and Rules ("CPLR") article 13-A claims brought against them by Letitia James, as Attorney General of New York ("Plaintiff" or "OAG"); and

WHEREAS, pursuant to CPLR article 13-A, an *ex parte* Order of Attachment, Temporary Restraining Order and Disclosure Order ("Ex Parte Order"), Index No. EFCA 2019-001673, was obtained and signed by the Honorable Bernadette T. Clark on June 19, 2019, in the Supreme Court of the State of New York, County of Oneida, against the above-captioned Criminal Defendants, Non-Criminal Defendants and their property located within the State of New York, and was thereafter modified by supplemental orders signed by Justice Clark on July 3, 2019 and July 9, 2019 ("Supplemental Orders"); and

WHEREAS, the Ex Parte Order was modified and confirmed by Justice Clark on July 16, 2019 (the "Confirming Order"); and

WHEREAS, included among the property currently attached pursuant to the Confirming Order are the following four separate accounts: the GPO Federal Credit Union ("GPO") account no. ending 4992 titled to Ramona L. Wright and David P. Wright with a balance of approximately \$9,028.68; GPO account no. ending 0992 titled to David Wright with a balance of approximately \$6,511.67; GPO account no. ending 8463 titled to CNY Telecom LLC ("CNY") up to a

restrained balance of \$30,000.00; and Wells Fargo Bank, N.A. ("Wells Fargo") account no. ending 1356 titled to David Wright with a balance of approximately \$23,165.75; with the total of all of the foregoing restrained funds subject to the Confirming Order and this Agreement amounting to \$68,706.10 (collectively the "Restrained Accounts"); and

WHEREAS, included among the personal property attached by the Plaintiff pursuant to the Confirming Order was the 53-foot Hatteras yacht called the "Mad Hatteras," hull identification number HATCN73SM84K (hereinafter the "Mad Hatteras"); and

WHEREAS, David Wright and Ramona Wright list their place of residence at 411 Walnut St. #14461, Green Cove Springs, Florida 32043; and

WHEREAS, David Wright and Ramona Wright reside at 158 Cottage Pl, Sherrill, NY 13461; and

WHEREAS, on September 6, 2019, in the County Court, Oneida County David Wright pled guilty to two counts of grand larceny in the third degree and one count of violation of the General Business Law Section 352-c(6), Article 23A and Ramona Wright pled guilty to one count of grand larceny in the third degree and one count of violation of the General Business Law Section 352-c(6), Article 23A, each respectively in full satisfaction of the criminal charges contained in consolidated indictment nos. 19-026 and 19-066 and each of David Wright and Ramona Wright agreed to certain conditions to their respective pleas as set forth on the record in conjunction with the Plea; and

WHEREAS, on September 6, 2019, as a condition of the Plea David Wright and Ramona Wright agreed to, *inter alia*, enter into a written stipulation of forfeiture with Plaintiff forfeiting the Mad Hatteras and the Restrained Accounts, waive their respective rights to a restitution hearing for any victim restitution up to the amount of \$760,000.00, to execute confessions of judgment in favor of all victims for any restitution that remains unpaid as of the time of their respective sentencing, and

agreed to enhanced sentences as set forth below and in the Plea should they fail to abide by the terms in the Plea prior to sentencing; and

WHEREAS, on September 6, 2019, as a condition of the Plea David Wright and Ramona Wright also agreed to refrain from participating in the sale or promotion of securities for ten years until September 6, 2029; and

WHEREAS, on September 6, 2019, David Wright and Ramona Wright as a condition of the Plea agreed that in exchange for the Defendants' meeting all of those conditions outlined by Judge Bauer during the Plea, the Defendants would receive sentences as follows: (a) Ramona Wright would receive a sentence of not less than time served and five years of probation supervision and not more than one to three years in state prison; and (b) David Wright would receive a sentence of not less than two to six years in state prison and no more than three to nine years in state prison.

