

**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 MOTION
TO EXPAND THE RECEIVERSHIP ESTATE TO INCLUDE A
PORSCHE TURBO 911 AND TWO PATEK PHILIPPE WATCHES**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of the Receivership Entities,¹ by and through undersigned counsel, hereby files this Motion to Expand the Receivership

¹ The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a Par Funding (“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; MK Corporate Debt Investment Company LLC; Capital Source 2000, Inc.; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consultants, Inc.; 20 N. 3rd St. Ltd.; 118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; 500 Fairmount Avenue, LLC; Liberty Eighth Avenue LLC; Blue Valley Holdings, LLC; LWP North LLC; The LME 2017 Family Trust; Recruiting and Marketing Resources, Inc.; Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; and LM Property Management LLC, and the receivership also includes the properties located at 568 Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; 107 Quayside Dr., Jupiter FL 33477; and 2413 Roma Drive, Philadelphia, PA 19145.

Estate to include a Porsche 911 Turbo and Two Patek Philippe watches that Defendants Joseph LaForte and Lisa McElhone purchased using commingled investor funds, and states as follows:

THE PORSCHE 911 TURBO

1. On July 17, 2018, Porsche of Cherry Hill prepared a build sheet for a 2019 Porsche Turbo 911 for a total retail price of \$232,600.00 at Defendant McElhone's request. *See* Build Sheet for 2019 Porsche 911 Turbo, attached hereto as Exhibit 1.

2. Porsche of Cherry Hill sent the Build Sheet via email to Defendant McElhone on March 11, 2019. She then forwarded this email to Defendant LaForte that same day. *See* email from James at Porsche of Cherry Hill to L. McElhone and email from L. McElhone to J. LaForte dated March 11, 2019, attached hereto as Exhibit 2.

3. On March 14, 2019, Defendant McElhone emailed Defendant LaForte providing him the final purchase price for the Porsche (\$234,760.40) and the wiring instructions for Cherry Hill Imports, Corp. *See* email dated March 14, 2019, attached hereto as Exhibit 3.

4. The Receiver has traced the payment for the Porsche to a Recruiting and Marketing Resources, Inc. ("RMR") bank account that contained commingled investor proceeds from the fraud scheme. Specifically, on March 14, 2019, RMR wired \$234,760.40 – the final purchase price – to Cherry Hill Imports, Corp. *See* Wire from RMR to Cherry Hill Imports, Corp. dated March 14, 2019, attached hereto as Exhibit 4.

5. This Court previously expanded the Receivership to include RMR, finding that RMR received commingled investor funds. *See* ECF No. 579. Indeed, the Receiver demonstrated that Par Funding transferred \$7,672,449.07 in commingled investor funds to RMR as of December 31, 2019. *See* ECF No. 560, pp. 5-6, Ex. 3.

6. The Receiver has demanded that Defendant McElhone surrender the Porsche to the Receivership, but Defendant McElhone has refused, contending that she is entitled to the use of the vehicle and claiming financial hardship of obtaining a replacement vehicle.

7. The Receiver has requested that Defendant McElhone complete a short form financial statement so that he can assess McElhone's hardship claim, but Defendant McElhone has declined to provide this information.

THE PATEK PHILIPPE WATCHES

8. On July 12, 2020, Jack Mulvihill received an email from Wrist NY Group, Inc. to his Par Funding email address confirming an order placed that day and attaching an invoice for two (2) Patek Philippe Nautilus watches with a net purchase price of \$154,500.00. That same day, Mulvihill forwarded the email and invoice to Defendant LaForte. *See* email dated July 12, 2020 and attached invoice, attached hereto as Exhibit 5.

9. The Receiver has traced the payment for the two (2) Patek Philippe watches to an Eagle Six Consultants, Inc. ("Eagle Six") bank account that held commingled investor proceeds from the fraud scheme. *See* ECF 357, pp. 8-9. Specifically, Eagle Six executed a promissory note with Wrist NY Group, Inc. for \$154,500.00 – the net purchase price – on July 13, 2020. The watches were then purchased on July 16, 2020 through a wire transfer of \$154,500.00 from an Eagle Six bank account. A copy of the promissory note is attached hereto as Exhibit 6 and a copy of the bank statement evidencing the wire transfer is attached as Exhibit 7.

10. As the Receiver explained at the May 20, 2021 status conference, this promissory note was fraudulent and intended by Defendant LaForte to disguise his personal acquisition of the watches as a legitimate financial transaction.

11. This Court previously expanded the receivership to include Eagle Six as one of the Receivership Entities, finding that Eagle Six received commingled investor funds. *See* ECF No. 436. Indeed, the Receiver demonstrated that Par Funding transferred \$42,643,174.00 in commingled investor funds to Eagle Six between July 2015 and July 2020. *See* ECF No. 357, pp. 8-9.

