

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO.: 20-CV-81205-RAR**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS
GROUP, INC. d/b/a PAR FUNDING, *et al.*

Defendants.

**RECEIVER, RYAN K. STUMPHAUZER’S RESPONSE TO NON-PARTY,
AGM CAPITAL FUND I, LLC’S AND AGM CAPITAL FUND II, LLC’S
OBJECTIONS TO SUBPOENA DUCES TECUM, MOTION FOR PROTECTIVE
ORDER AND MOTION TO QUASH, OR, IN THE ALTERNATIVE, MOTION FOR
THE FEES NECESSARY TO RESPOND TO THE SUBPOENA**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of the Receivership Entities,¹ by and through undersigned counsel, files this Response to Non-Party, AGM Capital Fund I, LLC’s (“AGM I”) Objections to Subpoena Duces Tecum, Motion for Protective Order and Motion to Quash, or, in the Alternative, Motion for the Fees Necessary to Respond to the Subpoena (the “AGM I Motion”) (ECF No. 294) and AGM Capital Fund II, LLC’s (“AGM II”)² Objections

¹ The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a Par Funding (“Par Funding”); Full Spectrum Processing, Inc. (“Full Spectrum”); ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan; ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC; ABFP Income Fund, LLC; ABFP Income Fund 2, L.P.; United Fidelis Group Corp.; Fidelis Financial Planning LLC; Retirement Evolution Group, LLC; RE Income Fund LLC; RE Income Fund 2 LLC; ABFP Income Fund 3, LLC; ABFP Income Fund 4, LLC; ABFP Income Fund 6, LLC; ABFP Income Fund Parallel LLC; ABFP Income Fund 2 Parallel; ABFP Income Fund 3 Parallel; ABFP Income Fund 4 Parallel; and ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Fund 2 LP; and MK Corporate Debt Investment Company LLC.

² AGM I and AGM II are referred to, collectively, in this Response as the “AGM Funds.”

to Subpoena Duces Tecum, Motion for Protective Order and Motion to Quash, or, in the Alternative, Motion for the Fees Necessary to Respond to the Subpoena (“AGM II Motion”) (ECF No. 295) (the AGM I Motion and AGM II Motion are referred to, collectively, as the “Motions”).

I. Introduction and Factual Background.

In the Amended Order Appointing Receiver (“Receivership Order”) (ECF No. 141), the Court tasked the Receiver with responsibility for, among other things, marshaling and preserving all assets of the Receivership Entities and distributing funds to creditors and investors of the Receivership Entities. To that end, the Court has directed the Receiver to identify all known creditors and investors of the Receivership Entities, communicate with those investors, and present a plan to the Court that will achieve the fair, reasonable, and efficient recovery and distribution of the assets of the Receivership Entities. (Receivership Order, ¶¶ 10(E), 40, 52-54).

The Receiver is receiving an extraordinary number of phone calls, emails, and other inquiries from individuals who have identified themselves as investors of the Receivership Entities. Many of these investors did not invest directly in Par Funding; rather, they pooled their money in various investment funds that then invested in Par Funding (“Investment Funds”). In order to carry out his duties, the Receiver must be able to develop a comprehensive list of all investors, verify the manner in which these investors invested their money, obtain and verify appropriate documentation reflecting the amounts these investors are claiming that the Receivership Entities owe them, and then present to the Court and administer a plan for the fair and equitable distribution of assets to investors.

It is with this backdrop that the Receiver prepared subpoenas duces tecum and served them on various creditors and investors that the Receiver was able to identify through his review of the books and records of the Receivership Entities, including on several dozen Investment Funds.

AGM I and AGM II are two of the Investment Funds that received these subpoenas (the “Subpoenas”). Copies of these Subpoenas, which were not attached to the Motions, are attached hereto as Exhibit 1 and Exhibit 2, respectively.

In the Subpoenas, the Receiver is seeking information from the AGM Funds that is directly pertinent to his charged duty of identifying and assessing claims from investors, including documents and communications: (1) “sufficient to identify investors,” (2) “sufficient to identify the amounts of money transferred by any investor to” the Investment Funds, and (3) “concerning agreements to transfer funds to any of the Receivership Entities.”³ (Exhs. 1 and 2, at Attachment A, Req. 1-3). The Receiver also requested information pertaining to the claims at issue in this litigation, including representations made and information provided to investors.⁴ (*Id.*, Req. 4-8). Finally, the Receiver has requested corporate and financial records about the Investment Funds so that he can verify the flow of funds relating to the Receivership Entities through these Investment Funds, including amounts transferred to and from the individual investors.⁵ (*Id.*, Req. 9-16).

II. The AGM Funds violated Local Rule 7.1(a)(3) by failing to engage in any meaningful meet and confer efforts before filing the Motions.

On September 24, 2020, an attorney from the New York law firm of Moritt Hock & Hamroff LLP (“MHH”) contacted the Receiver and advised that he would be representing the AGM Funds in connection with responding to the Subpoenas. On that very same day, undersigned

³ These categories of documents are directly relevant to the Receiver’s obligation to identify “all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.” (Receivership Order, at ¶ 10(E)).