Ramona Wright agreed that if Ramona Wright receives a sentence of probation supervision, then she would as a term and condition of probation be required to make monthly payments against any amount of the restitution obligation which remains unpaid by the Defendants at the time of their sentencing and as ordered by the court, and in no event would Ms. Wright be sentenced to a term of any more than one to three years in state prison. David Wright and Ramona Wright agreed that the sentence for each Defendant within the ranges identified during the Plea would be based on the additional amount of restitution the Defendants pay at or before their sentencing date above the forfeited Mad Hatteras and the forfeited amounts restrained in the Restrained Accounts. The Defendants also agreed that should Defendants violate any of the provisions set forth in the Plea, then they would be subject to a sentence of up to the maximum allowable for their pleas: for Ramona Wright, two and one-third to seven years in state prison; for David Wright, four and two-

thirds to fourteen years in state prison. The Defendants also agreed to waive their right to appeal and agreed to pay mandatory state surcharges; and

WHEREAS, the parties to this Agreement, David Wright, Ramona Wright, CNY and Wright Wellness Solutions, Inc. and the Plaintiff, wish to enter into a final and binding resolution of all of the CPLR article 13-A claims against David Wright, Ramona Wright, CNY and Wright Wellness Solutions, Inc. in the above-captioned civil proceeding including the payment by David Wright and Ramona Wright of a total forfeiture amount up to \$760,000.00 to be determined at a hearing before Judge Bauer (such amount referred to herein as "Total Forfeiture Determination"); and

WHEREAS, the cash balances of the accounts subject to the Confirming Order along with other amounts set forth below, will be part of the Total Forfeiture Determination to be paid by David Wright and Ramona Wright pursuant to the terms of the within Agreement; and

WHEREAS, David Wright is the principal of CNY and CNY agrees to and consents to the partial forfeiture of GPO account ending 8463 as set forth below; and

WHEREAS, pursuant to the attached corporate resolutions David Wright is authorized to sign this Agreement on behalf of CNY and Wright Wellness Solutions, Inc.; and

WHEREAS, pursuant to the attached CNY corporate resolution, CNY consents to, directs and authorizes the turnover by GPO to the Plaintiff of \$43,013.34 from GPO account no. ending 8463 titled to CNY, this \$43,013.34 representing the \$30,000.00 of restrained funds in GPO account no. ending 8463 plus an additional amount of \$13,013.34 sourced from that account to fund restitution and to allow for the release of the tax advantaged portions of the GPO account nos. ending 4992 and ending 0992; and

WHEREAS, on October 10, 2019, upon consent of all parties, Justice Clark modified the Confirming Order to the effect that upon receipt of \$175,000.00 by Plaintiff upon the sale of the Mad Hatteras, that all attachments and restraints related to Mad Hatteras were to be lifted; and

WHEREAS, by October 10, 2019, Plaintiff was paid a total of \$175,000.00 related to the sale of the Mad Hatteras and all attachments and restraints related to Mad Hatteras were thus lifted; and

WHEREAS, David Wright and Ramona Wright understand that nothing in this Agreement shall be construed to conflict with the terms of the Plea; and

WHEREAS, unless specified in the Agreement, the parties do not intend to waive or affect the rights, criminal or civil, that the OAG may have concerning enforcement of criminal charges or civil claims against other parties not named in either the criminal or civil proceedings;

NOW, THEREFORE, the parties agree, and

IT IS HEREBY ORDERED THAT:

SETTLEMENT OF THE CPLR ARTICLE 13-A CIVIL PROCEEDING

1. In consideration of the settlement, without prejudice, by the Plaintiff of the CPLR article 13-A proceeding against the Criminal Defendants and Non-Criminal Defendants and arising out of the criminal activity that was the subject of the Criminal Defendants' September 6, 2019 guilty pleas, David Wright and Ramona Wright hereby agree to forfeit and assign to Plaintiff all of their rights, title, and interest, and those of CNY if any, in the total sum of two hundred forty-three thousand seven hundred six dollars and ten cents (\$243,706.10) (such referred to herein as the "Plea Forfeiture") to be paid to Plaintiff as set forth below.

