UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-2(c) **WASSERMAN, JURISTA & STOLZ, P.C.** **110 Allen Road, Suite 304** **Basking Ridge, NJ 07920** **Phone: (973) 467-2700** **Fax: (973) 467-8126** **Counsel to Debtor-in-Possession** **DANIEL M. STOLZ, ESQ.**	
In Re: **ALTOMARE AUTO GROUP LLC, d/b/a UNION VOLKSWAGEN,** Debtor.	Chapter 11 Case No. 16-22376 Honorable John K. Sherwood
In Re: **ALTOMARE 22 UNION, LLC,** Debtor.	Case No. 16- 22628 (Jointly Administered)

CERTIFICATION OF ANTHONY ALTOMARE IN OPPOSITION TO MOTION OF FIL, INC. FOR AN ORDER DISMISSING THE CHAPTER 11 CASE OF ALTOMARE 22 UNION, LLC. AND FOR ALTERNATIVE RELIEF

Anthony Altomare, being of full age and having been duly sworn according to law, hereby certifies as follows:

1. I am the managing member and ninety-nine (99%) percent owner of Altomare Auto Group LLC., a limited liability company organized and existing under the laws of the State of New Jersey (hereinafter "AAG").

2. I am also the managing member and sole owner of Altomare 22 Union, LLC. (hereinafter "Altomare 22").

3. AAG operates a Volkswagen Dealership on Route 22 in Union, New Jersey. Altomare 22 owns the showrooms and properties from which AAG operates.

4. I submit this Certification in opposition to the Motion of Fil, Inc. to dismiss the Altomare 22 Chapter 11 case and for other relief.

5. Initially, I should note that Michael LaMotta, the principal of Fil, Inc., has not filed a Certification or verification in support of their Motion. I suspect the reason that Mr. LaMotta has not submitted a sworn pleading in support of his Motion is that Mr. LaMotta is currently the subject of a criminal prosecution in Union County, relating to his activities, misappropriations, conversion and theft at the AAG business. I have been advised that Mr. LaMotta is seeking pre-trial intervention in this pending prosecution.

6. The year 2013 was probably the worst year of my life. My wife heroically battled cancer, finally succumbing to the disease of August 16, 2013. I did my best to be at my wife's side throughout the last stages of her illness.

7. During 2013, Volkswagen rejected a proposed sale to Park Avenue BMW of $14 million. Volkswagen also interfered with another proposed sale to Planet Honda, resulting in that sale falling apart.

8. In October 2013, I was introduced to Michael LaMotta. Mr. LaMotta advised me that he had substantial experience in the automotive industry and had a relationship with NextGear Capital, who could be brought in to replace Volkswagen Credit as my floor plan lender.

9. On February 5, 2014, AAG and Altomare 22 entered into a Management and Acquisition Agreement with Mr. LaMotta and Fil, Inc.

10. The Management Agreement, at paragraph 9, page 6, provides that any ownership or membership interest to be granted to Fil, Inc. would only "be earned and vested at the end of the third year of this Agreement". The third year of the Agreement would not occur until February 2017. Therefore, as of the present date, even if Fil, Inc. was entitled to an ownership interest or membership interest, in AAG and Altomare 22 (which I strongly contest), such interest would not be earned or vest until February 2017.

11. Almost from the outset, issues arose with Fil, Inc. and Mr. LaMotta and his partner, Mike Wymard.

12. First, Mr. LaMotta brought in NextGear to replace Volkswagen Credit on far more costly and onerous terms. Next Mr. LaMotta talked me into selling warranties to customers and self-insuring the policies with funds that the dealership did not have, thus creating tremendous liability for the dealership. The dealership was selling service contracts and road hazard contracts without safeguarding the interests of the dealership.

13. Mr. LaMotta allowed his special financial manager to power book deals and contracts to special finance institutions that declined to do future business with Union Volkswagen because of it.

14. Mr. LaMotta hired his sister as the receptionist, his stepson as a lot manager, his wife as an inventory manager, his step cousin as a finance manager, his friend Mike Wymard as the used car manager, and instituted pay plans for employees and managers that the dealership could not support. Mr. LaMotta ordered 460 cars from Volkswagen, against my recommendation. 460 cars represents a nine month supply for the dealership. The reason that LaMotta wanted the cars was to create a cash flow and give the illusion of a false profit. More than 80 of those cars became leftovers and created a loss of more than $600,000.00. LaMotta put

in service 50 loaner vehicles to show Volkswagen we were selling more cars, creating a problem with curtailment fees and interest to support that expense.

15. Mr. LaMotta did not wish me to be at the dealership. For the first several months, I complied with his wishes and let him run the show.

16. During the month of September 2014, I learned that LaMotta began to come to the office with his partner, Mike Wymard, early in the morning and leave by 10:30 a.m. Many days, they would leave after lunch and never return to the dealership.

17. Eventually, I began to come in to the dealership around 11:00 a.m. and found that LaMotta and Wymard frequently didn't show up at the dealership at all or only for a couple of days a week. I would ask Mr. LaMotta's sister, Michelle LaMotta, who was the receptionist, where her brother was and I always got an answer that she didn't know, perhaps he was at the auction.

18. I later learned that while LaMotta and Wymard were supposed to be devoting their attention to Union Volkswagen, they were in fact starting their own automobile warranty company.

