

**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 LITIGATION INJUNCTION AS TO CERTAIN  
COUNTERPARTIES IN DEFAULT UNDER AGREEMENTS WITH  
COMPLETE BUSINESS SOLUTIONS GROUP, INC. OR CONTRACT  
FINANCING SOLUTIONS, INC., AND TO EFFECTUATE A SETTLEMENT**

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

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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.; 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 Consulting, 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; LM Property Management LLC; and ALB Management, LLC; and the receivership also includes the properties

Injunction as to Certain Counterparties in Default Under Agreements with Complete Business Solutions Group, Inc. (“CBSG”) or Contract Financing Solutions, Inc. (“CFS”), and to Effectuate a Settlement, and states as follows:

**FACTUAL BACKGROUND AND SUMMARY OF PROPOSED CLAIMS**

On or about July 27, 2020, the Court appointed the Receiver as receiver for CBSG and other associated entities.<sup>2</sup> See Order Appointing Receiver [ECF No. 36]. As stated in the Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], the Court appointed the Receiver because:

the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets of the Defendants (“Receivership Assets”) and those assets of the Relief Defendant that: (a) are attributable to funds derived from investors or clients of the Defendants; (b) are held in constructive trust for the Defendants; and/or (c) may otherwise be includable as assets of the estates of the Defendants (collectively, “Recoverable Assets”).

Amended Order Appointing Receiver, p. 1.

The Amended Order Appointing Receiver further provides for a stay of all litigation involving the Receiver and the Receivership Entities:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Entities, including subsidiaries and partnerships; or, (d) any of the Receivership Entities’ past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as “Ancillary Proceedings”)

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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; 159 26<sup>th</sup> Street, Avalon, NJ 08202; and 164 84<sup>th</sup> Street, Stone Harbor, NJ 08247.

<sup>2</sup> This Court expanded the Receivership to include CFS on May 5, 2021 [ECF No. 579].

(the “Litigation Injunction”). [ECF No. 141, ¶ 32.]

**A. Judgments for Execution and Pursuit of Claims**

The Receiver requests this Court to lift the Litigation Injunction for the limited purpose of allowing the Receiver to execute on judgments and/or pursue claims against certain counterparties in default under agreements with CBSG or CFS. Specifically, the Receiver intends to execute on judgments and/or pursue claims against the following entities (the “Counterparties”) that entered into merchant cash advance agreements with CBSG or CFS (the “Agreements”), including confessing judgment, where appropriate:

1. Judgments for Execution:
  - a. Donny Construction
  - b. Crash Services LLC d/b/a Crash Services
  - c. Rowe Enterprizes LLC d/b/a Rowe Enterprizes
  - d. Ann Produce LLC
  - e. Georgia Redevelopment Group LLC d/b/a Georgia Redevelopment Group
  - f. J&J Perlman’s Inc. d/b/a Perlman’s Towing and Recovery
  - g. Caring Cleaners Industries, Inc. d/b/a Caring Cleaners Industries, Inc.
  - h. Beth Osborn Sole Proprietor d/b/a Precision Finishes
  - i. Gist Group LLC d/b/a Gist Group
  - j. Lady Lake Montessori
  - k. Phoenix Express Inc.
  - l. Harmony Contracting Inc. d/b/a Harmony Contracting Corp.
  - m. W3 Transportation Inc.
  - n. Square Design & Construction LLC d/b/a Square Design & Construction  
d/b/a Square Design and Construction