2. The Criminal Defendants agree that these monies represent non-dischargeable restitution owed to victims of the Criminal Defendants.

3. In partial payment of the Plea Forfeiture, the Criminal Defendants hereby agree to forfeit any right, title, and interest in proceeds from sale of the Mad Hatteras, amounting to \$175,000.00.

4. David Wright agrees that he is liable for any and all tax consequences related to the sale of the Mad Hatteras and further agrees that he shall pay any such taxes due, except any taxes that are the responsibility of the purchaser.

5. In partial payment of the Plea Forfeiture, David Wright and Ramona Wright hereby agree to forfeit to Plaintiff all of their right, title, and interest in the balances of the GPO account no. ending 4992 and GPO account no. ending 0992, except for the portion of such accounts that are part of a tax advantaged individual retirement account, for a total forfeited amount in these accounts of \$2,527.01.

6. In partial payment of the Plea Forfeiture, CNY hereby agrees to forfeit to Plaintiff all of its right, title, and interest in the cash balance of the CNY GPO account no. ending 8463 up to the total amount of \$43,013.34. CNY as set forth in the attached corporate resolution dated November 4 2019 directs, consents to and authorizes the turnover by GPO to the Plaintiff of the \$43,013.34 and as further provided below.

7. In partial payment of the Plea Forfeiture, David Wright and Ramona Wright hereby agree to forfeit to Plaintiff all of their rights, title, and interest in the balance of the Wells Fargo account no. ending 1356 with a balance of approximately \$23,165.75.

8. David Wright and Ramona Wright and CNY respectively authorize, and the Court orders, that each respective banking institution turn over funds from the balances in the accounts as follows:

<u>BANKING INSTITUTION</u>	<u>ACCOUNT HOLDER(S) NAME(S)</u>	<u>ACCOUNT NUMBER</u>	<u>CASH AMOUNT TO BE TURNED OVER TO OAG</u>
GPO Federal Credit Union	RAMONA L WRIGHT & DAVID P WRIGHT.	X4992	\$2,522.01
	DAVID WRIGHT	XX0992	\$5.00
	CNY TELECOM LLC	X8463	\$43,013.34
Wells Fargo	DAVID WRIGHT	XXXX1356	\$23,165.75
		TOTAL AMOUNT TO BE TURNED OVER TO OAG	\$68,706.10

9. The Plaintiff may serve a copy of this so-ordered Agreement with the accompanying CNY corporate resolution upon GPO and Wells Fargo to effect the turnover of these listed funds to the Plaintiff and for the simultaneous release from the orders of attachment authorized by the Confirming Order of any and all GPO and Wells Fargo accounts and account balances which are not hereby forfeited, that are owned or controlled by any Criminal Defendant or Non-Criminal Defendant.

10. GPO is ordered to turnover and pay the aforementioned funds from the aforementioned accounts ending 4992, 0992 and 8463, to OAG pursuant to OAG instructions.

11. Wells Fargo is ordered to turnover and pay the total amount from the aforementioned account ending 1356 to OAG pursuant to OAG instructions.

12. After successful payment of the aforementioned amounts to OAG, all GPO accounts that were previously restrained in connection with the above captioned matter are to be released and will no longer be subject to any Order under the above referenced caption.

13. After successful payment of the aforementioned amounts to OAG, all Wells Fargo accounts that were previously restrained in connection with the above captioned matter are to be released and will no longer be subject to any Order under the above referenced caption.