12. The Receiver has demanded that Defendant LaForte return the watches, but LaForte has refused arguing, contrary to this Court’s findings, that the Eagle Six account did not contain commingled investor funds, but rather money from a “multitude of income streams.” ECF No. 602, pp. 25-26.

LEGAL ARGUMENT

9. For the sake of brevity, the Receiver will not repeat all of the case law summarized in his initial Motion to Expand the Receivership. *See* ECF 236. Suffice it to say that Courts have broad discretion to expand receiverships to include property purchased with “scheme proceeds.” *SEC v. Nadel*, No. 8:09-cv-87-T-26TBM, 2013 WL 2291871, at *2 (M.D. Fla. May 24, 2013) (citing cases). Under such circumstances, expansion of the receivership is necessary so that ill-gotten assets will not “be subject to diversion and waste to the detriment of those who were induced to invest in the corporate scheme.” *SEC v. First Fin. Grp. of Tex.*, 645 F.2d 429, 438 (5th Cir. 1981).

10. The Receiver believes that the 2019 Porsche 911 Turbo is located at 568 Ferndale Lane, Haverford, PA 19041 (the “Haverford Residence”).

11. The Receiver believes that Defendant LaForte has retained the two (2) Patek Philippe watches at the Haverford Residence.

12. Based on the facts of this case, including the Defendants' actions before and after the SEC filed this action, the Receiver believes it is necessary to include the 2019 Porsche 911 Turbo and the two (2) Patek Philippe watches within the Receivership Estate to prevent the dissipation of assets.

13. A proposed Order on this Motion is attached as Exhibit 8.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

The undersigned counsel has conferred with all counsel regarding the relief sought through this motion. The SEC agrees with the relief requested in this motion. Counsel for LaForte opposes the relief requested in this Motion and has indicated that he intends to file a Response in opposition to the Motion. The remaining parties did not respond to the Receiver's email regarding the relief requested.

Dated: June 27, 2021

Respectfully Submitted,

**STUMPHAUZER FOSLID SLOMAN
ROSS & KOLAYA, PLLC**
Two South Biscayne Blvd., Suite 1600
Miami, FL 33131
Telephone: (305) 614-1400
Facsimile: (305) 614-1425

By: /s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA
Florida Bar No. 056140
tkolaya@sfsllaw.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 June 27, 2021, 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



PORSCHE

Porsche Cars North America Inc.
 One Porsche Drive
 Atlanta GA 30354
 USA

Sold-to-Address

Porsche of Cherry Hill
 Cherry Hill Imports, Corp.
 2261 W. Marlton Pike
 Cherry Hill NJ 08002
 USA
 Tel: 856-665-5370

Build Sheet - Retail

Page 1 / 2

Dealer No. 4501523 Date 07/17/2018

Order Type LF - Stock Vehicle

Vehicle Status V900 - Arrived at dealership

Price Type Retail

MTYP	MY	Color	C-No.	VIN	Comm. No.	SC	Cur.
991650	2019	3H7VBG	C02	WPOCD2A90KS144164	C67074	1	USD

Pos.	MTYP/Option	Text	Retail Price
1	991650	911 Turbo S Cabriolet	203,000.00
2	3H	Chalk	3,150.00
3	7V	Cabriolet Roof in Blue	0.00
4	BG	Leather Interior in Graphite Blue/Chalk	0.00
5	342	Seat Heating	0.00
6	456	Adaptive Cruise Control (ACC)	2,490.00
7	457	Lane Change Assist (LCA)	850.00
8	474	Front Axle Lift System	2,590.00
9	541	Seat Ventilation	840.00
10	625	Porsche Entry & Drive	1,100.00
11	630	Light Design Package	510.00
12	658	Power Steering Plus	280.00
13	970	Preparation for Two-Tone Leather Interior	0.00
14	9VJ	Burmester® High-End Surround Sound System	3,710.00
15	CDN	Air Vent Slats Painted and Air Vent Surrounds in Leather	1,720.00
16	CEE	Rear Footwell Lighting	440.00
17	CHL	Climate Control Panel Painted	870.00
18	CRC	Window Triangle Trim in Carbon Fiber	0.00
19	EXC	Exterior Trim Package in Carbon Fiber	4,590.00
20	QH1	Voice Control	0.00
21	XEY	LED Headlights in Black with PDLs+	610.00
22	XFJ	Instrument Dials in White	860.00
23	XGM	Sport Chrono Stopwatch Dial in White	420.00



PORSCHE

Porsche Cars North America Inc.
 One Porsche Drive
 Atlanta GA 30354
 USA

Sold-to-Address

Porsche of Cherry Hill
 Cherry Hill Imports, Corp.
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 Cherry Hill NJ 08002
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 Tel: 856-665-5370

Build Sheet - Retail

Page 2 / 2

Dealer No. 4501523 Date 07/17/2018

Order Type LF - Stock Vehicle

Vehicle Status V900 - Arrived at dealership

Price Type Retail

MTYP	MY	Color	C-No.	VIN	Comm. No.	SC	Cur.
991650	2019	3H7VBG	C02	WPOCD2A90KS144164	C67074	1	USD