⁴ These categories of documents are directly relevant to the Securities and Exchange Commission’s allegations in the Complaint regarding representations made to investors about the investment in Par Funding (Complaint, at ¶¶ 154-267).

⁵ The Court has charged the Receiver with, among other things, responsibility for identifying the current location of all investor funds and “to use reasonable efforts to determine the nature, location and value of all . . . claims . . . the Receivership Entities own, possess, have a beneficial interest in, or control directly or indirectly.” (Receivership Order, at ¶¶ 7(B), 10(E)).

counsel for the Receiver spoke with the MHH attorney, engaged in a good faith discussion about the timing for the production of responsive documents, and granted a 2-week extension of time for the AGM Funds to respond to these Subpoenas, which extended the deadline from September 30, 2020, through October 14, 2020.

Much to the Receiver's surprise, another attorney contacted the Receiver on behalf of the AGM Funds on September 30, 2020 (the original compliance deadline), at 3:15 p.m., and stated:

I have been retained by AGM Capital Fund I and AGM Capital Fund II regarding the subpoenas you issued. I would like to see if we can resolve a number of my clients concerns related to your subpoena. Please call me back on my direct line below.

Undersigned counsel for the Receiver responded to this email that very same day at 4:52 p.m., and offered to have a discussion regarding any of the AGM Funds' concerns about the Subpoenas. Attached as Exhibit 3 is a copy of the email exchange between counsel for the AGM Funds and counsel for the Receiver.

At 4:59 p.m., this new attorney for the AGM Funds called undersigned counsel and advised that he would be filing the Motions that day. Undersigned counsel responded that the Receiver previously granted the AGM Funds a two-week extension of time to respond to the Subpoenas, and that the Receiver was willing to engage in additional meet and confer efforts to resolve any potential objections to the scope of the Subpoenas. Counsel for the AGM Funds replied, however, that his clients had already authorized the filing of the Motions, and that it was too late in the day to change course. As a result, the AGM Funds proceeded with filing the Motions, which were filed prior to 6:00 p.m. on September 30, 2020, less than one hour after this discussion occurred.

The AGM Funds have represented in the meet and confer certification on the Motions that they were required to file the Motions as a result of the short time window between the retention of the new attorney and the deadline to respond to the Subpoenas. In reality, however, any short

time window appears to have been the result of the AGM Funds' decision to prepare two 10-page Motions before even attempting to confer with the Receiver about these objections.

Additionally, when the meet and confer discussion occurred, the Receiver's counsel made clear that the Receiver had already granted an extension of time for the AGM Funds to respond to the Subpoenas. The Receiver's counsel also stated that the Receiver was willing to discuss and attempt to resolve any of the AGM Funds' objections to the Subpoenas. Nevertheless, despite the AGM Funds' representation in their meet and confer certification that they have "agreed [with the Receiver] to continue to attempt to resolve the pending discovery dispute set forth herein in the coming days," counsel for the AGM Funds has not contacted or made any additional efforts to confer with the Receiver in an effort to resolve the issues raised in the Motions.

Failure to comply with Local Rule 7.1, including a failure to engage in a meaningful conferral with those who may be affected by the relief sought in a motion, "may be cause for the Court to grant or deny the motion and impose on counsel an appropriate sanction, which may include an order to pay the amount of the reasonable expenses incurred because of the violation, including a reasonable attorney's fee." Local Rule 7.1(a)(3). Counsel for the AGM Funds spoke with counsel for the Receiver less than one hour before filing the Motions and made clear during that call that the AGM Funds would be filing the Motions regardless of the Receiver's prior extension of time and despite the Receiver's offer to continue to engage in discussions about any potential objections to the Subpoenas. Under these circumstances, the Court would be justified in denying the Motions based on this failure to comply with Local Rule 7.1(a)(3).⁶ As described

⁶ See *Royal Bahamian Ass'n, Inc. v. QBE Ins. Corp.*, 744 F. Supp. 2d 1297, 1303 (S.D. Fla. 2010) (awarding attorneys' fees to non-moving party based on moving party's failure to comply with Local Rule 7.1(a)(3)); *Gomez v. 1131 Kent, LLC*, 18-24133-CIV, 2019 WL 498745, at *3 (S.D. Fla. Feb. 8, 2019) (denying motion based on failure to make reasonable efforts to confer in good

further below, however, there are sufficient grounds for the Court to deny the Motions based on the merits and, thus, it need not strike or dismiss these Motions as a result of this violation.

III. The AGM Funds can deliver documents to the Receiver electronically.

The Receiver indicated in the Subpoenas that the AGM Funds should deliver all responsive documents to the Receiver by electronic means. The Receiver also provided an email address to which the AGM Funds was requested to deliver notification to the Receiver of the electronic delivery of these documents. (Subpoenas at 1). Nevertheless, the AGM Funds are challenging the Subpoenas on the basis that they violate Rule 45 of the Federal Rules of Civil procedure, which allows a party serving a subpoena to command the production of the responsive documents “at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person.” Fed. R. Civ. P. 45(c)(2)(A). The Court should reject this argument, as it is not supported by this rule or case law interpreting the 100-mile geographical limit.

