

**IN THE 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 UNOPPOSED
MOTION TO APPROVE RETAINED PROFESSIONALS**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of the Receivership Entities,¹ by and through undersigned counsel, hereby files this Unopposed Motion to Approve Retained Professionals and states as follows:

1. On July 24, 2020, the Securities and Exchange Commission (“SEC”) filed its Complaint for Injunctive and Other Relief [DE 1].

¹ The “Receivership Entities” are 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; 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. On July 24, 2020, the SEC also filed a Motion for Appointment of Receiver [D.E. 4] requesting the Court to appoint Ryan K. Stumphauzer as Receiver for the Receivership Entities.

3. On July 27, 2020, the Court entered an Order Granting the SEC's Motion for Appointment of Receiver ("Receivership Order") [D.E. 36]. On July 31, 2020, the Court entered an Order Granting Plaintiff's Urgent Motion to Amend Order Appointing Receiver to Include Litigation Injunction (the "Amended Receivership Order") [D.E. 56]. Then, on August 13, 2020, the Court entered the Amended Order Appointing Receiver [ECF No. 141] (the "Receivership Order").

4. The Receivership Order, which is the operative order setting forth the Receiver's duties and responsibilities, authorizes the Receiver to "engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, . . . attorneys." Receivership Order at ¶ 7(F).

5. Consistent with these authorized duties, the Receiver has retained the undersigned law firm of Stumphauzer Foslid Sloman Ross & Kolaya, PLLC in Miami, Florida, along with the law firm of Pietragallo Gordon Alfano Bosick & Raspanti, LLP in Philadelphia, Pennsylvania, to serve as his counsel in this matter ("Counsel").

6. The Receivership Order provides the Receiver with the power "[t]o pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Estates." Receivership Order at ¶ 7(J).

7. To that end, Complete Business Solutions Group, Inc. ("CBSG"), one of the Receivership Entities, was a party to many litigation matters and other legal proceedings as of the time the Receivership Order was entered (the "Pending Litigation"). Prior to the entry of the Receivership Order, the law firm of Fox Rothschild LLP ("Fox") represented CBSG in the Pending

Litigation. The Receivership Order operated to dismiss all attorneys for CBSG and the other Receivership Entities and, therefore, terminated Fox's representation of CBSG in the Pending Litigation. Receivership Order, at ¶ 5.

8. The Receiver, in exercising his authority to retain attorneys and pursue and defend against all suits and actions, has decided against engaging Fox to continue to represent CBSG in the Pending Litigation. Nevertheless, the Receiver has determined that it would be appropriate to engage Fox as attorneys for CBSG, on a limited basis, for the purpose of transitioning these various matters in the Pending Litigation to new attorneys for CBSG.

9. Attached as Exhibit 1 is a copy of the proposed engagement letter between the Receiver and CBSG, on the one hand, and Fox, on the other hand.

10. Under this proposed engagement letter, Fox has agreed to charge the time for its attorneys and staff at the same rate at which the Receiver's Counsel is charging in connection with these proceedings. Specifically, partners will bill at an hourly rate of \$395, associates will bill at an hourly rate of \$295, and paralegals will bill at an hourly rate of \$100.

11. Accordingly, the Receiver seeks this Court's approval, *nunc pro tunc* to September 9, 2020, for the formal engagement of Fox as attorneys for CBSG, on a limited basis, for the purpose of transitioning the Pending Litigation to new attorneys for CBSG.

WHEREFORE, Ryan K. Stumphauzer, as Court-Appointed Receiver, by and through his undersigned counsel, respectfully requests this Honorable Court to grant the Motion and approve the Receiver's proposed engagement of Fox as attorneys for CBSG, on a limited basis, for the purpose of transitioning the Pending Litigation to new attorneys for CBSG. A proposed Order for the Court's consideration is attached as Exhibit 2.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

Pursuant to Local Rule 7.1(a)(3), undersigned counsel for the Receiver certifies that he has conferred with counsel for all parties who may be affected by the relief sought in this motion in a good faith effort to resolve the issues raised in this motion, and represents that counsel for the Defendants have all confirmed that they take no position or have no objection to the requested relief, or otherwise have not responded to the Receiver's request as to whether they take a position on the requested relief. The SEC does not oppose the relief requested herein.

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
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By: /s/ Timothy A. Kolaya
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Co-Counsel for Receiver

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By: /s/ Timothy A. Kolaya

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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”

RYAN K. STUMPHAUZER, ESQ.

