

**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.

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**RECEIVER, RYAN K. STUMPHAUZER’S COMBINED SIXTEENTH  
MOTION TO LIFT LITIGATION INJUNCTION AS TO CERTAIN  
GARNISHMENT PROCEEDINGS AND TO AUTHORIZE RECEIVER  
TO RELEASE OR REMOVE SECURITY AGREEMENT**

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

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<sup>1</sup> 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; ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Investment 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; Liberty Eighth Avenue LLC; The LME 2017 Family Trust; Blue Valley Holdings, LLC; LWP North LLC; 500 Fairmount Avenue, LLC; Recruiting and Marketing Resources, Inc.; Contract Financing Solutions, Inc.; Stone Harbor

Lift Litigation Injunction as to Certain Garnishment Proceedings and to Allow Receiver to Release or Remove Security Agreement, and states as follows:

**I. MOTION TO LIFT LITIGATION INJUNCTION AS TO CERTAIN GARNISHMENT PROCEEDINGS**

1. The Receiver 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, where the counterparty merchant either has resolved, or has agreed to resolve, prior defaults, or otherwise filed for bankruptcy protection, in the following cases in the Court of Common Pleas of Philadelphia County, Pennsylvania.<sup>2</sup>

2. The cases are:

- a. *Complete Business Solutions Group, Inc. v. Legendary Property Solutions, LLC and Felix Wisniewski*, Philadelphia Court of Common Pleas Docket No. 190904371.
- b. *Complete Business Solutions Group, Inc. v. Villas Consulting Inc. and Sylvia Villa*, Philadelphia Court of Common Pleas Docket No. 191202724.
- c. *Complete Business Solutions Group, Inc. v. First American International and Investment Group Corp and Ginny Lin*, Philadelphia Court of Common Pleas Docket No. 191003369.
- d. *Complete Business Solutions Group, Inc. v. Central Intel Services, LLC and Hope M. Hankes and Kevin L. Hankes*, Philadelphia Court of Common Pleas Docket No. 190402059.

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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; 2413 Roma Drive, Philadelphia, PA 19145.

<sup>2</sup> 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, e.g. 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.

- e. *Complete Business Solutions Group, Inc. v. Calvary Floors, LLC and Sandra Rodriguez I Rice*, Philadelphia Court of Common Pleas Docket No. 180603521.
- f. *Complete Business Solutions Group, Inc. v. Capital Jet Inc. and Craig Campbell and Mary Carleton*, Philadelphia Court of Common Pleas Docket No. 191200143.
- g. *Complete Business Solutions Group, Inc. v. Quality Home Products LLC and Mark Van Duyne*, Philadelphia Court of Common Pleas Docket No. 190700536.
- h. *Complete Business Solutions Group, Inc. v. The Tolar Group, LLC and Julene Tolar and Eric Tolar*, Philadelphia Court of Common Pleas Docket No. 190607308.
- i. *Complete Business Solutions Group, Inc. v. Blessed and Faithful Learning Center LLC and Barbara Toogood*, Philadelphia Court of Common Pleas Docket No. 191201937.
- j. *Complete Business Solutions Group, Inc. v. Daniel Purinton Sole Proprietor dba Daniel Purinton Designs and Daniel Purinton*, Philadelphia Court of Common Pleas Docket No. 200500787.
- k. *Complete Business Solutions Group, Inc. v Sun Capital LLC and Bernard Diaz*, Philadelphia Court of Common Pleas Docket No. 200700627.

3. The Receiver has determined, in his professional judgment, that it is in the best interests of the Receivership Estate to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments with respect to these cases.

## **II. MOTION TO LIFT LITIGATION INJUNCTION TO ALLOW RECEIVER TO RELEASE OR REMOVE SECURITY AGREEMENTS**

4. Additionally, on February 28, 2019, Quality Home Products, LLC entered into a number of Factoring Agreements with Par Funding, guaranteed by Mark Van Duyne (“Van Duyne”). On March 5, 2019, Van Duyne entered into a Security Agreement with Par Funding, which was filed as an encumbrance on real property. As part of an agreement with Quality Home Products, LLC and Van Duyne, the Receiver seeks the Court’s permission to lift the litigation injunction to release the Security Agreement.