Pos.	MTYP/Option	Text	Retail Price
24	XHJ	PDK Gear Selector with Carbon Fiber Trim	660.00
25	XHW	Heated Multifunction Sport Steering Wheel in Carbon Fiber	380.00
26	XHX	Seat Belts in Chalk	540.00
27	XXD	Door Sill Guards in Carbon Fiber, Illuminated	1,280.00
28	XXP	Tinted Taillights	660.00

Total Retail Vehicle Price	231,550.00
Delivery, Processing and Handling Fee	1,050.00
Total of Charges & Taxes	1,050.00
Total Retail Price	232,600.00

Disclaimer

All information is subject to change without notice. Neither Porsche Cars North America, Inc. nor the manufacturer can accept liability arising from the use of any information contained herein. Only an actual invoice issued by PCNA at the time a vehicle is sold to an authorized Porsche dealer may be used as an official indication of equipment and pricing. The Total Manufacturer's Suggested Retail Price (MSRP) shown excludes taxes, title, registration, other optional or regionally required equipment, and dealer charges. Actual selling prices are set by dealers and may vary.

EXHIBIT 2

From: Lisa McElhone <[REDACTED]>
Sent: Mon, 11 Mar 2019 10:10:20 -0400
Subject: Fwd: 2019 911 Turbo S Cab Build sheet
To: joe@parfunding.com
[2019 911 Turbo S Cab.pdf](#)

Sent from my iPhone

Begin forwarded message:

> From: "James [REDACTED]"
> Date: March 11, 2019 at 10:06:27 AM EDT
> To: <lisa.mcelhone@gmail.com>
> Subject: 2019 911 Turbo S Cab Build sheet
>
> Lisa,
>
> Please see attached, Let me know if you have any questions,
>
> Regards,
>
> James [REDACTED]
> Porsche Brand Ambassador
> Porsche of Cherry Hill
> 2261 W RT 70
> Cherry Hill, NJ 08002
> [REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]
> Mon 9-7, Tue Off, Wed 1-9, Thu 9-6, Fri 9-6, Sat 9-5, Sun Closed.
> www.cherryhillporsche.com
>
>
> "Work Ethic Like Porsche Performance"
> P O R S C H E
>

Sent from my iPhone

Begin forwarded message:

From: "James [REDACTED]"
Date: March 11, 2019 at 10:06:27 AM EDT
To: <lisa [REDACTED]>
Subject: 2019 911 Turbo S Cab Build sheet

Please see attached, Let me know if you have any questions,

Regards,

James [REDACTED]

Porsche Brand Ambassador

Porsche of Cherry Hill

2261 W RT 70

Cherry Hill, NJ 08002

[REDACTED]

Mon 9-7, Tue Off, Wed 1-9, Thu 9-6, Fri 9-6, Sat 9-5, Sun Closed.

www.cherryhillporsche.com



From: Lisa McElhone <[REDACTED]>
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> [REDACTED]
> [REDACTED]
> [REDACTED]
> [REDACTED]
> Mon 9-7, Tue Off, Wed 1-9, Thu 9-6, Fri 9-6, Sat 9-5, Sun Closed.
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Please see attached, Let me know if you have any questions,

Regards,

James [REDACTED]

Porsche Brand Ambassador

Porsche of Cherry Hill

2261 W RT 70

Cherry Hill, NJ 08002

[REDACTED]

Mon 9-7, Tue Off, Wed 1-9, Thu 9-6, Fri 9-6, Sat 9-5, Sun Closed.

www.cherryhillporsche.com



EXHIBIT 3

From: Lisa McElhone <[REDACTED]>
Subject: Wiring instructions
Sent: Thu, 14 Mar 2019 14:25:24 -0400
To: joe@parfunding.com

Hey,

Sales price is \$234,760.40

See wiring instructions below.

Sales person is James [REDACTED]
[REDACTED]

Cherry Hill Imports, Corp.
70 West

2261 Rte

Cherry Hill, New Jersey 08002
phone: (856)665-5370
fax: (856)486-4788

Wire Transfer Information

TD Bank

Account name: Cherry Hill Imports, Corp.

A/C # [REDACTED]

Routing/ABA # [REDACTED]

Branch Address: 101 N Haddon Ave Haddonfield, NJ
08033

Branch Phone: (856)795-8999

Branch Manager: Ann [REDACTED]

Sent from my iPhone

EXHIBIT 4



5516-MTD29000031419601536-000000



RECRUITING AND MARKETING RESOURCES
205 ARCH ST
STE 3639
PHILADELPHIA, PA 19106-1904

To: RECRUITING AND MARKETING RESOURCES

This letter serves as notification of the following Outgoing Wire Transfer debited to your account number *****8864 on 03/14/2019. If you have any questions, please contact your nearest TD Bank Branch or call 1-800-YES-2000.