- o. Eva Campbell Inc. d/b/a Eva Campbell d/b/a Delk & Morrison d/b/a Dell & Morrison Showroom
  - p. S and M Marketing Group LLC d/b/a S&M Marketing Group
  - q. Seed Burger LLC d/b/a Seed Burger
  - r. Pro-Safety Shield Inc. d/b/a Pro-Safety Shield d/b/a Enterprise Logistics
  - s. Interboro Beemers and Benz LLC d/b/a Interboro Beemers and Benz d/b/a Interboro Beemers & Benz
  - t. Southwest Healthcare Solutions d/b/a AAA Home Care in Las Vegas
  - u. David Johnson Sole Proprietor d/b/a Ready Auto Haulers
  - v. Pine Straw Plus LLC d/b/a Pine Straw Plus
  - w. Best Global Vacation Rentals
  - x. Brian Massey Automotive
  - y. Economics & Family Inc. d/b/a Economics & Family
  - z. The Helping Hands Agency Inc.
  - aa. Threadgills Quality Roofing d/b/a TQR d/b/a Gregory Threadgill d/b/a Grant Threadgill
  - bb. Bob Tsacrios Plumbing Inc. d/b/a Bob Tsacrios Plumbing
  - cc. Refined Custom Builders LLC d/b/a Refined Custom Builders
  - dd. Walter P. Dootson Sole Proprietor d/b/a Home Repair Solutions
  - ee. Magnolia Auto Transport d/b/a Smith Motor Co.
  - ff. Arm Transportation Inc. d/b/a Arm Transportation d/b/a The Park at AR
  - gg. Moxiecap Corporation d/b/a Moxiecap Corp.
  - hh. Riley-Sons, Inc. d/b/a Riley-Sons Roofing
2. Pursuit of claims, including confessing judgment, where appropriate:

- a. Leo Glass Installing d/b/a Showers and Custom Mirrors
- b. Driven EV LLC d/b/a Driven EV
- c. Roberto A. Gomez Flores d/b/a G and F Wrought Iron
- d. Dr. Kenneth E. Ross DO LLC d/b/a Kenneth E. Ross DO LLC d/b/a Fam Medicine
- e. WJK and Associates LLC d/b/a WJK and Associates
- f. Pho Golden Vietnamese Bar and Grill, Inc. d/b/a Pho Golden d/b/a Pho Golden Bar and Grill
- g. Krave Kobe Franchising LLC d/b/a The Krave Kobe Burger and Grill
- h. BJK Sports LLC
- i. Pho Evergreen Bar and Grill LLC d/b/a Pho Evergreen Bar and Grill d/b/a Pho Golden Vietnamese Bar and Grill
- j. Burnshaw Inc. d/b/a The Learning Place
- k. Cabesen LLC d/b/a Cabesen Group LLC d/b/a Cabesen d/b/a Cabesen Group
- l. William Smith Sole Proprietor d/b/a Heavenly Home Pro
- m. Premier Exterior Solutions Inc. d/b/a Premiere Exterior Solutions
- n. Rare Bird Lit, LLC d/b/a Rare Bird Books, LLC
- o. Dnarpo Electric LLC d/b/a Dnarpo Electric
- p. Pier 16 Fish and Chicken
- q. Javig Holdings LLC

The Receiver has determined, in his professional judgment, that it is in the best interests of the Receivership Estate to execute on judgments and/or pursue claims against these Counterparties, as well as certain of the guarantors under these various Agreements and the collateral and security that any Counterparty may have provided to CBSG or CFS under these Agreements.

**B. Effectuating Settlement Agreement in Connection with Litigation in Pinellas County.**

The Receiver requests this Court to lift the Litigation Injunction for the limited purpose of allowing the Receiver to effectuate a contemplated settlement he will be entering into in connection with certain litigation that is pending in the Sixth Judicial Circuit, in and for Pinellas County, Florida, which has been stayed as a result of the Litigation Injunction. Specifically, the Receiver, on behalf of Eagle Six Consultants, Inc., intends to enter into a settlement agreement with Grand Hope Investments, Inc. As part of this anticipated settlement agreement, the Receiver seeks to lift the stay of litigation so as to move to reopen, dismiss, or otherwise take action in the following two cases: (i) *Centerstate Bank, N.A. v. Lake Avenue South East Real Estate, LLC, et al.*, Case No. 18-000897-CI-8 (18th Jud. Cir., Pinellas County, Florida) and (2) *Grand Hope Investments, Inc. v. Lake Avenue South East Real Estate, LLC, et al.*, Case No. 18-000954-CI (18th Jud. Cir., Pinellas County, Florida) (the “Pinellas Litigation”). The Receiver has determined, in his professional judgment, that it is in the best interests of the Receivership Estate, to enter into this settlement and take the contemplated action within the Pinellas Litigation, which requires the Litigation Injunction to be lifted as to those two cases.