14. David Wright and Ramona Wright agree that the above-listed funds from the GPO and Wells Fargo accounts shall be forfeited to the Plaintiff immediately upon this Agreement being so-ordered. If this order, or other orders permitted hereby, are not sufficient to direct GPO and Wells Fargo to comply, then David Wright and Ramona Wright and CNY respectively will cause any customary and additional documents necessary to effectuate the transfer of the monies due under this Agreement to the Plaintiff, to be executed. The failure of David Wright or Ramona Wright or CNY to execute these additional documents will be considered a default under this Agreement and may result in the Court imposing the above referenced enhanced sentences and enforcement actions of the OAG of this Agreement.

15. David Wright and Ramona Wright and CNY respectively hereby warrant that they, or either of them or entities that they control, are the owners of the above-noted GPO and Wells Fargo accounts and as indicated in the respective title registration of those accounts, and no other person or entity has any lawful, right, title or interest in those monies, and further warrants that there are no past, present or future claimants to that property, and they will not take any action(s) that might result in the creation of any claims to that property.

16. The Plaintiff will serve a copy of this so-ordered Agreement together with the CNY corporate resolution upon GPO and Wells Fargo to effect the turnover of the above-described funds to the Plaintiff and for the release of the afore-described accounts as provided above.

17. Additionally, upon payment of the Plea Forfeiture to Plaintiff, the Confirming Order is further modified and amended by this so ordered Agreement so that, notwithstanding the Confirming Order, all levies pursuant to the Confirming Order as to the specific accounts referenced herein are in all respects vacated, cancelled and set aside.

18. Upon payment of the Plea Forfeiture to OAG, the Plaintiff will discontinue, without prejudice, the forfeiture proceedings as to the Criminal Defendants and Non-Criminal Defendants by e-filing in the civil proceeding, a Notice of Discontinuance without Prejudice.

19. The Criminal Defendants and Non-Criminal Defendants represent that each of them has been advised by their attorney, whose signature is affixed to this Agreement, of the alternatives for settlement and of his rights and liabilities under CPLR article 13-A, a statute that authorizes the Plaintiff to obtain a judgment to forfeit properties that are the proceeds, substituted proceeds or instrumentalities of a crime, or to obtain a money judgment in an amount equivalent thereto.

20. All representations to the Court made by David Wright and Ramona Wright during the Plea are hereby incorporated into this Agreement and any false statement therefrom may result in, among other things, a default of this Agreement.

21. This Agreement survives the death or disability of David Wright and/or Ramona Wright, and is binding on each of them, their heirs, successors, and assigns, and shall bind the Plaintiff.

RELEASE OF OTHER ACCOUNTS PREVIOUSLY RESTRAINED

22. The following account that has been previously attached or restrained pursuant to the Ex Parte Order, Confirming Order and Supplemental Orders is not forfeited under this Agreement and is released:

<u>Bank</u>	<u>Account No.</u>	<u>Approx. Balance</u>	<u>Account Title/Registration</u>
GPO	X0884	\$6.66	WRIGHT WELLNESS SOLUTIONS INC.

No warranty is made by Plaintiff concerning the actual amount in this account.

BANS FROM SELLING SECURITIES

23. David Wright and Ramona Wright agree to refrain from participating in the sale or promotion of securities until September 6, 2029. Any failure to adhere to this term will result in, among other things, a default of this Agreement. This restraint does not prohibit David and Ramona Wright from selling their personal shares in Wright Wellness Solutions, Inc. ("WWSI") as part of a plan to sell the entirety of WWSI to a third party, or as part of a dissolution of WWSI.

24. David Wright and Ramona Wright agree that neither they, nor any entity they control, will violate any laws of the United States or of the State of New York in connection with the future business operations, ownership, control, sale, dissolution, or insolvency of WWSI.

CRIMINAL SENTENCE CONTINGENT ON AMOUNT OF FORFEITURE

25. Contingent upon the terms of this so ordered Agreement being carried out, the Ex Parte Order, Supplemental Orders and Confirming Order shall have no further effect.