Amount:	\$234,760.40
Beneficiary:	Cherry Hill Imports Corp
Account Number:	*****[REDACTED]
Address:	101 N Haddon Ave HaddonfieldNJ TD BANK
Sender Bank Name:	TD BANK
ABA Number:	[REDACTED]
FRB Outgoing Confirmation Number:	20190314C1B76E1C004716
Reference Number:	190314160226XI04
By Order Of:	RECRUITING AND MARKETING RESOURCES
Account Number:	*****8864
Address:	205 ARCH ST STE 3639 PHILADELPHIA, PA 19106-1904 TD BANK, NA
Receiver Bank Name:	TD BANK, NA
ABA Number:	[REDACTED]
Originator Bank:	[REDACTED]
Account Number:	[REDACTED]
Address:	[REDACTED]
Reference for Beneficiary:	TPCN-BA9R6T
Originator to Beneficiary:	
Bank to Bank Information:	
Miscellaneous Information:	

THANK YOU FOR CHOOSING TD BANK.

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EXHIBIT 5

From: [Jimmy S](#)
To: [Jack Mulvihill](#)
Subject: FW: Thanks for your order #4110
Date: Monday, July 13, 2020 8:13:13 AM
Attachments: [Untitled attachment 11168.html](#)
[Jack #4110.pdf](#)

I WANT THESE SOON AS POSSIBLE TODAY NO LATER THEN 2;30

From: Joe Mack <joe@parfunding.com>
Sent: Sunday, July 12, 2020 2:44 PM
To: Jimmy S <jimmy@parfunding.com>
Subject: Fwd: Thanks for your order #4110

Sent from my iPhone

Begin forwarded message:

From: Jack Mulvihill <jack.m@parfunding.com>
Date: July 12, 2020 at 1:01:47 PM EDT
To: Joe Mack <Joe@parfunding.com>
Subject: Fwd: Thanks for your order #4110

----- Forwarded message -----

From: **Rob** [REDACTED]
Date: Sun, Jul 12, 2020 at 12:58 PM
Subject: Thanks for your order #4110
To: jack.m@parfunding.com <jack.m@parfunding.com>

Dear Jack,

Thank you for the order #4110 you made on July 12, 2020. This is a confirmation that your order has been successfully received and is currently under process. Attached to this message is a copy of your invoice, which also includes the details of your order. Please note watches are currently on hold for 24 hours and will be released once wire is successfully recieved

Wire Information:
Account: Wrist Group NY INC.

Payee Address:
Account Number: [REDACTED]
Bank: [REDACTED]
Routing: [REDACTED]

WRIST NYC values your business and is continuously looking for ways to better satisfy their customers.

Please do share with us if there is a way we can serve you better. Thanks again for your purchase! Greatly appreciate the support.

--

Sincerely ,

Jack Mulvihill



20 N 3rd St
Philadelphia, PA 19106



Cell : (954)856-5519
Office: (267)540-8114



Jack.M@parfunding.com



Cheers,

Rob [REDACTED]

WRIST New York Group

1430 Broadway

New York, NY 10018



347-762-3339 (office)

instagram: @wristnyc



INVOICE

DATE: July 12, 2020
 INVOICE: 4110

COMPANY	CLIENT
Name: Rob [REDACTED] Company Name: WRIST NY Group Inc. Street Address: 1430 Broadway 4th Floor City, State, Zip Code: New York, NY 10018 Phone: [REDACTED] Email: [REDACTED]	Name: Joseph Laforte Street Address: City, State, Zip Code: Email: Phone:

ID	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Patek Philippe Nautilus Ref 5711 1A Stainless Steel : Blue Dial Stainless Steel Bracelet Box and Papers 2019 Brand New Patek Philippe Factory Warranty	1		\$88,000
	Patek Philippe Nautilus Ref 5711 1R 18k Rose Gold : Brown Dial 18k Rose Gold Bracelet Box and Papers 2019 Brand New Patek Philippe Factory Warranty	1		\$66,500

BALANCE	154,500
TAX	
SHIPPING	covered
TOTAL	\$154,500

REMAINING BALANCE

Both pieces are currently on hold and in stock. Please note Hold is only for 24hours. Please see attached email for wire info. Balance must be fully cleared prior to release of order.

THANKS FOR YOUR BUSINESS!

WRIST NY values your business and is continuously looking for ways to better satisfy their customers. Please share with us if there is a way we can serve you better!

