

**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.

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**RECEIVER RYAN K. STUMPHAUZER’S MOTION TO LIFT THE LITIGATION  
INJUNCTION TO ALLOW COMMENCEMENT OF COLLECTION PROCEEDINGS  
INVOLVING ROY ROSARIO, FEZZIWIGS PHILADELPHIA LLC, SOLAR  
EXCHANGE LLC AND ANTHONY FAZIO, AND EDWIN WOLL AND SHAINEE  
GABEL; AND IN THE CASE OF ROY ROSARIO, EJECTMENT PROCEEDINGS**

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

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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 Street, LLC; 861 N. 3rd St. LLC; 915-917 South 11th Street, 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 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,

the Litigation Injunction to Allow Commencement of: (i) Collection Proceedings Involving Roy Rosario, Fezziwigs Philadelphia LLC, Solar Exchange LLC and Anthony Fazio, Edwin Woll, and Shainee Gabel; and (ii) Ejectment Proceedings Involving Roy Rosario.

### **INTRODUCTION**

Certain Receivership Entities own real estate leased to third-party commercial and residential tenants. Four of the third-party tenants have been in default under the terms of their leases. All applicable COVID-related moratoriums on rent collection and eviction have expired. The Receiver desires to enforce the terms of the defaulting third-party leases to allow his property manager, OCF Realty, to collect amounts that are due and owing. Third-party tenant Roy Rosario refused to vacate the premises that he leases, notwithstanding his default of his lease and the Receiver's demands that Roy Rosario return possession of the premises to the Receiver. Thus, the Receiver seeks to recover possession of the premises that he continues to occupy.

### **PARTIES & DEFAULTS**

1. Pursuant to an order entered on July 27, 2020 [ECF No. 36] (the "Order Appointing Receiver"), as well as subsequent orders, Ryan K. Stumphauzer, Esq. is the Court-appointed receiver for the Receivership Entities identified in this Motion.

#### **Roy Rosario**

2. 1250 N. 25th St LLC is a Receivership Entity and owns certain real estate located at 1250 N. 25th Street, Philadelphia, Pennsylvania 19121 (the "1250 Street Property").

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Paupack, PA 18451; 107 Quayside Dr., Jupiter FL 33477; 2413 Roma Drive, Philadelphia, PA 19145.

3. Roy Rosario ("Rosario") leased Unit C within the 1250 Street Property pursuant to a Philadelphia County Residential Lease Agreement dated January 7, 2020 (the "Rosario Lease") and continues to occupy that unit.

4. Rosario has defaulted under the Rosario Lease and, as of September 30, 2021, owes \$25,587.02 to 1250 N. 25th St LLC. Rosario has failed or refused to vacate Rosario's leased premises despite the Receiver's demands to return possession of said premises to the Receiver.

5. Rosario also unilaterally changed the locks to Unit C, requiring the Receiver's property manager, OCF Realty, to change the locks to retain access.

#### **Fezziwigs Philadelphia LLC**

6. 803 S. 4th Street, LLC is a Receivership Entity and owns certain real estate located at 142 N. 2nd Street, Philadelphia, Pennsylvania 19106 (the "142 N. 2nd Street Property").

7. Fezziwigs Philadelphia LLC ("Fezziwigs") leased certain space within the 142 N. 2nd Street Property pursuant to a Lease Agreement dated August 27, 2018 (the "Fezziwigs Lease").

8. Prior to the appointment of the Receiver over this property, Fezziwigs defaulted under the Fezziwigs Lease and, as of September 30, 2021, Fezziwigs owes 803 S. 4th Street, LLC the sum of \$16,700.00.

#### **Solar Exchange and Anthony Fazio**

9. 803 S. 4th Street, LLC also owns certain real estate located at 803 South 4th Street, Philadelphia, Pennsylvania 19147 (the "803 South 4th Street Property").

10. Solar Exchange LLC and Anthony Fazio ("Solar Exchange" and "Fazio") leased Unit 2 F within the 803 South 4th Street Property pursuant to a Residential Lease Agreement dated May 1, 2020 (the "Solar Exchange Lease").

11. Prior to the appointment of the Receiver over this property, Solar Exchange and Fazio defaulted under the Solar Exchange Lease and, as of September 30, 2021, they owe \$12,000.00 to 803 S. 4th Street, LLC.

**Edwin Woll and Shainee Gabel**

12. 915-917 South 11th Street, LLC is a Receivership Entity and owns certain real estate located at 915-917 South 11th Street, Philadelphia, Pennsylvania (the “South 11th Street Property”).

13. Edwin Woll (“Woll”) and Shainee Gabel (“Gabel”) leased Unit 1B within the South 11th Street Property pursuant to a Philadelphia County Residential Lease Agreement dated July 1, 2019 (the “Woll/Gabel Lease”).

