

**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.

**RECEIVER’S MOTION FOR ORDER: (1) AUTHORIZING RECEIVER’S
SALE OF ALL REAL PROPERTY WITHIN THE RECEIVERSHIP ESTATE;
AND (2) COMPELLING LISA MCELHONE AND JOSEPH LAFORTE
TO VACATE AND SURRENDER HAVERFORD HOME OR, IN THE
ALTERNATIVE, PAY OBLIGATIONS FOR SINGLE-FAMILY HOMES**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of the Receivership Entities,¹ by and through his undersigned counsel, files this Motion for Order: (1) Authorizing

¹ The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a 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

Receiver's Sale of All Real Property Within the Receivership Estate; and (2) Compelling Lisa McElhone and Joseph LaForte to Vacate and Surrender Haverford Home or, in the Alternative, Pay Obligations for Single-Family Homes (the "Motion"). In support thereof, the Receiver states:

INTRODUCTION

The Receiver controls 25 properties, either directly or indirectly owned by Lisa McElhone (collectively, the "Receiver-Controlled Properties"). Three (3) are single-family residential properties previously occupied by Lisa McElhone and Joseph LaForte (the "Single-Family Homes"). Two other properties historically have been used for business operations (the "CBSG Offices"). The remaining 20 Receiver-Controlled Properties are either commercial, residential, or mixed-use rental properties in Philadelphia, Pennsylvania. Prior to the Receivership, many of these properties were managed by OCF Realty, LLC ("OCF"), at McElhone's direction. The Receiver has retained OCF to continue its management services for these properties (the "OCF-Managed Properties"). As explained below, the Receiver believes, in his reasonable business judgment and through consultation with his retained professionals, that it is in the best interests of the Receivership Estate to sell the Receiver-Controlled Properties and convert those assets to cash, to be held in the Receivership Estate pending the Court's entry of a distribution plan.

Additionally, because LaForte and McElhone have breached an agreement they reached with the Receiver to pay rent and all carrying costs related to the Single-Family Homes, the Receiver requests entry of an Order directing McElhone and LaForte to vacate and surrender the home located at 568 Ferndale Lane in Haverford, Pennsylvania (the "Haverford Home") to the

LLC; and ALB 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; and 2413 Roma Drive, Philadelphia, PA 19145.

Receiver within 90 days. Alternatively, should McElhone and LaForte pay these outstanding obligations within 30 days, the Receiver would be agree to exclude the Haverford Home from the list of Receiver-Controlled Properties for which the Receiver is seeking the Court's approval to begin the process of marketing and selling. Additionally, should they make this payment, the Receiver would agree to allow McElhone and LaForte to continue to occupy the Haverford Home until such future time that the Receiver seeks an Order authorizing the Receiver to sell the Haverford Home or requiring McElhone and LaForte to vacate and surrender the Haverford Home to the Receiver.

FACTUAL BACKGROUND

A. The Receiver-Controlled Properties

1. Single-Family Homes

McElhone holds title to 107 Quayside Drive in Jupiter Florida (the "Florida Home"). LWP North LLC holds title to 105 Rebecca Court in Paupack, Pennsylvania (the "Poconos Home"). Blue Valley Holdings, LLC holds title to the Haverford Home". These three Single-Family Homes are subject to the Receiver's control pursuant to the Court's Order Granting Motion to Expand Receivership Estate (ECF No. 436) (the "Expansion Order").

Pursuant to an agreement with the Receiver, LaForte and McElhone have been allowed to live in the Haverford Home, but may not occupy or otherwise use the Florida Home or Poconos Home. McElhone and LaForte also agreed to pay the Receiver rent for the Haverford Home and pay all carrying costs (taxes, insurance, and maintenance) for all three (3) Single-Family Homes. As discussed below, however, McElhone and LaForte have breached this agreement.