EXHIBIT 6

PROMISSORY NOTE

\$154,500.00

July 13, 2020

FOR VALUE RECEIVED, Wrist Ny Group Inc, a New York Corporation Company with and address at 1430 Broadway 4th Floor, New York, NY 10018 (“Maker”), promises to pay, UPON DEMAND, to the order of Eagle Six Consultants, Inc., a Wyoming corporation (“ES”), at 109 East 17th St Suite 25, Cheyenne, WY 82001, or at such other place as ES may designate in writing, the principal amount of One Hundred Fifty Four Thousand Five Hundred and 00/100 Dollars (\$154,500.00) or such greater or lesser amount as shall be shown on the records of ES as the unpaid principal balance of this Promissory Note (the “Note”), together with interest thereon, on the terms and conditions described below by and between Maker and ES.

1. Background. This Note evidences a term note made by ES to Maker from time to time in an aggregate principal amount not to exceed One Hundred Fifty Four Thousand Five Hundred and 00/100 Dollars USD (\$154,500.00) (the “Credit Facility”) and Maker’s duty and obligation to repay the amounts due under the Credit Facility on the terms and conditions hereinafter set forth. This Facility has a one-year term to pay as such the Facility will be carried as a NOTE and will be referred to as a “Credit Facility.”

2. Interest Rate: Maker agrees to pay an interest rate of 15.0% annually on the total amount of funds advanced against the Credit Facility.

3. Credit Facility. ES will extend Maker a One Hundred Fifty Four Thousand Five Hundred Credit Facility to be distributed in installments per request by Maker.

4. Repayment of the Credit Facility. Maker shall make full repayment of the credit facility at the close of a six-month period. January 13, 2021 Is the Maturity Date. Interest only payments are to be made monthly, at the 13th of the month. Interest payments shall be accrued at a rate of 15.0% annually based of the total amount of the credit facility outstanding at time interest payment is due.

5. Prepayments. Maker shall have the privilege of paying the indebtedness evidenced by this Note in full or in part at any time and from time to time without the payment of penalty or unearned interest; provided, however, that no prepayment shall postpone or interrupt the obligation to make periodic payments or alter the amount of such payments.

6. Security. The Makers futures receivables are pledged as security, Maker grants to ES full rights to Makers receivables for the valued owed through the credit facility.

7. Events of Default. The occurrence or existence of an Event of Default shall constitute an Event of Default under this Note.

8. ES’s Rights and Remedies after the Occurrence of an Event of Default. After the occurrence of an Event of Default which has not been cured or remedied by Maker within the time period provided, if any, ES shall have the following rights and remedies which may be exercised singularly, concurrently and cumulatively, and upon as many occasions as required:

a. Accelerate the unpaid principal balance of the Credit Facility and any other obligations which Maker or any surety owes to ES;

b. Immediately exercise any right or remedy maintained by ES pursuant to this Note but not limited to, the right to impose the Default Rate; and

c. Exercise any right and remedy available to ES under the Pennsylvania Uniform Commercial Code, by other statute, in law or in equity.

9. Confession of Judgment. After the occurrence of any Event of Default, ES may exercise any and all rights and remedies set forth in this Note, the Credit Agreement or any other Credit Document.

THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST MAKER. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST MAKER, MAKER KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY, AND, ON THE ADVICE OF COUNSEL, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS MAKER MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

AFTER THE OCCURRENCE OF ANY EVENT OF DEFAULT WHICH REMAINS UNCURED AFTER THE EXPIRATION OF ANY NOTICE AND CURE PERIOD, MAKER AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR AND ENTER JUDGMENT AGAINST MAKER FOR THE UNPAID PRINCIPAL AMOUNT OF THIS NOTE, TOGETHER WITH ALL ACCRUED, UNPAID INTEREST AND LATE CHARGES THEREON (THE "DEBT"), PLUS COSTS OF SUIT AND AN ATTORNEY'S COMMISSION EQUAL TO THE GREATER OF TWO PERCENT (2%) OF THE DEBT OR \$10,000 IF CONFESSION OF JUDGMENT IS UNCONTESTED AND REASONABLE ATTORNEYS' FEES IN THE EVENT THE CONFESSION OF JUDGMENT IS CONTESTED, WITH OR WITHOUT DECLARATION OR STAY OF EXECUTION, AND WITH RELEASE OF ERRORS, FOR WHICH THIS NOTE OR A COPY HEREOF SHALL SERVE AS A SUFFICIENT WARRANT. THIS POWER TO ENTER JUDGMENT BY CONFESSION SHALL NOT BE EXHAUSTED BY ANY EXERCISE AND SHALL CONTINUE UNTIL FULL PAYMENT OF ALL AMOUNTS DUE UNDER THIS NOTE.

MAKER ACKNOWLEDGES AND AGREES THAT (A) THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT IS BEING EXECUTED IN CONNECTION WITH A COMMERCIAL TRANSACTION, (B) ES'S CONFESSION OF JUDGMENT FOLLOWING AN EVENT OF DEFAULT AND IN ACCORDANCE WITH THE FOREGOING WARRANT OF ATTORNEY WOULD BE IN ACCORDANCE WITH MAKER'S REASONABLE EXPECTATIONS, AND (C) ES DOES NOT AND, IN REGARDS TO THE CREDIT FACILITY OR THE CREDIT DOCUMENTS, SHALL NOT HAVE ANY OF THE DUTIES TO MAKER SET FORTH IN 20 PA.C.S.A. §5601.3(B).

