

**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
EIGHTH MOTION TO LIFT LITIGATION
INJUNCTION AS TO CERTAIN GARNISHMENT PROCEEDINGS**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of the Receivership Entities¹, by and through undersigned counsel, hereby files this Eighth Motion to Lift Litigation Injunction as to Certain Garnishment Proceedings, and hereby moves this Court to lift the Litigation Injunction for the limited purpose of allowing the Receiver, in his discretion, to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments,

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.

where the counterparty merchant either has resolved or has agreed to resolve prior defaults in the following cases in the Court of Common Pleas of Philadelphia County, Pennsylvania.²

1. The cases are:
 - a. *Complete Business Solutions Group, Inc. v. TDTD Construction Inc. d/b/a TDTD Construction and Thai Truong*, Docket No. 200400131.
 - b. *Complete Business Solutions Group, Inc. v. 360 Express Collision LLC and Holly Nicole Travis*, Docket No. 200201403.
 - c. *Complete Business Solutions Group, Inc. v. Progressive Fleet LLC and Asif Rajput*, Docket No. 200300645.
 - d. *Complete Business Solutions Group, Inc. v. Oswald Consulting, LLC and Patrick Oswald*, Docket No. 191203324.
 - e. *Complete Business Solutions Group, Inc. v. RMG Accounting Services and Rosa M. Gonzalez*, Docket No. 180702437.
 - f. *Complete Business Solutions Group, Inc. v. No Chance Computer Solutions LLC, d/b/a No Chance Computer Solutions and Anthony Alascia*, Docket No. 200201650.
 - g. *Complete Business Solutions Group, Inc. v. Southeast Air and Mechanical Systems, LLC and Danny Baker*, Docket No. 190400407.
 - h. *Complete Business Solutions Group, Inc v. 360 Global Logistics Inc. and Obi David Tobeckwu*, Docket No. 190903751.
 - i. *Complete Business Solutions Group, Inc. v. Sunrooms America Inc., and Michael Foti*, Docket No. 200101883.
 - j. *Complete Business Solutions Group, Inc. v. Commercial Glazing Services, LLC and James Hutchins*, Docket No. 200103548.
 - k. *Complete Business Solutions Group, Inc. v. Diamond Realty d/b/a Diamond Realty Inc d/b/a Realty One Group Diamond d/b/a Esension LLC d/b/a Diamond*, Docket No. 190801475.
 - l. *Complete Business Solutions Group, Inc. v. A+ Hardwood Installations, Inc. and James Bruske*, Docket No. 200300983.

² See the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] (the "Operative Receivership Order"). The Receiver generally incorporates the background section of his prior Motions to Lift Litigation Injunction as to Certain Garnishment Proceedings. [See ECF Nos. 111, 145, 198, 232, and 264.]. To conserve resources and promote efficiency, the Receiver is providing only a summary narrative, as approved by the Court at the October 7, 2020 status conference.

2. In addition to the above, on February 16, 2019, The Perfect Impression Inc. d/b/a The Perfect Impression (“Perfect”) entered into a Factoring Agreements with Par Funding. On March 1, 2019, Darrin S. Jelly, Susan M. Abrahams, Darrin S. Jelly Trustee of the Abrahams-Jelly Family Trust, dated June 10, 2002, and Susan M. Abrahams Trustee of the Abrahams-Jelly Family Trust, dated June 10, 2002, entered into a Mortgage with Par Funding. As part of an agreement with Susan M. Abrahams, the Receiver seeks the Court’s permission to lift the litigation injunction to release the Security Agreement.

3. On November 30, 2018, Frozen Water Inc. d/b/a The Ice House d/b/a Ice House of Kenner (“Frozen Water”) entered into a Factoring Agreements with Par Funding. On December 4, 2018, Ricca & Ricca, Ltd. a/k/ Ricca & Ricca, LLC, entered into a Security Agreement with Par Funding. The obligation was satisfied on June 10, 2020, and according to Par Funding’s books and records, the amount outstanding on the Agreements for the Purchase and Sale of Future Receivables is \$0.00. The Receiver seeks the Court’s permission to lift the litigation injunction to release and/or remove the Security Agreement.

4. On May 11, 2019, Salam Ghaida and Michael Ghaida purportedly entered into a Security Agreement with Complete Business Solutions Group, Inc., d/b/a Par Funding. Salam Ghaida disputes that she signed the Security Agreement. The Security Agreement was recorded in Monmouth County, New Jersey as security on a home that is in Salam Ghaida’s name only. Michael Ghaida died in July of 2020. In light of the above, the Receiver seeks the Court’s permission to lift the litigation injunction to release the Security Agreement

5. On December 5, 2019, Paula Berg and Alcides Coelho entered into a Deed of Trust with Complete Business Solutions Group, Inc., d/b/a Par Funding securing an obligation to pay \$135,000.00 pursuant to one or more certain Agreements for the Purchase and Sale of Future

Receivables. The obligation was satisfied on July 9, 2020, and according to Par Funding's books and records, the amount outstanding on the Agreements for the Purchase and Sale of Future Receivables is \$0.00. The Receiver seeks the Court's permission to lift the litigation injunction to release and/or remove the Deed of Trust.