19. I tried to obtain a corporate American Express card for LaMotta, but American Express would not approve him, because of his past financial failures. Instead, LaMotta used his wife's Nordstrom credit card to cover business expenses.

20. LaMotta purchased a gas burning grill for his house, a $1,500.00 Apple Laptop Computer, charged restaurant bills for $1,200.00 on one Sunday at two different restaurants all charged to AAG. He charged restaurant bills for breakfast, lunch and dinner. He also received reimbursement for gas for his wife and his stepson's cars.

21. In his suit, LaMotta asserts that I didn't purchase a $5 million life insurance policy for him. I contacted my personal life insurance agent, who communicated several times with Mr. LaMotta. The insurance agent asked Mr. LaMotta to get a physical with a doctor, but LaMotta refused.

22. During the month of October, 2014, LaMotta promoted a finance manager, Tom Hummel, who was unqualified to run the dealership, to general manager, and brought Tom's salary to $3,000.00 a week. He did this so that he and Mr. Wymard could go out and enlist dealers in their new warranty company.

23. Also in October 2014, Wymard left the company (he told us he was going back to college to get his CPA degree). LaMotta asked to continue to pay Wymard his $3,000.00 per week salary, asserting that Wymard was managing the used car department from his house and working day and night to teach two of my employees how to manage the used car inventory. For ten weeks, Wymard received $3,000.00 per week, until I refused to sign his payroll check. Eventually, we had learned that Wymard's story of going back to college was untrue and that Wymard and LaMotta were in business together in a warranty business, all engineered while they were supposed to be working for the benefit of Union Volkswagen.

24. Mr. LaMotta was supposed to ask me for consent on purchases over $15,000.00, but on a few occasions, I received a call from my bank asking me if it was ok to issue Mr. LaMotta a bank check. On one of those occasions, Mr. LaMotta lied to me that he was at the bank to get a bank check to purchase a Porsche Boxster for Union Volkswagen inventory. That Porsche never came to the dealership. Instead, Mr. LaMotta had the Porsche transported to his home garage. One of my employees happened to be at Mr. LaMotta's house and saw the Porsche in his garage.

25. Mr. LaMotta was supposed to have told me if a car was being sold at a substantial loss. Not only did he not tell me, but Mr. LaMotta sold two Porsche 911s for a total loss of $58,000.00 to his partner's wife, Mrs. Wymard, so that they could resell the cars and split the money. When I found out about these thefts, I went to the Police and pressed charges against LaMotta and Wymard.

26. Mr. Wymard called me after he found out I had pressed charges and offered to send the $58,000.00 back, because he didn't want a criminal record.

27. Mr. LaMotta also sold an Aston Martin, at a loss of more than $16,000.00, to his friend, Jared Smith, who works for our floor plan lender, NextGear Capital.

28. Mr. LaMotta put the dealership banking and motor vehicle licenses in jeopardy by submitting to AmeriCredit Bank a contract to finance his own Porsche Boxster, with an SUV trade-in that was property of Union Volkswagen, in order to pay less taxes to the State of New Jersey.

29. On Friday, January 29, 2015 at 2:30 p.m., I met with Mr. LaMotta and my CFO, Anthony Ferrera. At that meeting, Mr. LaMotta told us that once he learned of the financial difficulties of Union Volkswagen, he had concluded that it would never be profitable and that it was too much work for him. He told us that he had "better fishes to fry". Mr. LaMotta walked out of the dealership that day and never returned.

30. On Tuesday, February 3, 2015, Mr. LaMotta asked to meet me and Mike Wymard for dinner and offered to buy Union Volkswagen for $500,000.00.

31. On March 23, 2015, Mr. Bisogno sent Fil, Inc. the letter attached hereto as Exhibit "A", asserting that Mr. LaMotta had terminated the agreement on January 29, 2015.

32. In April 2015, Mr. LaMotta requested arbitration under the Management Agreement. During the process of selection of an arbitrator, the arbitration was stayed by the consent of all parties.

33. Notwithstanding the fact that there was a pending arbitration, Fil, Inc. filed suit in Morris County, asserting that a sale of the dealership was imminent and seeking certain restraints. This information with regard to the proposed imminent sale of the dealership was erroneous.

34. I believe that AAG and Altomare 22 have very significant and strong claims against Fil, Inc. and Mr. LaMotta. I intend to pursue those claims through the bankruptcy process.

35. As acknowledged by the lawyers for Fil, Inc. at paragraph 28 of their Motion, both AAG and Altomare 22 are "manager-managed" limited liability companies. As also acknowledged by Fil, Inc., I am designated as the sole manager of each entity.

36. Fil, Inc. never acquired an ownership interest in AAG or Altomare 22. Even if such an ownership interest had been acquired, I would still remain the managing member of the LLCs and fully entitled to take all necessary action, including causing the filing of the within Chapter 11 cases.

37. Clearly, these Chapter 11 cases should not be dismissed. Indeed, even if Fil, Inc. was to prevail in asserting an ownership interest against AAG or Altomare 22, the value of such ownership interest would be diminished if these Chapter 11 cases were not permitted to proceed and a sale thereunder consummated.

38. Should the Court find that arbitration of the issue of ownership of AAG or Altomare 22 is warranted, I would ask the Court to delay such arbitration until the pending sale has been consummated.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

ANTHONY ALTOMARE

Dated: August 8, 2016.