26. Should the Criminal Defendants meet the conditions described in the Plea,

- a. Ramona Wright would receive a sentence of not less than time served and five years of probation supervision and not more than one to three years in

state prison. If she does receive a sentence of probation supervision, then as a term and condition of probation she will be required to make monthly restitution payments as directed by the sentencing court towards any restitution amounts which remain unpaid at the time of sentencing up to the Total Forfeiture Determination, and in no event would Ramona Wright be sentenced to a term of any more than one to three years in state prison.

- b. David Wright would receive a sentence of not less than two to six years in state prison and no more than three to nine years in state prison.

The court may sentence each Criminal Defendant within the sentencing ranges identified above based on the amount of additional restitution the Defendants pay at or before their sentencing date beyond the Plea Forfeiture.

ADDITIONAL RESTITUTION

27. Paula Wright hereby agrees to transfer or pay over to Plaintiff, all of her right, title, and interest in \$150,000 of bail money posted on behalf of David Wright, toward restitution of the Criminal Defendants, such money currently being held by the Oneida County Finance Department as bail money securing David Wright's court appearances. The Court directs that once the posted cash bail of \$150,000.00 posted on behalf of David Wright and belonging to Paula Wright is exonerated, that the Oneida County Court Clerk or the Oneida County Finance Department, as applicable, pay the \$150,000.00 bail money, minus any statutory fees, to the OAG by bank check or wire, in lieu of return of such portion of the bail money to Paula Wright (such money, minus any statutory fees, referred to herein as the "Additional \$150,000"). Paula Wright agrees to complete any forms required and to take all steps necessary to ensure that the Additional \$150,000 is paid to OAG.

28. OAG agrees that any and all bail money paid to OAG by Paula Wright will be credited toward the Total Forfeiture Determination owed by the Criminal Defendants pursuant to the Plea and the terms of this Agreement.

DISCONTINUANCE OF FORFEITURE ACTION

29. The Plaintiff agrees that the monies forfeited hereby upon receipt of the full balances owed by Defendants, Criminal Defendants and Paula Wright under the terms and conditions of this Agreement, amounting to the Plea Forfeiture and the Additional \$150,000, settle all claims, without prejudice, set forth in the civil proceeding. The Criminal Defendants and Non-Criminal Defendants admit that the Plea Forfeiture monies represent the proceeds, substituted proceeds or instrumentalities of the felony crimes committed by the Criminal Defendants. The Criminal Defendants and Non-Criminal Defendants agree that the Plea Forfeiture and the Additional \$150,000, are forfeited in settlement of any claims by which it is asserted that either or both of the Criminal Defendants and Non-Criminal Defendants respectively, or any entity that they control, are liable for the claims set forth in the civil proceeding.

30. David Wright and Ramona Wright agree that prior to or at sentencing, they will execute confessions of judgement for any remaining restitution in favor of the victims of their crimes.

31. Upon turnover and payment of the Plea Forfeiture and the Additional \$150,000 and any other additional amounts the Criminal Defendants turn over at or before sentencing to the OAG, such monies are to be distributed pursuant to CPLR § 1349.

OTHER TERMS

32. Criminal Defendants and Non-Criminal Defendants expressly agree and acknowledge that the Plaintiff may initiate a subsequent investigation, civil action, or proceeding to

enforce this Agreement or for violations of or default on this Agreement, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses related to the restitution and forfeiture obligations of this agreement are tolled from and after the effective date of this Agreement until the full restitution amount is satisfied;
- b. Plaintiff may use statements, documents or other materials produced or provided by the Criminal Defendants and Non-Criminal Defendants prior to or after the effective date of this Agreement;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Criminal Defendants and Non-Criminal Defendants irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue; and
- d. any participation by the Criminal Defendants in the sale or promotion of securities, except the sale of their personal WWSI stock as part of a sale of the entirety of WWSI in accordance with this Agreement, on or prior to September 6, 2029 shall constitute prima facie evidence of a fraudulent practice under Article 23-A of the General Business Law.