COURT-APPOINTED RECEIVER FOR 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 (THE “RECEIVERSHIP ENTITIES”)

October 14, 2020

VIA E-MAIL

Fox Rothschild LLP
c/o Brett A. Berman, Esq.
2000 Market Street, 20th Floor
Philadelphia, PA 19103

Re: *Securities and Exchange Commission v. Complete Business Solutions Group, Inc., et al.*, No. 20-CV-81205 (S.D. Fla.) (the “SEC Litigation”)

Dear Mr. Berman:

Pursuant to the Court’s Amended Order Appointing Receiver in the SEC Litigation entered on August 13, 2020, Fox Rothschild LLP (the “Firm”) was dismissed as attorneys for Complete Business Solutions Group, Inc. d/b/a Par Funding, Inc. (“Par Funding”), one of the Receivership Entities. Ryan K. Stumphauzer, Esq., in his role as Receiver (the “Receiver”) for Par Funding, has decided against engaging the Firm to continue to represent Par Funding in the various pending litigation matters for which the Firm was previously representing Par Funding. Nevertheless, the Receiver has agreed to engage the Firm as attorneys for Par Funding on a limited basis, for the purpose of transitioning these various litigation matters to new attorneys for Par Funding.

1. Our Agreement. This letter constitutes the engagement agreement (the “Agreement”) between the Firm, on the one hand, and the Receiver and Par Funding, on the other hand, and sets forth the terms and conditions by which the Firm will represent Par Funding. This Agreement shall become binding upon the Firm’s and the Receiver’s execution of this document and the entry of an order approving this Agreement. Once fully executed and approved by court order, the Agreement will be effective *nunc pro tunc* to September 9, 2020 (the “Effective Date”).

2. Scope of Engagement. The Firm’s representation of Par Funding is limited to providing assistance to the Receiver in the transition of various litigation matters to new attorneys for Par Funding (the “Engagement”). With the exception of filing motions to withdraw as counsel or otherwise responding to inquiries from the Receiver, the Firm shall seek prior approval from the Receiver before performing any legal services within the scope of this Engagement. In the event the Firm receives inquiries from parties to or other third parties

Engagement Letter
Fox Rothschild LLP
October __, 2020
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regarding any of the litigation matters on which the Firm was previously representing Par Funding, the Firm shall direct all such inquiries to the Receiver's counsel, Gaetan J. Alfano, Esq. and Timothy A. Kolaya, Esq. The scope of this Engagement may not be expanded unless in a writing signed by the Firm and the Receiver.

3. Fees and Expenses. The Receiver and the Firm have agreed to the following rate structure for any work the Firm performs within the scope of the Engagement. Partners will bill at an hourly rate of \$395. Associates will bill at an hourly rate of \$295. Paralegals will bill at an hourly rate of \$100.

4. Billing Procedures. Unless otherwise directed, the Firm will submit monthly invoices to the Receiver for all fees and expenses under this Engagement. All invoices shall be in accordance with the billing guidelines of the U.S. Securities and Exchange Commission pertaining to receivership matters. The invoices will include hourly charges for the Firm's services and any disbursements made on the Receiver's behalf, including filing fees and other out-of-pocket expenses. The Firm understands and acknowledges that approval and payment of invoices will be quarterly, unless otherwise directed by the Receiver or the Court. The Firm understands that payment of its invoices is subject to approval by the Court and dependent upon the availability of funds within the receivership. The Firm further understands that payment of up to 20% of the Firm's invoices may be held back until the submission of a final fee application at the close of the receivership.

5. Entire Agreement. This Agreement contains and sets forth the entire agreement between the Firm, on the one hand, and the Receiver and Par Funding, on the other hand, and supersedes, as of the Effective Date hereof, any and all prior or other agreements or understandings (written and oral) that may exist or have existed as to the engagement of the Firm. Nothing herein shall be construed to affect the Firm's right to assert any rights existing under its prior agreements with Par Funding or affiliates in support of any claim the Firm may make for payment of its pre-receivership services or in respect of any other matters relating to pre-receivership services performed by the Firm.

6. Governing Law. All of the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of Florida irrespective of conflicts of law principles that might otherwise apply.

Yours very truly,

Ryan K. Stumphauzer, Esq., as Receiver for
Complete Business Solutions Group, Inc.
d/b/a Par Funding, Inc.

[SIGNATURES ON FOLLOWING PAGE]

Engagement Letter
Fox Rothschild LLP
October ____, 2020
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ACCEPTED AND AGREED ON THIS ____ DAY OF OCTOBER 2020 BY:

Brett A. Berman, on behalf of Fox Rothschild LLP

**Ryan K. Stumphauzer, Esq., as Receiver for Complete
Business Solutions Group, Inc. d/b/a Par Funding, Inc**

Exhibit 2

**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.

_____ /

**[PROPOSED] ORDER GRANTING THE RECEIVER'S
UNOPPOSED MOTION TO APPROVE RETAINED PROFESSIONALS**

THIS CAUSE comes before the Court upon Receiver, Ryan K. Stumphauzer's ("Receiver") Unopposed Motion to Approve Retained Professionals ("Motion") [D.E. _____].

Having reviewed the Motion and being otherwise duly advised, it is hereby

ORDERED AND ADJUDGED that the Motion is **GRANTED**. The Receiver is authorized to engage the services of Fox Rothschild LLP, as attorneys for Complete Business Solutions Group, Inc., as described in the Motion at the stated hourly rates.

DONE AND ORDERED in Fort Lauderdale, Florida, this _____ day of October, 2020.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record