

**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 SEVENTEENTH  
MOTION TO LIFT LITIGATION INJUNCTION AS TO CERTAIN  
GARNISHMENT PROCEEDINGS AND TO AUTHORIZE RECEIVER  
TO ENTER INTO A STIPULATION TO PERMIT THE SALE OF  
115 BLACK BIRCH LANE, BEECH MOUNTAIN, NC**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of the Receivership Entities,<sup>1</sup> by and through undersigned counsel, hereby files this Combined Seventeenth 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 Enter into a Stipulation to Permit the Sale of 115 Black Birch Lane, Beech Mountain, NC, and states:

**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. Hood Clean USA of Southeastern Metro Atlanta, Inc. and Damon Lamondale Bass*, Philadelphia Court of Common Pleas Docket No. 200302087.
- b. *Complete Business Solutions Group, Inc. v. Bravo Tile and Stone Inc. and Ahmet Onerbay*, Philadelphia Court of Common Pleas Docket No. 200701146.
- c. *Complete Business Solutions Group, Inc. v. Rice Hope Liquors LLC and Randy Roeser*, Philadelphia Court of Common Pleas Docket No. 200300147.
- d. *Complete Business Solutions Group, Inc. v. JBCM Holdings LLC and Clifford McGehee*, Philadelphia Court of Common Pleas Docket No. 191203058.

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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.

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 ENTER INTO A STIPULATION TO PERMIT THE SALE OF 115 BLACK BIRCH LANE, BEECH MOUNTAIN, NC**

4. William D. Lovell and Pamela B. Lovell executed a Deed of Trust for the property commonly described as 115 Black Birch Lane, Beech Mountain, NC 28604 (the “Black Birch Lane Property”) in favor of Old Republic National Title Insurance Company, Trustee on July 28, 2018, which is recorded in the public records of Watauga County, North Carolina on July 30, 2018 (the “First Deed of Trust”) in the amount of \$220,000

5. On February 22, 2019, William D. Lovell and Pamela B. Lovell executed a Deed of Trust for the Property in favor of Complete Business Solutions Group, LLC (“CBSG”), which was subsequently recorded in the public records of Watauga County, North Carolina on February 27, 2019 (the “Second Deed of Trust”) in the amount of \$350,000

6. CBSG’s Second Deed of Trust on the Black Birch Lane Property is subordinate to the First Deed of Trust.

7. The Lovells defaulted on their obligations. As a result, the current trustee beneficiary of the First Deed of Trust, WBL SPO I, LLC, is seeking to foreclose on the Black Birch Lane Property.

8. The amount due and owing under the First Deed of Trust exceeds the face amount of the mortgage, \$220,000, due to allowable fees, interest, and costs. As of July 14, 2021, the payoff of the First Deed of Mortgage was \$453,446.44, with continuing accrual at a per diem of \$289.83.

9. It is uncertain whether the value of the Black Birch Lane Property exceeds the First Mortgage.

10. Following the Receiver's investigation, and based upon the (i) unknown value of the Black Birch Lane Property, (ii) prices typically received at a foreclosure sale, and (iii) First Deed of Trust holder's ability to foreclose, the Receiver believes it in the best interest of the Receivership Estate to enter into a stipulation allowing the foreclosure to occur.

11. The proposed stipulation provides that the Receivership Estate will receive \$5,000.00 in exchange for entering into the stipulation to permit the trustee for the First Deed of Trust to foreclosure on the Black Birch Lane Property.

12. In order to protect the Black Birch Lane Property and maximize the money available to the Receivership Estate, the Receiver intends to enter into an agreement wherein the holder of the First Deed of Trust will provide the Receiver a payment of \$5,000 to allow the foreclosure to occur in the usual and customary procedure. If CBSG is owed additional funds as a result of its security interest, and such funds are available following the foreclosure, the trustee will tender the funds in accordance with the normal procedure and applicable state law.

13. The proposed stipulation is in the best interest of the Receivership Estate. Without this stipulation, the Receiver's interest will likely be eliminated through a foreclosure with no benefit to the Receivership Estate. The stipulation allows the Receiver to retain its security interest and right to payment in the event that excess funds are recovered.

14. Lifting the stay of litigation to allow for the action identified in this Motion is proper, as it presents the greatest opportunity for the Receivership Estate to capture value in the Black Birch Lane Property from the subordinate liens and to potentially bring assets into the Receivership Estate.

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 and unrepresented parties in this matter regarding the relief sought through this motion and certifies that Defendant Joseph LaForte has indicated that the Receiver has not provided him with sufficient information to allow Mr. LaForte to make an informed decision regarding the requested relief. Counsel of record for all other Defendants 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: October 4, 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@sfslaw.com](mailto: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](mailto:GJA@Pietragallo.com)  
DOUGLAS K. ROSENBLUM  
Pennsylvania Bar No. 90989  
(Admitted Pro Hac Vice)  
[DKR@Pietragallo.com](mailto:DKR@Pietragallo.com)

*Co-Counsel for Receiver*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on October 4, 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  
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SECURITIES AND EXCHANGE  
COMMISSION,

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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 SEVENTEENTH MOTION TO LIFT LITIGATION INJUNCTION AS TO  
CERTAIN GARNISHMENT PROCEEDINGS AND TO AUTHORIZE RECEIVER  
TO ENTER INTO A STIPULATION TO PERMIT THE SALE OF  
115 BLACK BIRCH LANE, BEECH MOUNTAIN, NC**

**THIS CAUSE** comes before the Court upon the Receiver's Combined Seventeenth Motion to Lift Litigation Injunction as to Certain Garnishment Proceedings and to Allow Receiver to Enter into a Stipulation to Permit the Sale of 115 Black Birch Lane, Beech Mountain, NC [ECF No. \_\_\_\_] ("Motion"), filed on October 4, 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, or has agreed to resolve, prior defaults, or otherwise filed for bankruptcy protection.

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. Hood Clean USA of Southeastern Metro Atlanta, Inc. and Damon Lamondale Bass*, Philadelphia Court of Common Pleas Docket No. 200302087.
- b. *Complete Business Solutions Group, Inc. v. Bravo Tile and Stone Inc. and Ahmet Onerbay*, Philadelphia Court of Common Pleas Docket No. 200701146.
- c. *Complete Business Solutions Group, Inc. v. Rice Hope Liquors LLC and Randy Roeser*, Philadelphia Court of Common Pleas Docket No. 200300147.
- d. *Complete Business Solutions Group, Inc. v. JBCM Holdings LLC and Clifford McGehee*, Philadelphia Court of Common Pleas Docket No. 191203058.

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], for the limited purpose of lifting the litigation injunction provided for in that Order to permit the Receiver to enter into a Stipulation to permit a senior lienholder to proceed with a foreclosure on 115 Black Birch Lane, Beech Mountain, NC, in exchange for the Receivership Estate to receive a payment in the amount of \$5,000.00.

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 enter into a stipulation to permit a senior lienholder to proceed with a foreclosure on 115 Black Birch Lane, Beech Mountain, NC, in exchange for the Receivership Estate to receive a payment in the amount of \$5,000.00.

**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