14. Prior to the appointment of the Receiver over this property, Woll and Gabel defaulted under the Woll/Gabel Lease and, as of September 30, 2021, Woll and Gabel jointly and severally owe 915-917 South 11th Street, LLC the sum of \$31,135.00.

**ANALYSIS**

15. The Receiver seeks to lift the Litigation Injunction to pursue: (i) collection claims against Rosario, Fezziwigs, Solar Exchange and Fazio, and Woll and Gabel; and (ii) an action in ejectment against Rosario.

16. Rosario, Fezziwigs, Solar Exchange and Fazio, and Woll and Gabel are in default by their failure to pay the obligations necessary under the relevant lease agreements.

17. Rosario is further in default of the Rosario Lease by his failure to vacate his leased premises and return possession to the Receiver.

**ARGUMENT**

18. Lifting the Litigation Injunction is appropriate to pursue claims against Rosario, Fezziwigs, Solar Exchange and Fazio, and Woll and Gabel.

19. Receivership courts generally rely on a three-factor test to adjudicate requests to lift a litigation stay injunction. These factors include:

(1) whether refusing to lift the stay genuinely preserves the status quo or whether the moving party will suffer substantial injury if not permitted to proceed; (2) the time in the course of the receivership at which the motion for relief from the stay is made; and (3) the merit of the moving party's underlying claim.

*S.E.C. v. Byers*, 592 F. Supp. 2d 532, 536 (S.D.N.Y. 2008), *aff'd*, 609 F.3d 87 (2d Cir. 2010).

20. The three factors weigh in favor of lifting the Litigation Injunction to allow the Receiver to pursue the claims.

21. Regarding the first element, the Receiver will suffer substantial injury if prohibited from pursuing the claims. Rosario, Fezziwigs, Solar Exchange and Fazio, and Woll and Gabel owe substantial sums under the respective leases. The Receiver seeks to collect these amounts for the benefit of the Receivership Estate.

22. Second, the timing is appropriate in this instance to lift the Litigation Injunction. Collection of outstanding accounts is critical to recovering assets of the Receivership and all applicable COVID-related rent and eviction moratoriums have expired.

23. Finally, the claims against Rosario, Fezziwigs, Solar Exchange and Fazio, and Woll and Gabel are meritorious. The parties executed lease agreements obligating them to (i) pay the above described Receivership Entities, and (ii) vacate their leased premises upon termination of their leases due to default. Rosario, Fezziwigs, Solar Exchange and Fazio, and Woll and Gabel failed the make the necessary lease payments, and Rosario has failed to vacate his leased premises

and return its possession to the Receiver. 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: (a) the SEC does not oppose the requested relief; and (b) counsel of record for the other parties have not responded to the Receiver's meet-and-confer requests.

WHEREFORE, the Receiver respectfully request that the Court enter an Order lifting the Litigation Injunction to allow the Receiver to pursue claims against (a) Rosario, (b) Fezziwigs, (c) Solar Exchange and Fazio, and (d) Woll and Gabel.

Dated: October 25, 2021

Respectfully Submitted,

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on October 25, 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,

Plaintiff,

v.

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  
MOTION TO LIFT THE LITIGATION INJUNCTION TO ALLOW  
COMMENCEMENT OF COLLECTION PROCEEDINGS INVOLVING  
ROY ROSARIO, FEZZIWIGS PHILADELPHIA LLC, SOLAR EXCHANGE  
LLC AND ANTHONY FAZIO, AND EDWIN WOLL AND SHAINEE GABEL;  
AND IN THE CASE OF ROY ROSARIO, EJECTMENT PROCEEDINGS**

**THIS CAUSE** comes before the Court upon the Receiver's Motion to Lift the Litigation Injunction to Allow Commencement of Proceedings Against Roy Rosario, Fezziwigs Philadelphia LLC, Solar Exchange LLC and Anthony Fazio, Edwin Woll and Shainee Gabel; and in the Case of Roy Rosario, Ejectment Proceedings [ECF No. \_\_\_\_] ("Motion"), filed on October 25, 2021.

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 to pursue causes of action against Roy Rosario, Fezziwigs Philadelphia LLC, Solar Exchange and Anthony Fazio, and Edwin Woll and Shainee Gabel for the benefit of the Receivership Estate.



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 Lift the Litigation Injunction to Allow Commencement of Proceedings Against Roy Rosario, Fezziwigs Philadelphia LLC, Solar Exchange LLC and Anthony Fazio, Edwin Woll and Shainee Gabel; and in the Case of Roy Rosario, Ejectment Proceedings [ECF No. \_\_\_\_] 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 to allow pursuit of claims against the following persons and entities:

1. Roy Rosario;
2. Fezziwigs Philadelphia LLC;
3. Solar Exchange and Anthony Fazio; and
4. Edwin Woll and Shainee Gabel.

**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