2. CBSG Offices

The CBSG Offices, 20-22 North 3rd Street (4 units) and 205 B Arch Street, Philadelphia, Pennsylvania were historically occupied by CBSG-affiliated businesses. The Receiver has consolidated all CBSG business operations within the 20-22 North 3rd Street Office suite. These two properties were included within the scope of the Receivership Estate pursuant to the Expansion order. *See* ECF No. 436.

3. OCF-Managed Properties

The 20 OCF-Managed Properties comprise 121 rental units (110 residential units and 11 commercial units), all of which are located within the City of Philadelphia. These properties were included within the scope of the Receivership Estate pursuant to the Expansion order. *See* ECF No. 436. The following chart provides a property-by-property overview of these properties:

OCF Managed Properties/Description of Rental Units			
Properties	# of Units	# Residential	#Commercial
300 Market St.	13	12	1
1427 Melon St.	24	24	0
1530 Christian St.	3	3	0
627-629 E. Girard Ave.	10	8	2
861 N. 3 rd St.	4	3	1
1223 N. 25 th St.	3	3	0
4633 Walnut St.	4	4	0
803 S. 4 th St.	2	2	0
142 N. 2 nd St. (Owned by "803 S. 4 th St., LLC")	1	0	1
915-917 S. 11 th St.	6	6	0
135-137 N. 3 rd St.	18	16	2
500 Fairmount Ave.	6	5	1
2413 Roma Drive	1	1	0
118 Olive St.	1	1	0
1250 N. 25 th St.	3	3	0
1248 N. 25 th St., Unit A	1	1	0

(Owned by “1250 North 25 th St., LLC”)			
1932 Spruce St.	6	6	0
242 S. 21 st St.	4	4	0
1635 Passyunk Ave.	3	2	1
715 Sansom St.	8	6	2
TOTAL:	<u>121</u>	<u>110</u>	<u>11</u>

B. The Receiver’s Recommendation to Sell the Receiver-Controlled Properties

The Receiver has considered all viable alternatives for the continued operation and management, as well as the potential disposition, of the Receiver-Controlled Properties. In his reasonable business judgment, the Receiver has determined—given, among other things, market factors, ongoing operation and maintenance expenses, and the status of these proceedings—that the marketing and private sale of the Receiver-Controlled Properties out of the Receivership Estate, with each sale subject to future Court approval, is the method most likely to maximize the value of these Receiver-Controlled Properties. Additionally, given that these properties are not subject to any third-party debt, the sales of these properties will generate substantial proceeds that may be used to satisfy the Amended Final Judgment the Court entered against LaForte and McElhone for disgorgement, prejudgment interest, and penalties [ECF No. 1451], which will help in amassing funds that may ultimately be distributed to investors as part of a Court-approved distribution plan.

Many of the OCF-Managed Properties are concentrated in certain Philadelphia neighborhoods and may require considerable time to market and to sell. The Properties also incur ongoing maintenance and management expenses. In addition, certain title defects encumber several of the OCF-Managed Properties. These title defects existed when McElhone originally acquired the properties, and were effectively “insured over” through the title insurance policies provided to McElhone at closing. The Receiver anticipates that it will take time for the Receiver

to continue to attempt to resolve these title defects and liens on certain properties, which must be completed before these properties can be sold.

C. The Receiver Seeks an Order Compelling McElhone and LaForte to Vacate and Surrender the Haverford Home or, Alternatively, to Pay their Obligations for the Single-Family Homes.