**ARGUMENT**

Receivership courts generally rely on a three-factor test to adjudicate requests to lift the 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)

The three factors weigh in favor of lifting the Litigation Injunction to allow the Receiver to execute on judgments and/or pursue the claims. Regarding the first element, the Receiver will

suffer injury if prohibited from pursuing these judgments and proposed claims. The Counterparties owe substantial sums under the relevant Agreements with CBSG or CFS. The Receiver seeks to collect these amounts for the benefit of the Receivership Estate. Similarly, with respect to the Pinellas Litigation, the proposed settlement of the Pinellas Litigation is expected to result in a significant cash payment to the Receivership Estate.

Secondly, the timing is appropriate in this instance to lift the Litigation Injunction. While the initial phase of a receivership often involves fact investigation and determining which claims, if any, the Receiver might pursue, the Receiver has now determined that this litigation is necessary to promote the orderly administration of the estate. Finally, the claims against these Counterparties are meritorious, as are the claims the Receiver intends to resolve in connection with the Pinellas Litigation. A proposed Order granting this relief is attached as Exhibit 1.

#### **CONCLUSION**

**WHEREFORE**, the Receiver respectfully requests that the Court enter an Order lifting the Litigation Injunction to allow the Receiver to execute on judgments and/or pursue claims, as he deems appropriate, against the Counterparties under the Agreements, as well as certain of the guarantors under these various Agreements and any collateral and security the Counterparties provided to CBSG or CFS under these Agreements, and to move to reopen, dismiss, or otherwise take other action in the Pinellas Litigation, as set forth herein.

#### **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 all counsel of record and unrepresented parties have confirmed that they and/or their clients either do not oppose, take

no position, or have not responded with their position with respect to the relief sought. The SEC has confirmed that it does not oppose the Receiver's requests to lift the litigation injunction.

Dated: August 10, 2022

Respectfully Submitted,

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Co-Counsel for Receiver



**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on August 10, 2022, 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,

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 LITIGATION INJUNCTION AS TO CERTAIN  
COUNTERPARTIES IN DEFAULT UNDER AGREEMENTS WITH  
COMPLETE BUSINESS SOLUTIONS GROUP, INC. OR CONTRACT  
FINANCING SOLUTIONS, INC., AND TO EFFECTUATE A SETTLEMENT**

**THIS CAUSE** comes before the Court upon the Receiver, Ryan K. Stumphauzer’s Motion to Lift Litigation Injunction as to Certain Counterparties in Default Under Agreements with Complete Business Solutions Group, Inc. (“CBSG”) or Contract Financing Solutions, Inc. (“CFS”), and to Effectuate a Settlement [ECF No. \_\_\_] (the “Motion”), filed on August 10, 2022.

Through this Motion, the Court-Appointed Receiver, Ryan K. Stumphauzer (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 for the limited purpose of allowing the Receiver to execute upon existing judgments and/or pursue claims against certain counterparties in default under Merchant Cash Advance Agreements with CBSG or CFS (the “Agreements”), and to effectuate a contemplated settlement he will be entering into in connection with certain litigation that is pending in the Sixth Judicial Circuit, in and for Pinellas County, Florida.

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**.

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 execute on judgments and/or pursue claims, as he deems appropriate, against the following counterparties, as well as certain of the guarantors under the various Agreements and any collateral and security these counterparties provided to CBSG or CFS:

1. Judgments for Execution:
  - a. Donny Construction
  - b. Crash Services LLC d/b/a Crash Services
  - c. Rowe Enterprizes LLC d/b/a Rowe Enterprizes
  - d. Ann Produce LLC
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  - f. J&J Perlman's Inc. d/b/a Perlman's Towing and Recovery
  - g. Caring Cleaners Industries, Inc. d/b/a Caring Cleaners Industries, Inc.
  - h. Beth Osborn Sole Proprietor d/b/a Precision Finishes
  - i. Gist Group LLC d/b/a Gist Group
  - j. Lady Lake Montessori
  - k. Phoenix Express Inc.
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  - m. W3 Transportation Inc.
  - n. Square Design & Construction LLC d/b/a Square Design & Construction  
d/b/a Square Design and Construction

