

**UNITED STATES DISTRICT COURT  
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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**ORDER GRANTING JOINT MOTION TO MODIFY ORDER ON RECEIVER'S  
EXPEDITED MOTION TO EXPAND RECEIVERSHIP TO INCLUDE 19 COUNTRY  
DRIVE, MORRISTOWN, NJ 07960 AND FOR EXTENSION OF TIME FOR RESPONSE  
TO MOTION TO EXPAND**

**THIS CAUSE** comes before the Court upon the Motion to Modify Order on Receiver's Expedited Motion to Expand the Receivership to Include 19 Country Drive, Morristown, NJ 07960 and for Extension of Time for Response to Motion to Expand [ECF No. 1208] ("Joint Motion to Modify"), filed on April 8, 2022, by the Receiver, Ryan K. Stumphauzer ("Receiver") and Non-Parties Daniel Scaramellino ("Mr. Scaramellino"), Michelle Scaramellino ("Mrs. Scaramellino"), and 19 Country Drive, LLC ("19 Country Drive") (Mr. Scaramellino, Mrs. Scaramellino, and 19 Country Drive are referred to, collectively, as "Respondents" and, together with the Receiver, the "Parties.")).

Through the Joint Motion to Modify, the Parties request the Court to Modify the Order dated March 10, 2022 [ECF No. 1182] ("Order") on the Receiver's Expedited Motion to Expand the Receivership to Include 19 Country Drive, Morristown, NJ 07960 [ECF No. 1180] ("Motion

to Expand”) to allow a sale of the property located at 19 Country Drive, Morristown, NJ 07960 (“Property”) on certain agreed-upon terms and conditions (“Sale Transaction”).

The Parties have made a sufficient and proper showing in support of the relief requested.

Accordingly, it is hereby

**ORDERED AND ADJUDGED** as follows:

1. The Joint Motion to Modify [ECF No. 1208] is **GRANTED**.
2. Paragraph 2 of the Order (paragraph 2 of the Order shall be referred to herein as the “Temporary Restraining Order”)—through which all parties receiving notice of the Order were temporarily “restrained and enjoined from directly or indirectly selling, assigning, or transferring any interest in the Property, or otherwise assisting with any such sale, assignment, or transfer, pending further order of this Court”—is hereby modified on a limited basis to permit the sale of the Property through the Sale Transaction. Specifically, 19 Country Drive, as seller, Matthew Marano, as buyer, Coldwell Banker, as broker, and any other party or entity, and their respective counsel, shall be permitted to take whatever actions are necessary to affect the closing of the Sale Transaction. This modification of the Temporary Restraining Order does not apply to any other potential sale, other than the Sale Transaction. In the event the Sale Transaction does not close pursuant to the terms thereof, the Temporary Restraining Order shall remain in full force and effect until, the earlier of i) the expiration of the Temporary Restraining Order, as set forth in paragraph 3 below, or ii) further order of the Court modifying the same.
3. Based on Respondents’ consent to extend the Temporary Restraining Order for a period of 45 days from the date of the Joint Motion to Modify, the duration of the Temporary Restraining Order is extended through and including **May 23, 2022**, at which time the Temporary Restraining Order shall expire.

4. The net proceeds from the Sale Transaction (*i.e.*, the total purchase price, minus the broker's commission, the payoff of the recorded mortgage with FCI Lender Services, Inc., and other standard closing costs as described in the Joint Motion to Modify) ("Sale Proceeds") shall be deposited with the Receiver at closing, who will account for the Sale Proceeds separately and hold those funds in escrow, under the terms of an escrow agreement to be agreed to by the Parties, and not release or otherwise disburse the funds, pending either: (i) a signed written agreement between the Parties directing the release or disbursement of the Sale Proceeds; or (ii) further order from the Court on the Motion to Expand. By agreeing that the Sale Proceeds may be deposited in escrow with the Receiver under these terms and conditions, the Respondents shall not be deemed to have acknowledged or otherwise agreed, and have indicated in the Joint Motion to Modify that they specifically disclaim, that the Sale Proceeds constitute property of the Receivership Estate or that the Receiver has a valid claim to the Sale Proceeds.

5. By agreement of the Parties, the Sale Proceeds shall be substituted in place of the Property as the *res* of the Motion to Expand. In other words, if the Parties are unable to resolve their dispute over the Sale Proceeds, the Receiver's Motion to Expand will be interpreted as seeking expansion of the Receivership Estate over the Sale Proceeds.

6. The Court acknowledges that, by agreeing to allow the Sale Proceeds to be deposited with and held in escrow by the Receiver, and to the foregoing modifications to the Order, as well as the extension of the duration of the Order, the Respondents do not: (i) submit the Property or, in its place, the Sale Proceeds to the jurisdiction of this Court;<sup>1</sup> (ii) submit themselves to the jurisdiction of this Court; (iii) waive any rights they may have, if any, to the Sale Proceeds;

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<sup>1</sup> Additionally, for jurisdictional purposes only, although the Receiver and his bank accounts are located in Florida, the Sale Proceeds shall be considered to be located in Morris County, New Jersey, as if it were the Property.

(iv) waive their opposition to the Motion to Expand and the Order (including the foregoing modification and any further modifications) or any defenses and arguments they may have, if any, in connection with the Motion to Expand and the Order and any modified Order or modifications to the Order; and (v) waive any rights before this Court or appellate rights, if any, regarding the Order (including the findings made therein, and the Order as may be modified as provided herein or otherwise) or any other order the Court may enter with respect to the Motion to Expand, and all such rights are expressly preserved.

7. Respondents are granted an extension of time, through and including **May 9, 2022**, to respond to the Motion to Expand, including filing a response in opposition to the Motion to Expand.

**DONE AND ORDERED** in Fort Lauderdale, Florida, this 8th day of April, 2022.



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

Copies to: Counsel of Record