33. If a court of competent jurisdiction determines that the Criminal Defendants or Non-Criminal Defendants have violated this Agreement, the Respondent shall pay to the Plaintiff the reasonable cost, if any, of obtaining such determination and of enforcing this Agreement, including without limitation legal fees, expenses, and court costs.

34. Nothing in this Agreement shall be construed to modify the terms that the Criminal Defendants agreed to in the Plea.

35. Nothing in this Agreement shall be deemed to estop the Plaintiff, or other regulatory or law enforcement agencies from enforcing any section of the New York State Penal Law, or any other statute or regulation to which the Defendants may be subject unless specifically referred to in the Plea.

36. In addition to representations made during the Plea, David Wright and Ramona Wright each represent that they have read and understood the charges contained in the above-referenced indictments against them and have discussed these charges with their respective attorneys. David Wright and Ramona Wright represent further that they have had sufficient time to discuss the legal concepts pertaining to these charges with their respective attorneys and have discussed with their respective attorneys the alternatives for plea and settlement and of each of their respective rights and liabilities under CPLR article 13-A, a statute that authorizes the OAG to commence a forfeiture action and obtain a judgment to forfeit properties that are the proceeds, substituted proceeds or instrumentalities of a crime, or to obtain a money judgment in an amount equivalent thereto.

37. In consideration of the disposition of the civil proceeding, the Criminal Defendants David Wright and Ramona Wright and the Non-Criminal Defendants Wright Wellness Solutions, Inc. and CNY, each of their heirs, executors, administrators and successors in interest or assigns, releases and forever discharges the Plaintiff, her successors and/or assigns, the employees of her Office, from any and all manner of claims, demands, damages, causes of action or suits that they may have now, or that might subsequently accrue to them, by reason of any matter arising directly or indirectly, from the restraints placed in this matter, including but not limited to claims for personal injury, property damage, defamation, inducement to wrongful dismissal, damage to business, or interference in business opportunities.

38. There shall be no construction or interpretation of this Agreement favorable or unfavorable to any party by virtue of its preparation by counsel to the Plaintiff.

39. David Wright and Ramona Wright agree that they have not been forced to plead guilty or to sign this Agreement by anyone, and have not been made any promises other than those promises noted herein and/or on the record in Court.

40. This Agreement is contingent on the Court's acceptance of its terms and conditions.

41. Section headings are for convenience only. This Agreement may only be changed or altered in writing, signed by, and delivered to, each party.

42. The Courts of the State of New York shall have jurisdiction over any dispute concerning this Agreement and the same shall be resolved in accordance with New York State law.

43. The parties hereto intend that this Agreement expresses their sole and entire understanding of the terms agreed to and that this Agreement be considered a complete, integrated writing, as well as those additional terms, if any, discussed on the record in Court, and that no prior oral discussions, writings, preliminary or provisional agreements (oral or in writing), charts, spreadsheets, or preliminary analyses, shall act to alter, vary, or contradict the terms of this writing.

44. The parties hereby consent to the so-ordering of this Agreement.

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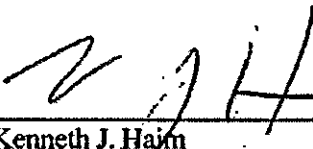
45. The parties to this Agreement who subscribe their names below intend to be bound by the terms of this Agreement, once it is so ordered.

New York, New York

Dated: November 21, 2019

Signed:

Letitia James as Attorney General of New York,

By: 
Kenneth J. Hajm
Assistant Attorney General
Investor Protection Bureau

DAVID WRIGHT individually and
as authorized representative of
CNY TELECOM, LLC
and as authorized representative of
WRIGHT WELLNESS SOLUTIONS, INC.

RAMONA WRIGHT

Paula Wright

Sworn to before me this
___ day of _____, 2019.