6. WHEREFORE, Ryan K. Stumphauzer, as Court-Appointed Receiver, by and through his undersigned counsel, respectfully requests this Honorable Court to grant the motion and lift the Litigation Injunction on a limited basis as set forth above. A proposed order for the Court's consideration is attached as Exhibit 1.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

The undersigned counsel has conferred or attempted to confer with all counsel of record in this matter regarding the relief sought through this motion and certifies that: (1) Defendants Joseph Cole Barletta, Joseph LaForte, Lisa McElhone, and The LME 2016 Family Trust do not consent to the requested relief; (2) the remaining Defendants either do not oppose or have not responded with their position on the requested relief; and (3) the Securities and Exchange Commission does not object to the Receiver's request to lift the litigation stay, but does not provide any position on the underlying actions the Receiver intends to take in connection with these garnishment proceedings, as the Receiver is only seeking through this Motion the Court's approval to lift the litigation injunction, and is not seeking approval of the Receiver's proposed actions in these garnishment proceedings.

Dated: December 11, 2020

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 11, 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

**UNITED STATES DISTRICT COURT
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SECURITIES AND EXCHANGE
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v.

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

Defendants.

**[PROPOSED] ORDER GRANTING THE RECEIVER'S EIGHTH MOTION TO LIFT
LITIGATION INJUNCTION
AS TO CERTAIN GARNISHMENT PROCEEDINGS**

THIS CAUSE comes before the Court upon the Receiver's Eighth Motion to lift Litigation Injunction as to Certain Garnishment Proceedings [ECF No. ____] ("Motion"), filed on December 11, 2020. In the Motion, the Receiver seeks to modify the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order for certain garnishment matters currently pending in the Court of Common Pleas of Philadelphia County, Pennsylvania to be opened for the limited purpose to allow the Receiver, in his discretion, to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments, where the counterparty merchant either has resolved or has agreed to resolve prior defaults in certain cases in the Court of Common Pleas of Philadelphia County, Pennsylvania.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

ORDERED AND ADJUDGED that Receiver's Unopposed Eighth Expedited Motion to lift Litigation Injunction as to Certain Garnishment Proceedings is **GRANTED**. The litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted in the following matters in the Court of Common Pleas of Philadelphia County, Pennsylvania, and solely for the purpose as described in the Motion:

- a. *Complete Business Solutions Group, Inc. v. TDTD Construction Inc. d/b/a TDTD Construction and Thai Truong*, Docket No. 200400131.
- b. *Complete Business Solutions Group, Inc. v. 360 Express Collision LLC and Holly Nicole Travis*, Docket No. 200201403.
- c. *Complete Business Solutions Group, Inc. v. Progressive Fleet LLC and Asif Rajput*, Docket No. 200300645.
- d. *Complete Business Solutions Group, Inc. v. Oswald Consulting, LLC and Patrick Oswald*, Docket No. 191203324.
- e. *Complete Business Solutions Group, Inc. v. RMG Accounting Services and Rosa M. Gonzalez*, Docket No. 180702437.
- f. *Complete Business Solutions Group, Inc. v. No Chance Computer Solutions LLC, d/b/a No Chance Computer Solutions and Anthony Alascia*, Docket No. 200201650.
- g. *Complete Business Solutions Group, Inc. v. Southeast Air and Mechanical Systems, LLC and Danny Baker*, Docket No. 190400407.
- h. *Complete Business Solutions Group, Inc. v. 360 Global Logistics Inc. and Obi David Tobechukwu*, Docket No. 190903751.
- i. *Complete Business Solutions Group, Inc. v. Sunrooms America Inc., and Michael Foti*, Docket No. 200101883.
- j. *Complete Business Solutions Group, Inc. v. Commercial Glazing Services, LLC and James Hutchins*, Docket No. 200103548.
- k. *Complete Business Solutions Group, Inc. v. Diamond Realty d/b/a Diamond Realty Inc d/b/a Realty One Group Diamond d/b/a Esension LLC d/b/a Diamond*, Docket No. 190801475.
- l. *Complete Business Solutions Group, Inc. v. A+ Hardwood Installations, Inc. and James Bruske*, Docket No. 200300983.

The Court further authorizes the Receiver to lift the litigation injunction to release the following:

- a. The March 1, 2019, Mortgage with Darrin S. Jelly, Susan M. Abrahams, Darrin S. Jelly Trustee of the Abrahams-Jelly Family Trust, dated June 10, 2002, and Susan M. Abrahams Trustee of the Abrahams-Jelly Family Trust, dated June 10, 2002.
- b. The December 4, 2018, Security Agreement with Ricca & Ricca, Ltd. a/k/ Ricca & Ricca, LLC, entered into a Par Funding.
- c. The May 11, 2019, Security Agreement with Salam Ghaida and Michael Ghaida.
- d. The December 5, 2019, Deed of Trust with Paula Berg and Alcides Coelho.

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

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record