Courts regularly conclude “that Rule 45(c)(2)(A)’s 100-mile boundary is not violated ‘where, as here, the subpoenaed person is not instructed to also appear at the production location along with the requested documents.’” *Dippel v. S.C. Farm Bureau*, 4:16-CV-1605-RBH-TER, 2018 WL 5763690, at *1 (D.S.C. Nov. 2, 2018), *aff’d sub nom. Dippel v. S.C. Farm Bureau Mut. Ins. Co.*, 416CV01605RBH-TER, 2019 WL 132881 (D.S.C. Jan. 8, 2019). Rather, because the requested documents can “be provided electronically or by other agreed-upon means,” there is no violation of the 100-mile limitation. *Curtis v. Progressive N. Ins. Co.*, CIV-17-1076-C, 2018 WL

faith before filing motion); *Katchmore Luhrs, LLC v. Allianz Glob. & Corp. Specialty*, 15-23420-CIV, 2016 WL 3580772, at *1 (S.D. Fla. June 28, 2016) (striking motion and entering an award of attorney’s fees for failure to comply with Local Rule 7.1(a)(3)); *Rogers v. Universal Court Reporting, Inc.*, 13-61653-CIV, 2014 WL 12628472, at *1 (S.D. Fla. Jan. 7, 2014) (denying motion based on violation of Local Rule 7.1(a)(3) and agreeing to consider non-moving party’s request for an award of attorneys’ fees for having to respond to the motion).

2976432, at *2 (W.D. Okla. June 13, 2018); *see also Mackey v. IDT Energy, Inc.*, 19 MISC. 29(PAE), 2019 WL 2004280, at *4 (S.D.N.Y. May 7, 2019) (“Federal courts have universally upheld, as consistent with the Rule, this production mode—in which the subpoenaed entity, at all times acting within 100 miles of its office, uploads documents for retrieval by counsel for the party who issued the subpoena.”).

To be clear, there is absolutely no need for the AGM Funds to travel to Miami to deliver these documents to the office of the Receiver. Rather, the Receiver made clear in the Subpoenas that he is amenable to receiving the documents by electronic means. The AGM Funds can also send these documents to the Receiver via U.S. Mail, another delivery service, or any other reasonable means. The Federal Rules are intended to promote the “just, speedy, and inexpensive determination of every action and proceeding.” Fed. R. Civ. P. 1. To that end, parties are encouraged to communicate and make reasonable arrangements to facilitate discovery, and not to file unnecessary motions that merely delay and increase the cost of litigation. *See* Fed. R. Civ. P. 45, Advisory Committee Notes to 2013 Amendment (noting that “parties often agree that production, particularly of electronically stored information, be transmitted by electronic means” and that “[s]uch arrangements facilitate discovery”).

Given that the Receiver has requested the AGM Funds to deliver the responsive documents to him electronically or by other mutually agreeable means, the Court should reject this argument and compel the AGM Funds to produce the documents as commanded in the Subpoenas.

IV. The Gramm–Leach–Bliley Act of 1999 and the Florida Constitution do not prohibit the AGM Funds from producing the responsive documents.

The AGM Funds next object to producing these records on the basis that the Gramm–Leach–Bliley Act of 1999 (“GLBA”) and other privacy rights granted under the Florida

Constitution prohibit them from producing information about their investors to the Receiver. These arguments are not supported by applicable law and should be rejected.

The GLBA, codified at 15 U.S.C. § 6801, *et seq.*, “generally prohibits a financial institution from ‘disclos[ing] to a nonaffiliated third party any nonpublic personal information’ ‘[e]xcept as otherwise provided.’” *In re Suzuki*, CIV. 14-00516 JMS, 2014 WL 6908384, at *4 (D. Haw. Dec. 5, 2014) (citing 15 U.S.C. § 6802(a)). Although the AGM Funds acknowledge that these restrictions on disclosing information under the GLBA are limited, they boldly suggest—without any legal support—that the Subpoenas do not fall within any applicable exceptions. To the contrary, the GLBA explicitly provides that its prohibitions against providing such information do not apply when disclosure is pursuant to “a properly authorized civil, criminal, or regulatory investigation, or subpoena,” or in “respon[se] to judicial process.” 15 U.S.C. § 6802(e); *see also Sierra Equity Group v. White Oak Equity Partners, LLC*, 672 F. Supp. 2d 1369, 1371 (S.D. Fla. 2009) (rejecting argument that GLBA prohibited disclosure of personal financial information and denying motion to quash subpoena or otherwise enter a protective order); *Suzuki*, 2014 WL 6908384, at *4 (holding that the GLBA authorizes the production of financial records in response to a properly authorized subpoena in a civil matter); *Tertiaryan v. Nissan Motor Acceptance Corp.*, CV 16-2029-GW (KS), 2017 WL 3576844, at *3 (C.D. Cal. July 5, 2017) (holding that “the GLBA does not provide a legal basis for quashing a properly executed subpoena”).