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 with all counsel of record in this matter regarding the relief sought through this motion and certifies that all counsel of record have either (1) not responded to the Receiver's meet and confer requests or (2) confirmed that their clients either do not oppose or take no position with respect to the relief sought. The SEC also takes no position on the motion to lift the litigation injunction. Its position on the underlying transaction was not solicited and therefore none was provided.

Dated: August 26, 2021

Respectfully Submitted,

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*Co-Counsel for Receiver*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on August 26, 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**

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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

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

Defendants.

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**[PROPOSED] ORDER GRANTING RECEIVER, RYAN K. STUMPHAUZER'S  
COMBINED SIXTEENTH MOTION TO LIFT LITIGATION INJUNCTION AS TO  
CERTAIN GARNISHMENT PROCEEDINGS AND TO ALLOW RECEIVER  
TO RELEASE OR REMOVE SECURITY AGREEMENTS**

**THIS CAUSE** comes before the Court upon the Receiver's Sixteenth Motion to Lift Litigation Injunction as to Certain Garnishment Proceedings and to Allow Receiver to Release or Remove Security Agreements [ECF No. \_\_\_\_] ("Motion"), filed on August 26, 2021.

In Section I of 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, has agreed to resolve prior defaults, or otherwise filed for bankruptcy protection, 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 Motion is **GRANTED** with respect to the relief requested in Section I thereof. Specifically, 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. Legendary Property Solutions, LLC and Felix Wisniewski*, Philadelphia Court of Common Pleas Docket No. 190904371.
- b. *Complete Business Solutions Group, Inc. v. Villas Consulting Inc. and Sylvia Villa*, Philadelphia Court of Common Pleas Docket No. 191202724.
- c. *Complete Business Solutions Group, Inc. v. First American International and Investment Group Corp and Ginny Lin*, Philadelphia Court of Common Pleas Docket No. 191003369.
- d. *Complete Business Solutions Group, Inc. v. Central Intel Services, LLC and Hope M. Hanks and Kevin L. Hanks*, Philadelphia Court of Common Pleas Docket No. 190402059.
- e. *Complete Business Solutions Group, Inc. v. Calvary Floors, LLC and Sandra Rodriguez I Rice*, Philadelphia Court of Common Pleas Docket No. 180603521.
- f. *Complete Business Solutions Group, Inc. v. Capital Jet Inc. and Craig Campbell and Mary Carleton*, Philadelphia Court of Common Pleas Docket No. 191200143.
- g. *Complete Business Solutions Group, Inc. v. Quality Home Products LLC and Mark Van Duyne*, Philadelphia Court of Common Pleas Docket No. 190700536.
- h. *Complete Business Solutions Group, Inc. v. The Tolar Group, LLC and Julene Tolar and Eric Tolar*, Philadelphia Court of Common Pleas Docket No. 190607308.
- i. *Complete Business Solutions Group, Inc. v. Blessed and Faithful Learning Center LLC and Barbara Toogood*, Philadelphia Court of Common Pleas Docket No. 191201937.

- j. *Complete Business Solutions Group, Inc. v. Daniel Purinton Sole Proprietor dba Daniel Purinton Designs and Daniel Purinton*, Philadelphia Court of Common Pleas Docket No. 200500787.
- k. *Complete Business Solutions Group, Inc. v Sun Capital LLC and Bernard Diaz*, Philadelphia Court of Common Pleas Docket No. 200700627.

In Section II of 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 to allow the Receiver to release or remove a Security Agreement for a merchant that has paid off or otherwise resolved its account balance under merchant cash agreements it entered into with Par Funding.

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 is GRANTED with respect to the relief requested in Section II thereof. Specifically, the litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted so as to allow the Receiver to release the following Security Agreement:

- a. The March 5, 2019, Security Agreement between Quality Home Products, LLC and Van Duyne and Par Funding.

**DONE AND ORDERED** in Fort Lauderdale, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2021.

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**RODOLFO A. RUIZ II**  
**UNITED STATES DISTRICT JUDGE**

Copies to: Counsel of record