10. Late Charges. If any payment under this Note is not paid within ten (10) calendar days of the date when due and payable, Maker shall pay to ES a late charge equal to the greater of (i) ten percent (10%) of the amount not paid or (ii) \$250.00 (the "Late Charge"). The Late Charge shall be immediately due and payable retroactively as of the first date on which such payment was

due without demand by ES and shall be payable in addition to any interest otherwise payable on such overdue payment.

11. Waiver of Trial by Jury; Jurisdiction. Maker and ES agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by Maker or ES or any successor or assign on or with respect to this Note or the Credit Documents referred to herein or given by Maker to ES for the Line of Credit, or which in any way relates, directly or indirectly, to the Line of Credit or any event, transaction, or occurrence arising out of or in any way in connection with the transaction contemplated by this Note, the Credit Documents or the dealings of Maker and ES with respect thereto, shall be tried only by a court and not by a jury.

MAKER AND ES HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING. MAKER ACKNOWLEDGES AND AGREES THAT THIS SECTION 13 IS A SPECIFIC AND MATERIAL ASPECT OF THIS NOTE.

For the purpose of any suit, action or proceeding arising out of or relating to this Note, Maker hereby irrevocably consents and submits to the jurisdiction and venue of the Court of Common Pleas of Philadelphia County, Pennsylvania and the Federal District Court for the Eastern District of the Commonwealth of Pennsylvania. Maker irrevocably waives any objection which they may now or hereinafter have to the laying of the venue of any suit, action or proceeding brought in such court and any claim that such suit, action or proceeding brought in such a court has been brought in an inconvenient forum and agrees that service of process in accordance with the foregoing sentence shall be deemed in every respect effective and valid personal service of process upon Maker. The provisions of this Section 13 shall not limit or otherwise affect the right of ES to institute and conduct action in any other appropriate manner, jurisdiction or court.

12. Costs and Attorneys' Fees. In any action under this Note in which ES is the prevailing party, Maker shall be responsible for the payment to ES of all reasonable costs, including without limitation, legal fees and expenses, incurred by ES in connection with such action.

13. Remedies Cumulative. The rights and remedies provided to ES under this Note are not exclusive and are in addition to any other rights and remedies ES may have at law or in equity under applicable law; shall be cumulative in concurrence; may be pursued, singly, successively or together against Maker; and may be exercised as often as occasion therefor shall allow.

14. Waivers. Maker waives presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to this Note (other than, with respect to the foregoing waivers, those notices expressly required hereby), all errors, defects and imperfections in any proceedings instituted by ES under this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment.

15. ES's Waivers. ES shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies under this Note unless such waiver is in writing and

signed by ES. Such a written waiver signed by ES shall waive ES's rights and remedies only to the extent specifically stated in such written waiver. A waiver as to one or more particular Events of Default as defined in this Note shall not be construed as continuing or as a bar to or waiver of any right or remedy as to another or subsequent Event of Default as defined in this Note.

16. Construction. This Note shall be construed and enforced in accordance with the domestic, internal law, but not the law of conflict of laws, of the Commonwealth of Pennsylvania. The captions preceding the text of the paragraphs of this Note are inserted only for convenience of reference and shall not constitute a part of this Note, nor shall they in any way affect its meaning, construction or effect.

17. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. Successors and Assigns. The provisions of this Note shall be binding upon and inure to the benefit of Maker and ES and their respective successors and permitted assigns; provided, however, that Maker shall not be permitted to delegate any of its duties or obligations under this Note without the prior written consent of ES.

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed the day and year first above written.

MAKER: Wrist NY Group Inc

Witness:

DATE: 7/13/20

By: Matthew Sutter

Name:

State: _____

:
: SS.
:

County of _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed as _____ of _____, and that he as such officer being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

EXHIBIT 7

Date 7/31/20 Page 1
 Primary Account @XXXXXXXXXXXX@2187

EAGLE SIX CONSULTANTS INC
 205-B ARCH STREET-2ND FLOOR
 PHILADELPHIA PA 19106

***** CHECKING ACCOUNTS *****

Account Title: EAGLE SIX CONSULTANTS INC

TOTALLY FREE BUSINESS CHECKING		Number of Enclosures	6
Account Number	@XXXXXXXXXXXX@2187	Statement Dates	7/01/20 thru 8/02/20
Previous Balance	971,145.92	Days in the statement period	33
74 Deposits/Credits	4,201,430.27	Average Ledger	3,479,520.54
30 Checks/Debits	300,327.00	Average Collected	3,479,520.54
Service Charge	.00		
Interest Paid	.00		
Ending Balance	4,872,249.19		