Similarly, although the AGM Funds are correct that “personal financial and banking records” are entitled to some degree of protection under the Florida Constitution, that protection “is not absolute.” *Santana v. RCSH Operations, LLC*, 10-61376-CIV, 2013 WL 12239127, at *2 (S.D. Fla. Jan. 22, 2013) (denying motion to quash subpoena seeking the production of personal financial and banking records that were relevant to the proceedings). Rather, a party who has been

served with a subpoena must produce documents if they are clearly relevant to the action. *Id.* As the Court is well aware, the categories of documents the Receiver is requesting through the Subpoenas—including the identity of investors, the amount of funds they invested (directly or indirectly) in Par Funding, representations made and information provided to investors, and the flow of funds relating to these investments in Par Funding—are matters that are directly relevant to these proceedings and the Receiver’s authorized duties under the Receivership Order.

The AGM Funds also rely upon caselaw from Florida’s Fourth District Court of Appeal to suggest that the Court should not permit the production of this financial information without first conducting an evidentiary hearing. Motion at 5-6. As courts in this district have held, however, an evidentiary hearing is not required “when the pleadings make clear that the information is relevant.” *TTT Foods Holding Co. LLC v. Namm*, 16-CV-81798, 2017 WL 4876209, at *2 (S.D. Fla. Jan. 19, 2017).⁷ The allegations in the Commission’s Complaint, together with the other filings, exhibits, and evidence the Court has considered thus far in this litigation, clearly establish that the information requested in the Subpoenas relating to investors in Par Funding is relevant to these proceedings. Accordingly, the AGM Funds’ arguments should be rejected.

V. The AGM Funds cannot resist production of the responsive documents simply because they claim to be victims of the alleged fraud scheme and because the requested documents may contain confidential information.

In Sections IV and V of the Motion, the AGM Funds argue that the Receiver should not be entitled to obtain the requested documents because they contain the AGM Funds’ confidential

⁷ Moreover, subsequent case law from various District Courts of Appeal in Florida has made clear that evidentiary hearings are not required in situations where the relevance of the discovery sought is clear from the record. *See TTT Foods Holding Co. LLC*, 2017 WL 4876209, at *2 (citing *Spry v. Prof'l Employer Plans*, 985 So. 2d 1187, 1188 (Fla. 1st DCA 2008); *Rowe v. Rodriguez-Schmidt*, 89 So. 3d 1101, 1103 (Fla. 2d DCA 2012)).

commercial information, which they believe to be irrelevant to the subject matter in this action. On that point, they argue that the documents are irrelevant because “the Complaint does not allege that [the AGM Funds] acted in concert with the Defendants’ purported scheme or had any knowledge of the same.” (Motion at 8-9). “If anything,” they suggest in the Motions, “AGM and its investors are victims of Defendants’ alleged fraudulent behavior.” (*Id.*)

This may be true. But even if that is the case, the AGM Funds have missed the mark with these arguments. The Receiver is not suggesting through the issuance of these Subpoenas that the AGM Funds were involved in a fraudulent scheme or should any way be liable to investors. Rather, as explained above, the Receiver is seeking information through these Subpoenas that will assist him in carrying out his authorized duties and responsibilities under the Receivership Order. This includes identifying all investors who may be victims of the alleged fraudulent scheme, determining who may have a claim to recover funds from the Receivership Entities, and tracing the funds that flowed to and from the Receivership Entities.

Hundreds of investors have already contacted the Receiver and will likely submit claims in these proceedings to recover their investments in Par Funding. Many of the investors who have contacted the Receiver have advised that they did not invest in Par Funding directly, but rather invested through the various Investment Funds. When it is time for the Receiver to oversee the claims process, it will be critical for the Receiver to understand how each claimant invested their money in Par Funding, as it will likely impact the manner in which the investor’s claim will be resolved.

To carry out his duties effectively, the Receiver must be able to ascertain who the various investors are in the different Investment Funds. Accordingly, any argument from the AGM Funds that the Receiver has no need to learn the identity of the investors in the AGM Funds is simply

without merit. Thus, “relevance” is not even a close call in this situation, and the AGM Funds’ mere suggestion that some of the requested documents may contain proprietary and confidential information” is not a proper basis to refuse to produce these documents to the Receiver. *Gamecraft, LLC v. Vector Putting, LLC*, 6:12-CV-51-ORL-28KRS, 2012 WL 12899018, at *3 (M.D. Fla. June 22, 2012) (“[I]t is not proper to refuse to produce discoverable information based on a general assertion that the information is confidential and proprietary.”)

VI. The AGM Funds have not demonstrated that compliance with the Subpoenas imposes an undue burden on them.

The AGM Funds further argue that the Subpoenas impose an undue burden on them because the only potentially relevant documents in their possession are communications with the Defendants. (Motion at 9-10). On this basis, the AGM Funds suggest that the Receiver should simply attempt to obtain those documents directly from the Defendants. As explained extensively above, however, the Subpoenas seek several categories of relevant documents, many of which go far beyond communications with the Defendants, and many of which are within the exclusive control of the AGM Funds. Moreover, the AGM Funds have presented no evidence whatsoever in support of their suggestion that compliance with the Subpoenas would be “‘unreasonable’ and ‘oppressive.’” (Motion at 9).