Notary Public

45. The parties to this Agreement who subscribe their names below intend to be bound by the terms of this Agreement, once it is so ordered.

New York, New York

Dated: November __ 2019

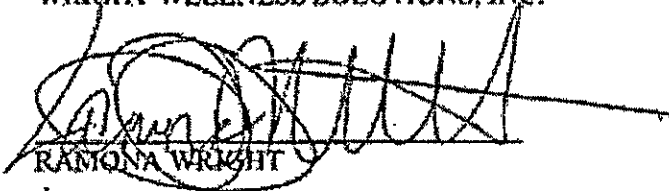
Signed:

Leticia James as Attorney General of New York,

By: _____
Kenneth J. Haim
Assistant Attorney General
Investor Protection Bureau



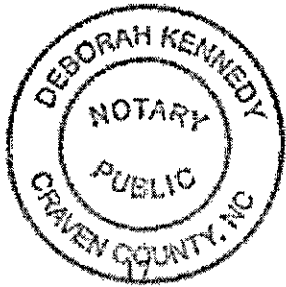
DAVID WRIGHT individually and
as authorized representative of
CNY TELECOM, LLC
and as authorized representative of
WRIGHT WELLNESS SOLUTIONS, INC.


RAMONA WRIGHT

Paula Wright

Sworn to before me this
19 day of November, 2019.

Deborah Kennedy
Notary Public



45. The parties to this Agreement who subscribe their names below intend to be bound by the terms of this Agreement, once it is so ordered.

New York, New York

Dated: November __ 2019

Signed:

Letitia James as Attorney General of New York,

By:

Kenneth J. Hain
Assistant Attorney General
Investor Protection Bureau

DAVID WRIGHT individually and
as authorized representative of
CNY TELECOM, LLC
and as authorized representative of
WRIGHT WELLNESS SOLUTIONS, INC.

RAMONA WRIGHT

Paula J. Wright
Paula Wright


Sworn to before me this
19 day of November, 2019.

Rebecca Z. Haul
Notary Public

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REBECCA Z. HOWE
Notary Public, State of New York
No. 0190004160
Certified in Oneida County
Commission Expires January 20, 2023

WITNESSED BY:



Donald Kinsella
Attorney for David Wright

Joshua Friedman
Attorney for CNY Telecom, LLC

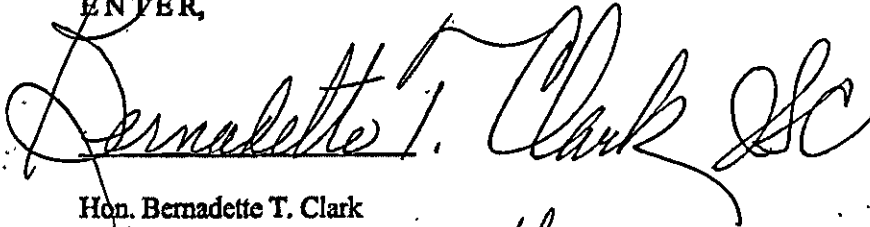


Kerry Buske
Attorney for Ramona Wright

James Milbrand
Attorney for Wright Wellness Solutions, Inc.

So Ordered:

ENTER,



Hon. Bernadette T. Clark
J.S.C.

Dated: November 25th 2019

FILED
CLERK OF COURT
JULIA M. HARRIS

FILED
CLERK OF COURT
JULIA M. HARRIS

LIMITED LIABILITY COMPANY RESOLUTION OF CNY TELECOM, LLC

WHEREAS, David Wright, being the sole Member and Operating Manager of CNY TELECOM, LLC, a limited liability company organized and existing under the laws of the State of New York (hereinafter the "Company"), does hereby adopt the following resolution pursuant to the laws of the State of New York:

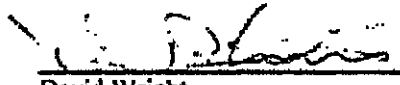
WHEREAS, the Company is named as a defendant in a certain civil action entitled Letitia James, as Attorney General of New York v. David Wright and Ramona Wright, Criminal Defendants and Wright Wellness Solutions, Inc. and CNY Telecom, LLC, Non-Criminal Defendants, Oneida County Index No. 2019-001673 (the "Civil Action"); it is hereby

RESOLVED, that the Company authorizes David Wright to execute and enter into that certain CPLR 13-A Settlement Agreement (the "Settlement Agreement") on behalf of the Company in settlement and resolution of the Civil Action; and it is

FURTHER RESOLVED, that pursuant to the terms of the Settlement Agreement, the Company authorizes, directs, consents and approves the release, withdraw, and turnover of the sum of \$43,013.34 from its GPO Federal Credit Union account ending in 8463 to the Attorney General of the State of New York; and it is

FURTHER RESOLVED, that David Wright is authorized to execute any documents and take any such other actions on behalf of the Company as are reasonably necessary in order to carry out the purpose and intent of this Resolution; and it is

IN WITNESS WHEREOF, I have hereunto subscribed my name on this the 4th day of November, 2019.


By: David Wright
Title: Sole Member/Operating Manager
Dated: November 4, 2019

WRIGHT WELLNESS SOLUTIONS, INC.
WRITTEN CONSENT OF THE BOARD OF DIRECTORS
WITHOUT A MEETING

Under Section 708(b) of the Business Corporation Law

THE UNDERSIGNED, being all of the members of the Board of Directors of WRIGHT WELLNESS SOLUTIONS, INC. (the "Corporation"), do hereby consent, pursuant to Section 708(b) of the Business Corporation Law, to the adoption of the following Resolutions authorizing the actions indicated therein, without a meeting:

WHEREAS, the Corporation is named as a defendant in a certain civil action entitled Letitia James, as Attorney General of New York v. David Wright and Ramona Wright, Criminal Defendants and Wright Wellness Solutions, Inc. and CNY Telecom, LLC, Non-Criminal Defendants, Oneida County Index No. 2019-001673 (the "Civil Action"); and

WHEREAS, the Board of Directors of the Corporation deems it in the best interests of the Corporation to settle the Civil Action in accordance with the terms of a certain Settlement Agreement (as defined below).

NOW, THEREFORE, be it:

RESOLVED, that the Corporation authorizes David Wright, as the Corporation's President, to execute and enter into that certain CPLR 13-A Settlement Agreement, a copy of which is appended hereto (the "Settlement Agreement"), on behalf of the Corporation in settlement and resolution of the Civil Action; and it is further

RESOLVED, that David Wright is authorized to execute any documents and take any such other actions on behalf of the Corporation as are reasonably necessary in order to carry out the purpose and intent of this Resolution.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent as of this 21st day of November, 2019. This Written Consent may be signed in counterparts and all such counterparts, which together contain the signatures of all of the members of the Board of Directors, shall constitute this Written Consent.



DAVID P. WRIGHT



MONA WRIGHT





ROBERT MELCHNER

18562071.1



WITNESSED BY:


Donald Kinsella
Attorney for David Wright



Joshua Friedman
Attorney for CNY Telecom, LLC

Kerry Buske
Attorney for Ramona Wright

James Milbrand
Attorney for Wright Wellness Solutions, Inc.

So Ordered:

ENTER,





Hon. Bernadette T. Clark


J.S.C.

Dated Nov. 25th, 2019

WITNESSED BY:


Donald Kinsella
Attorney for David Wright


Joshua Friedman
Attorney for CNY Telecom, LLC


James Milbrand
Attorney for Wright Wellness Solutions, Inc.


Kerry Buske
Attorney for Ramona Wright

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ENTER,



Hon. Bernadette T. Clark
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Dated: Nov. 25th, 2019