----- Activity in Date Order -----			
Date	Description	Withdrawals	Deposits Balance
		.00	10.00 971,155.92
		.00	10.00 971,165.92
		.00	15,000.00 986,165.92
		.00	10,000.00 996,165.92
		.00	2,083.33 998,249.25
		.00	8,333.33 1,006,582.58
		10.00-	.00 1,006,572.58
		.00	10.00 1,006,582.58

TOTALLY FREE BUSINESS CHECKING @XXXXXXXXXXXX@2187 (Continued)

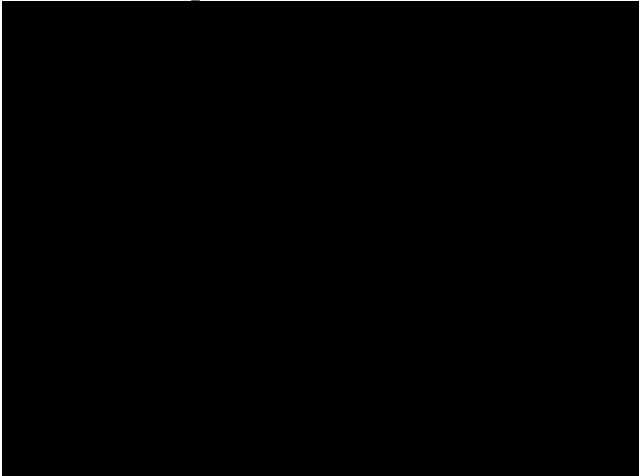
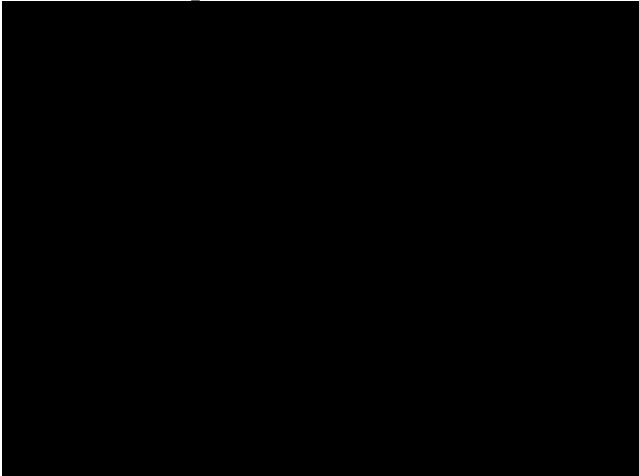
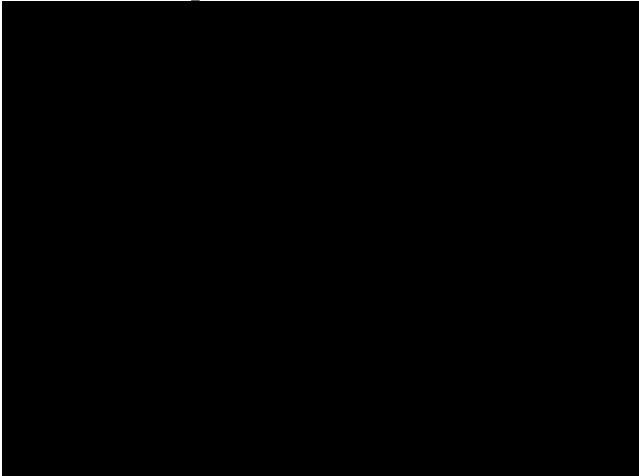
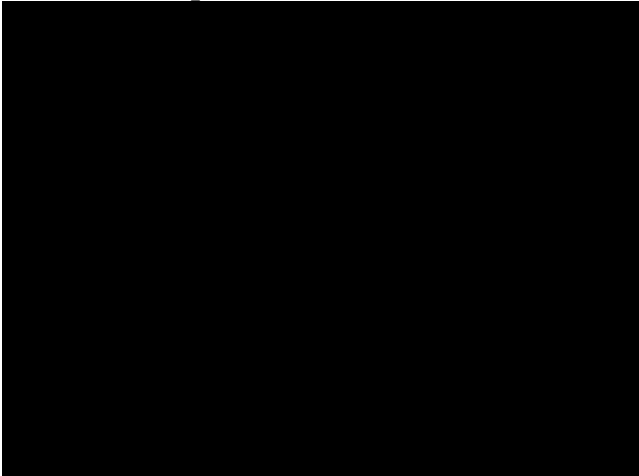
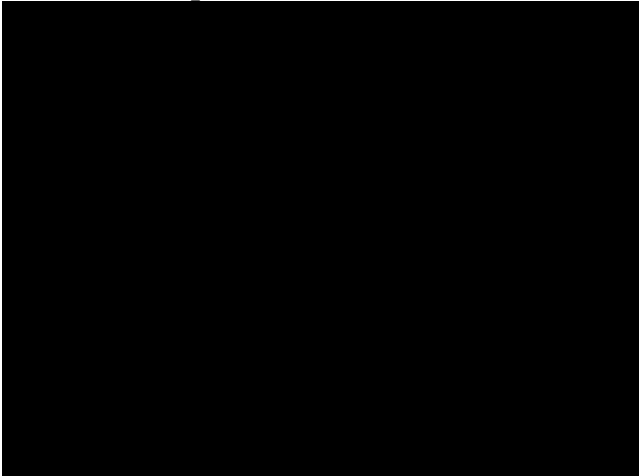