To the contrary, the Receiver has served nearly identical Subpoenas on several dozen other Investment Funds. Aside from the AGM Funds, none of these other Investment Funds have refused to produce documents on the basis that it would impose an undue burden. Rather, the Receiver has coordinated with these Investment Funds to make appropriate arrangements to allow them to upload and deliver these documents by electronic means or other mutually agreeable methods. The Receiver has also discussed and resolved with these other Investment Funds questions regarding the scope of the subpoenas, and has provided additional time for compliance

to any of the Investment Funds that have requested it. Additionally, many of the other Investment Funds have already produced responsive documents to the Receiver, and that process has been straight forward and without issue or complication.

Because the AGM Funds have not put forth any evidence to support this burden argument (and the Receiver's experience with other Investment Funds demonstrates the contrary), the Court should reject the AGM Fund's conclusory argument that it would be "unreasonable and oppressive" for them to produce the requested documents. *See Tomei v. Wm. Wrigley Jr. Co.*, 11-80749-CIV, 2011 WL 13228571, at *2 (S.D. Fla. Dec. 19, 2011) ("[T]he movant, even a non-party, has the burden of proof to demonstrate that compliance with the subpoena would be unreasonable and oppressive."); *TIC Park Ctr. 9, LLC v. Cabot*, 16-24569-CIV, 2017 WL 3099317, at *3 (S.D. Fla. Apr. 12, 2017) (denying motion to quash from non-party that failed to identify "any specific reasons why the requested documents are not relevant or why they are overly broad, unduly burdensome, or not subject to disclosure").

VII. The Court should reject the AGM Funds' request for an award of attorneys' fees and costs and, instead, require the AGM Funds to pay for the Receiver's time and expense in responding to the Motion.

The AGM Funds failed to advance any legitimate arguments in these Motions and, instead, have caused unnecessary motion practice that is distracting the Receiver from his core mission. To be sure, the Receiver is attempting to dedicate his time and resources to marshaling assets of and operating the Receivership Entities, and thereafter developing a plan for distribution of funds to investors and creditors of the Receivership Entities. Instead of focusing on those tasks, however, the Receiver has been forced to respond to these Motions from the AGM Funds.

Nevertheless, the AGM Funds indicate in their Motions that the Court should require the Receiver to pay the attorneys' fees and costs incurred by the AGM Funds because "the Receiver

took no steps to avoid imposing an undue burden and expense on” the AGM Funds. (Motion at 10). As explained above, this could not be further from the truth. Given the frivolousness of the arguments in the Motions, coupled with the AGM Funds’ failure to engage in meaningful efforts to meet and confer with the Receiver before filing these Motions, the Court should not only reject this request, it should award the Receiver the fees he has incurred in responding to these Motions.

VIII. Conclusion.

WHEREFORE, Ryan K. Stumphauzer, as Court-Appointed Receiver, opposes the relief requested in the Motions and respectfully requests this Honorable Court to (1) deny the Motions, (2) order the AGM Funds to respond to the Subpoenas and produce responsive documents to the Receiver, and (3) require the AGM Funds to pay the reasonable attorneys’ fees the Receiver has incurred in connection with responding to these Motions and obtaining compliance with the Subpoenas from the AGM Funds.

Dated: October 14, 2020

Respectfully Submitted,

**STUMPHAUZER FOSLID SLOMAN
ROSS & KOLAYA, PLLC**
Two South Biscayne Blvd., Suite 1600
Miami, FL 33131
Telephone: (305) 614-1400

By: /s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA
Florida Bar No. 056140
tkolaya@sfslaw.com

Co-Counsel for Receiver

**PIETRAGALLO GORDON ALFANO
BOSICK & RASPANTI, LLP**
1818 Market Street, Suite 3402
Philadelphia, PA 19103
Telephone: (215) 320-6200
Facsimile: (215) 981-0082

By: /s/ Gaetan J. Alfano

GAETAN J. ALFANO
Pennsylvania Bar No. 32971
(Admitted Pro Hac Vice)
GJA@Pietragallo.com
DOUGLAS K. ROSENBLUM
Pennsylvania Bar No. 90989
(Admitted Pro Hac Vice)
DKR@Pietragallo.com

Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 14, 2020, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA

Exhibit “1”

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Securities and Exchange Commission

Plaintiff

v.

Complete Business Solutions Group, Inc. et al

Defendant

Civil Action No. 20-cv-81205-RAR

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: AGM Capital Fund c/o Vinnie Carmada

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Attachment "A".

Table with 2 columns: Place (Via e-mail to rstumphauzer@sflaw.com, or to Stumphauzer Foslid Sloman Ross & Kolaya, PLLC, Two S. Biscayne Blvd., Ste. 1600, Miami, FL, 33131) and Date and Time (09/30/2020 at 5:00 p.m.)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (both empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 09/10/2020

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Ryan K. Stumphauzer, Esq.