- o. Eva Campbell Inc. d/b/a Eva Campbell d/b/a Delk & Morrison d/b/a Dell & Morrison Showroom
  - p. S and M Marketing Group LLC d/b/a S&M Marketing Group
  - q. Seed Burger LLC d/b/a Seed Burger
  - r. Pro-Safety Shield Inc. d/b/a Pro-Safety Shield d/b/a Enterprise Logistics
  - s. Interboro Beemers and Benz LLC d/b/a Interboro Beemers and Benz d/b/a Interboro Beemers & Benz
  - t. Southwest Healthcare Solutions d/b/a AAA Home Care in Las Vegas
  - u. David Johnson Sole Proprietor d/b/a Ready Auto Haulers
  - v. Pine Straw Plus LLC d/b/a Pine Straw Plus
  - w. Best Global Vacation Rentals
  - x. Brian Massey Automotive
  - y. Economics & Family Inc. d/b/a Economics & Family
  - z. The Helping Hands Agency Inc.
  - aa. Threadgills Quality Roofing d/b/a TQR d/b/a Gregory Threadgill d/b/a Grant Threadgill
  - bb. Bob Tsacrios Plumbing Inc. d/b/a Bob Tsacrios Plumbing
  - cc. Refined Custom Builders LLC d/b/a Refined Custom Builders
  - dd. Walter P. Dootson Sole Proprietor d/b/a Home Repair Solutions
  - ee. Magnolia Auto Transport d/b/a Smith Motor Co.
  - ff. Arm Transportation Inc. d/b/a Arm Transportation d/b/a The Park at AR
  - gg. Moxiecap Corporation d/b/a Moxiecap Corp.
  - hh. Riley-Sons, Inc. d/b/a Riley-Sons Roofing
2. Pursuit of claims, including confessing judgment, where appropriate:
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- b. Driven EV LLC d/b/a Driven EV
- c. Roberto A. Gomez Flores d/b/a G and F Wrought Iron
- d. Dr. Kenneth E. Ross DO LLC d/b/a Kenneth E. Ross DO LLC d/b/a Fam Medicine
- e. WJK and Associates LLC d/b/a WJK and Associates
- f. Pho Golden Vietnamese Bar and Grill, Inc. d/b/a Pho Golden d/b/a Pho Golden Bar and Grill
- g. Krave Kobe Franchising LLC d/b/a The Krave Kobe Burger and Grill
- h. BJK Sports LLC
- i. Pho Evergreen Bar and Grill LLC d/b/a Pho Evergreen Bar and Grill d/b/a Pho Golden Vietnamese Bar and Grill
- j. Burnshaw Inc. d/b/a The Learning Place
- k. Cabesen LLC d/b/a Cabesen Group LLC d/b/a Cabesen d/b/a Cabesen Group
- l. William Smith Sole Proprietor d/b/a Heavenly Home Pro
- m. Premier Exterior Solutions Inc. d/b/a Premiere Exterior Solutions
- n. Rare Bird Lit, LLC d/b/a Rare Bird Books, LLC
- o. Dnarpo Electric LLC d/b/a Dnarpo Electric
- p. Pier 16 Fish and Chicken
- q. Javig Holdings LLC

Additionally, 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 move to reopen, dismiss, or otherwise take action in the following two cases: (i) *Centerstate Bank, N.A. v. Lake Avenue South East Real Estate, LLC, et al.*, Case No. 18-000897-CI-8 (18th Jud. Cir.,

Pinellas County, Florida) and (2) *Grand Hope Investments, Inc. v. Lake Avenue South East Real Estate, LLC, et al.*, Case No. 18-000954-CI (18th Jud. Cir., Pinellas County, Florida).

**DONE AND ORDERED** in Fort Lauderdale, Florida, this \_\_\_ day of \_\_\_\_\_, 2022.

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

Copies to: Counsel of Record