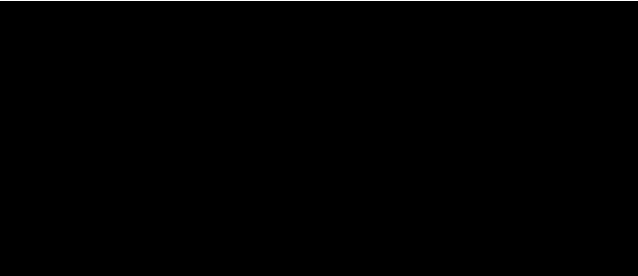
----- Activity in Date Order -----				
Date	Description	Withdrawals	Deposits	Balance
		.00	25,666.67	1,644,911.15
		.00	79,742.00	1,724,653.15
		.00	580,089.57	2,304,742.72
		10.00-	.00	2,304,732.72
		.00	10.00	2,304,742.72
		.00	2,500.00	2,307,242.72
		.00	215,975.00	2,523,217.72
7/13	Wire Transfer Debit Wrist Group NY Inc  2655  1206 1430 Broadway 4th Floor New York NY CITIBANK FSB NJ PARSIPPANY, NJ 20200713MMQFMPBM000135 20200713B1Q8021R020438 07131228FT03	154,500.00-	.00	2,368,717.72
		20.00-	.00	2,368,697.72
		.00	225,937.50	2,594,635.22

EXHIBIT 8

**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.

**[PROPOSED] ORDER GRANTING RECEIVER RYAN K. STUMPHAUZER'S
MOTION TO EXPAND THE RECEIVERSHIP ESTATE TO INCLUDE A
PORSCHE TURBO 911 AND TWO PATEK PHILIPPE WATCHES**

THIS CAUSE comes before the Court upon the Receiver's Motion to Expand the Receivership Estate¹ to Include a Porsche Turbo 911 and Two Patek Philippe Watches (the

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; MK Corporate Debt Investment Company LLC; Capital Source 2000, Inc.; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consultants, Inc.; 20 N. 3rd St. Ltd.; 118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; 500 Fairmount Avenue, LLC; Liberty Eighth Avenue LLC; Blue Valley Holdings, LLC; LWP North LLC; The LME 2017 Family Trust; Recruiting and Marketing Resources, Inc.; Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; and LM Property Management LLC, and the receivership also includes the properties located at 568 Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; 107 Quayside Dr., Jupiter FL 33477; and 2413 Roma Drive, Philadelphia, PA 19145.

“Motion to Expand”) [ECF No. ____], filed on June 27, 2021. In the Motion to Expand, the Receiver seeks to expand the scope of the Court’s Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] (“Receivership Order”), to include the following assets that Defendants Joseph LaForte and Lisa McElhone purchased using commingled investor funds: (1) a 2019 Porsche 911 Turbo; and (2) two Patek Phillips watches.

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

ORDERED AND ADJUDGED that the Receiver’s Motion to Expand is **GRANTED** as follows:

1. For the same reasons articulated in the Order on Motion to Expand [ECF No. 436], the scope of the receivership created in this case is expanded to include the following:

- a. the 2019 Porsche 911 Turbo with a purchase price of \$234,760.40, purchased from Cherry Hill Imports, Corp. on March 14, 2019, with funds from a bank account of one of the Receivership Entities, Recruiting and Marketing Resources, Inc.; and
- b. the two (2) Patek Philippe Nautilus watches with a net purchase price of \$154,500.00, purchased from Wrist NY Group, Inc. on July 16, 2020, with funds from a bank account of one of the Receivership Entities, Eagle Six Consultants, Inc.

2. The Court finds that based upon the Securities and Exchange Commission’s previous filings and the information the Receiver has supplied in the Motion, the same findings and conclusions that led the Court to expand the receivership to include the other Receivership Entities and Receivership Assets apply equally to the assets listed in paragraph 1 above. The scope of the receivership in this case is expanded such that Ryan K. Stumphauzer is Receiver over the assets listed in paragraph 1 above. The Receivership Order shall apply with equal force and effect to the assets listed in paragraph 1 above as it applies to the other Receivership Entities and

Receivership Assets. The terms and provisions of the operative Receivership Order are incorporated by reference herein.

DONE AND ORDERED Fort Lauderdale, Florida, this ____ day of _____, 2021.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of Record