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Receiver, who issues or requests this subpoena, are:

Ryan K. Stumphauzer, Two S. Biscayne Blvd., Ste. 1600, Miami, FL, 33131, rstumphauzer@sflaw.com, (305)614-1400

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

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PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

_____ *Printed name and title*

_____ *Server's address*

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

ATTACHMENT “A” SCHEDULE OF DOCUMENTS TO BE PRODUCED

DEFINITIONS

1. “Action” means the lawsuit captioned *SEC v. Complete Business Solutions Group, Inc. d/b/a Par Funding, et al.*, Case No. 20-CIV-81205, filed July 24, 2020, currently pending in the United States District Court for the Southern District of Florida.

2. “Communication” means any transmission, conveyance, or exchange of information whether by written, oral, electronic, or other means, including electronically stored information.

3. “Concerning” means constituting, referring to, relating to, pertaining to, involving, discussing, mentioning, or otherwise bearing any logical relation to the specified subject matter.

4. “Document(s)” means, without limitation, any written, printed, typed, photographed, recorded, or otherwise reproduced or stored communication or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols, or any combination thereof. This definition includes drafts and originals and copies or duplicates contemporaneously or subsequently created which have any non-conforming notes or other markings and the backsides of any communication or representation which contains any of the above. This definition also includes any attachments or enclosures, and includes any document stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form.

5. “Investor” means any individual or entity who transferred funds to you that were (a) provided to you for the purpose of investment with one of the Receivership Entities, or (b) thereafter transferred to one of the Receivership Entities.

6. “Receivership Entities” include: Complete Business Solutions Group, Inc. d/b/a Par Funding, Full Spectrum Processing, Inc., ABetterFinancialPlan.com LLC d/b/a A Better Financial

Plan, ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC, ABFP Income Fund, LLC, ABFP Income Fund 2, L.P., United Fidelis Group Corp., Fidelis Financial Planning LLC, Retirement Evolution Group, LLC, RE Income Fund LLC, RE Income Fund 2 LLC; and the following related entities: ABFP Income Fund 3, LLC, ABFP Income Fund 4, LLC, ABFP Income Fund 6, LLC, ABFP Income Fund Parallel LLC, ABFP Income Fund 2 Parallel, ABFP Income Fund 3 Parallel, ABFP Income Fund 4 Parallel, and ABFP Income Fund 6 Parallel.

7. “You” or “your” means AGM Capital Fund and any agent or affiliate thereof.

INSTRUCTIONS

1. You are required to respond to these requests in accordance with the Federal Rules of Civil Procedure and the Southern District of Florida’s Local Rules.

2. In complying with these requests, you are required to produce all documents and things specified herein in your possession or custody, under your control, or otherwise available to you. These requests are continuing in nature; you must make supplementary productions when and if you obtain additional documents or things or different versions of a document or thing.

3. If any documents or things requested herein have been but are no longer in your possession, custody, or control, state what disposition was made of them and when, and identify the person(s) or entity(ies) responsible for or otherwise involved in such disposition. If any documents or things requested herein have been lost or destroyed, describe in detail the circumstances of such loss or destruction and identify, to the extent possible, each lost or destroyed document or thing and all files that contained such documents or things.

4. If you cannot comply with any request in full, you shall comply with it to the extent

possible and provide a complete explanation as to why full compliance is not possible.

5. Whenever a request is stated in the conjunctive, you shall also take it in the disjunctive, and vice versa. Whenever a request is stated in the singular, you shall also take it to mean the plural, and vice versa.

6. If you assert any claim of privilege or work product protection as to any requested document (or portion thereof), you shall provide, at the time of production, a privilege log separately and specifically identifying each such document (or portion thereof) by date, author, recipient, persons copied, and general description of the subject matter of the document, along with a statement of the specific privilege claimed and its basis. You shall update this privilege log as you supplement your production.

7. Unless otherwise stated in a specific request below, the operative time frame for your responses is from January 1, 2015 to the present.

DOCUMENT REQUESTS

1. All documents and communications sufficient to identify investors.
2. All documents and communications sufficient to identify the amounts of money transferred by any investor to you.
3. All documents and communications concerning agreements for you to transfer funds, whether directly or indirectly, to any of the Receivership Entities.
4. All signed private placement memorandums that you received from investors.
5. All applications or forms completed by investors or prospective investors.
6. All documents and communications that include information about investors including, but not limited to, age, address, gender, social security number, marital status, assets, and occupation.

7. All documents, communications and marketing materials provided to prospective investors.

8. All documents and communications concerning disclosures provided to investors and prospective investors.

9. Documents and communications sufficient to identify all bank accounts and other sources to which investor funds were transferred or deposited.

10. All of your corporate records, including, but not limited to, (a) bylaws; (b) articles of incorporation, (c) meeting minutes, (d) agendas, (e) summaries, (f) organizational charts, (g) lists of affiliated individuals and entities, (h) operating agreements or formation documents, including any amendments thereto, and (i) resolutions or agreements.

11. All documents and communications relating to your ownership in any property, including, but not limited to: (a) all checking and savings accounts; (b) stocks, bonds, and other securities, (c) accounts receivable, and (d) judgments.

12. All bank statements and other bank documents from January 1, 2015 to present.

13. All federal and state corporate tax returns that you have filed from January 1, 2015 to present.

14. All documents concerning any bank or other financial account over which you had signatory authority or other control at any time during the period from January 1, 2015 to present, including, but not limited to: (a) monthly, quarterly, or other periodic statements; (b) cancelled checks; (c) deposit slips; and (d) wire transfers.

15. Copies of all financial statements prepared by you or on your behalf from January 1, 2015 to present.

16. Copies of your general ledger any subledgers from January 1, 2015 to present.

Exhibit “2”

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

Securities and Exchange Commission

Plaintiff

v.

Complete Business Solutions Group, Inc. et al

Defendant

Civil Action No. 20-cv-81205-RAR

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: AGM Capital Fund 2 c/o Vinnie Carmada

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Attachment "A".

Table with 2 columns: Place (Via e-mail to rstumphauzer@sflaw.com, or to Stumphauzer Foslid Sloman Ross & Kolaya, PLLC, Two S. Biscayne Blvd., Ste. 1600, Miami, FL, 33131) and Date and Time (09/30/2020 at 5:00 p.m.)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (both empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 09/10/2020

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk OR /s/ Ryan K. Stumphauzer, Esq. Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Receiver, who issues or requests this subpoena, are:

Ryan K. Stumphauzer, Two S. Biscayne Blvd., Ste. 1600, Miami, FL, 33131, rstumphauzer@sflaw.com, (305)614-1400

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 20-cv-81205-RAR

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

_____ *Printed name and title*

_____ *Server's address*

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

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(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

ATTACHMENT “A” SCHEDULE OF DOCUMENTS TO BE PRODUCED

DEFINITIONS

1. “Action” means the lawsuit captioned *SEC v. Complete Business Solutions Group, Inc. d/b/a Par Funding, et al.*, Case No. 20-CIV-81205, filed July 24, 2020, currently pending in the United States District Court for the Southern District of Florida.

2. “Communication” means any transmission, conveyance, or exchange of information whether by written, oral, electronic, or other means, including electronically stored information.

3. “Concerning” means constituting, referring to, relating to, pertaining to, involving, discussing, mentioning, or otherwise bearing any logical relation to the specified subject matter.

4. “Document(s)” means, without limitation, any written, printed, typed, photographed, recorded, or otherwise reproduced or stored communication or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols, or any combination thereof. This definition includes drafts and originals and copies or duplicates contemporaneously or subsequently created which have any non-conforming notes or other markings and the backsides of any communication or representation which contains any of the above. This definition also includes any attachments or enclosures, and includes any document stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form.

5. “Investor” means any individual or entity who transferred funds to you that were (a) provided to you for the purpose of investment with one of the Receivership Entities, or (b) thereafter transferred to one of the Receivership Entities.

6. “Receivership Entities” include: Complete Business Solutions Group, Inc. d/b/a Par Funding, Full Spectrum Processing, Inc., ABetterFinancialPlan.com LLC d/b/a A Better Financial

Plan, ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC, ABFP Income Fund, LLC, ABFP Income Fund 2, L.P., United Fidelis Group Corp., Fidelis Financial Planning LLC, Retirement Evolution Group, LLC, RE Income Fund LLC, RE Income Fund 2 LLC; and the following related entities: ABFP Income Fund 3, LLC, ABFP Income Fund 4, LLC, ABFP Income Fund 6, LLC, ABFP Income Fund Parallel LLC, ABFP Income Fund 2 Parallel, ABFP Income Fund 3 Parallel, ABFP Income Fund 4 Parallel, and ABFP Income Fund 6 Parallel.

7. “You” or “your” means AGM Capital Fund 2 and any agent or affiliate thereof.

INSTRUCTIONS

1. You are required to respond to these requests in accordance with the Federal Rules of Civil Procedure and the Southern District of Florida’s Local Rules.

2. In complying with these requests, you are required to produce all documents and things specified herein in your possession or custody, under your control, or otherwise available to you. These requests are continuing in nature; you must make supplementary productions when and if you obtain additional documents or things or different versions of a document or thing.

3. If any documents or things requested herein have been but are no longer in your possession, custody, or control, state what disposition was made of them and when, and identify the person(s) or entity(ies) responsible for or otherwise involved in such disposition. If any documents or things requested herein have been lost or destroyed, describe in detail the circumstances of such loss or destruction and identify, to the extent possible, each lost or destroyed document or thing and all files that contained such documents or things.

4. If you cannot comply with any request in full, you shall comply with it to the extent

possible and provide a complete explanation as to why full compliance is not possible.

5. Whenever a request is stated in the conjunctive, you shall also take it in the disjunctive, and vice versa. Whenever a request is stated in the singular, you shall also take it to mean the plural, and vice versa.

6. If you assert any claim of privilege or work product protection as to any requested document (or portion thereof), you shall provide, at the time of production, a privilege log separately and specifically identifying each such document (or portion thereof) by date, author, recipient, persons copied, and general description of the subject matter of the document, along with a statement of the specific privilege claimed and its basis. You shall update this privilege log as you supplement your production.

7. Unless otherwise stated in a specific request below, the operative time frame for your responses is from January 1, 2015 to the present.

DOCUMENT REQUESTS

1. All documents and communications sufficient to identify investors.
2. All documents and communications sufficient to identify the amounts of money transferred by any investor to you.
3. All documents and communications concerning agreements for you to transfer funds, whether directly or indirectly, to any of the Receivership Entities.
4. All signed private placement memorandums that you received from investors.
5. All applications or forms completed by investors or prospective investors.
6. All documents and communications that include information about investors including, but not limited to, age, address, gender, social security number, marital status, assets, and occupation.

7. All documents, communications and marketing materials provided to prospective investors.

8. All documents and communications concerning disclosures provided to investors and prospective investors.

9. Documents and communications sufficient to identify all bank accounts and other sources to which investor funds were transferred or deposited.

10. All of your corporate records, including, but not limited to, (a) bylaws; (b) articles of incorporation, (c) meeting minutes, (d) agendas, (e) summaries, (f) organizational charts, (g) lists of affiliated individuals and entities, (h) operating agreements or formation documents, including any amendments thereto, and (i) resolutions or agreements.

11. All documents and communications relating to your ownership in any property, including, but not limited to: (a) all checking and savings accounts; (b) stocks, bonds, and other securities, (c) accounts receivable, and (d) judgments.

12. All bank statements and other bank documents from January 1, 2015 to present.

13. All federal and state corporate tax returns that you have filed from January 1, 2015 to present.

14. All documents concerning any bank or other financial account over which you had signatory authority or other control at any time during the period from January 1, 2015 to present, including, but not limited to: (a) monthly, quarterly, or other periodic statements; (b) cancelled checks; (c) deposit slips; and (d) wire transfers.

15. Copies of all financial statements prepared by you or on your behalf from January 1, 2015 to present.

16. Copies of your general ledger any subledgers from January 1, 2015 to present.

Exhibit “3”

From: [Timothy Kolaya](#)
To: "biard.b@wsslip.com"
Subject: RE: SEC v Complete Business Solution Group, Inc. et al.
Date: Wednesday, September 30, 2020 4:52:00 PM
Attachments: [image001.png](#)

Ben – Ryan Stumphauzer forwarded me your email regarding the subpoenas issued to AGM Capital Fund I and AGM Capital Fund II. Please call me at your convenience.

Regards,

Tim Kolaya



TIMOTHY A. KOLAYA
PARTNER

DIRECT 305. 614. 1405
MAIN 305. 614. 1400
MOBILE 305. 321. 3055
E-MAIL TKOLAYA@SFSLAW.COM
WEB WWW.SFSLAW.COM

ONE BISCAYNE TOWER
2 SOUTH BISCAYNE BOULEVARD
SUITE 1600
MIAMI, FL 33131

From: Benjamin J. Biard <biard.b@wsslip.com>
Sent: Wednesday, September 30, 2020 3:15 PM
To: rstumphauser@sfslaw.com
Cc: Zack Knoblock
Subject: SEC v Complete Business Solution Group, Inc. et al.

Ryan,
I have been retained by AGM Capital Fund I and AGM Capital Fund II regarding the subpoenas you issued. I would like to see if we can resolve a number of my clients concerns related to your subpoena. Please call me back on my direct line below.

Regards,

Ben

Benjamin J. Biard, Esq.
Winget, Spadafora & Schwartzberg, LLP
14 NE 1st Avenue, Suite 600
Miami, Florida 33132
305-830-0604 (direct)
305-830-0600 (main)
305-830-0601 (facsimile)
biard.b@wsslip.com
www.wsslip.com



PLEASE NOTE THIS MESSAGE IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR OTHERWISE PROTECTED FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT OR OTHERWISE HAVE RECEIVED THIS EMAIL IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY BY RETURN EMAIL AND DELETE THIS MESSAGE AND ALL ATTACHMENTS FROM YOUR COMPUTER SYSTEM.

IRS CIRCULAR 230 DISCLOSURE: TO ENSURE COMPLIANCE WITH U.S. TREASURY REGULATIONS GOVERNING TAX PRACTICE, WE INFORM YOU THAT ANY U.S. TAX ADVICE CONTAINED IN THIS COMMUNICATION (INCLUDING ATTACHMENTS) WAS NOT WRITTEN TO BE USED FOR AND CANNOT BE USED FOR (I) PURPOSES OF AVOIDING ANY TAX RELATED PENALTIES THAT MAY BE IMPOSED UNDER FEDERAL TAX LAWS OR (II) THE PROMOTION, MARKETING OR RECOMMENDING TO ANOTHER PARTY OF ANY TRANSACTION OR MATTER ADDRESSED HEREIN.

THE INFORMATION IN THIS E-MAIL AND IN ANY ATTACHMENTS IS CONFIDENTIAL AND MAY BE PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DESTROY THIS COMMUNICATION AND NOTIFY THE SENDER IMMEDIATELY. YOU SHOULD NOT RETAIN, COPY OR USE THIS E-MAIL FOR ANY PURPOSE, NOR DISCLOSE ALL OR ANY PART OF ITS CONTENTS TO ANY OTHER PERSON OR PERSONS.