The Receiver also seeks an Order requiring McElhone and LaForte to vacate and surrender the Haverford Home or, alternatively, pay the obligations they owe to the Receivership Estate regarding rent for the Haverford Home and the other carrying costs for all three (3) Single-Family Homes. As discussed above, the Receiver reached an agreement with McElhone and LaForte that they could reside in the Haverford Home, subject to payment of monthly rent of the Haverford Home and the payment of all carrying costs and other expenses for the three Single-Family Homes (including utilities, maintenance, insurance, homeowners fees and other necessary and appropriate expenses), including reimbursing the Receiver when he has been forced to advance payment for these expenses. Despite multiple requests from the Receiver, McElhone and LaForte have not paid rent on the Haverford Home since August 2022, and are tens of thousands of dollars in arrears on payment and/or reimbursement of other residential expenses and carrying costs for all three Single-Family Homes. For example, the Receivership most recently had to step in and pay the Homeowners Association Fee on the Florida Home to prevent foreclosure of that property. In total, the current obligation due from McElhone and LaForte to the Receiver for rent and other expenses is \$61,481.17. A ledger reflecting the Receiver's current understanding of these outstanding obligations is attached as **Exhibit 1**. This amount continues to increase as the Receiver learns of additional obligations that McElhone and LaForte have failed to pay pursuant to their agreement with the Receiver.

Alternatively, and in lieu of requiring McElhone and LaForte to vacate this home, if within 30 days McElhone and LaForte pay the past due rent for the Haverford Home, and other residential expenses and carrying costs for all three Single-Family Homes, the Receiver would allow McElhone and LaForte to continue to occupy the Haverford Home. Should McElhone and LaForte make this payment within the required timeframe, the Receiver would exclude the Haverford Home from the list of Receiver-Controlled Properties for which the Receiver is seeking the Court's approval to begin the process of marketing and selling. Additionally, the Receiver would allow McElhone and LaForte to continue to occupy the Haverford Home, until such future time that the Receiver seeks an Order authorizing the Receiver to sell the Haverford Home or requiring McElhone and LaForte to vacate and surrender the Haverford Home to the Receiver.

MEMORANDUM OF LAW

Pursuant to the Amended Order Appointing Receiver (ECF No. 141) (the "Amended Appointment Order"), the Receiver is authorized, subject to various conditions and requirements, to "list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates. (Amended Appointment Order at ¶ 38). Additionally, "[u]pon further Order of this Court, pursuant to such procedures as may be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be authorized to sell, and transfer clear title to, all real property in the Receivership Estates." (*Id.* at ¶ 39).

At this time, the Receiver is not requesting the Court to enter an Order authorizing the sale of any specific Receiver-Controlled Properties on any particular terms. Rather, because the process of marketing and selling these properties will require the Receiver to incur significant time and expense, the Receiver is simply asking the Court to authorize the Receiver to begin that process

in anticipation of potential sales in the near future. After marketing the Receiver-Controlled Properties and receiving offers to purchase these properties, the Receiver will evaluate and recommend to the Court specific sales for the individual properties, “on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.” (*Id.* at ¶ 38).

Moreover, the Amended Appointment Order provides that “the Receiver is authorized to take immediate possession of all real property of the Receivership Entities, wherever located, including but not limited to all ownership and leasehold interests and fixtures.” (Amended Appointment Order at ¶ 19). The Haverford Home constitute “real property of the Receivership Entities,” and McElhone and LaForte continue to occupy the Haverford Home, but only pursuant to an agreement with the Receiver that they will pay rent for the Haverford Home, and all other residential expenses and carrying costs for all three Single-Family Homes. McElhone and LaForte are currently in breach of this agreement.

Under the terms of the Amended Appointment Order, “[t]he Receiver shall promptly notify the Court and SEC counsel of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order.” (Amended Appointment Order at ¶ 31). McElhone and LaForte are not complying with the terms of the Amended Appointment Order because they are in possession of the Haverford Home without the permission of the Receiver, or otherwise in violation of the Receiver’s agreement under which McElhone and LaForte were permitted to occupy this home. As a result, the Receiver seeks an Order from the Court to require McElhone and LaForte to comply with the terms of the Amended Appointment Order by vacating and surrendering to the Receiver the Haverford Home within 90 days.

If, however, McElhone and LaForte pay the past due rent for the Haverford Home, and other residential expenses and carrying costs for all three Single-Family Homes, the Receiver would allow McElhone and LaForte to continue to occupy the Haverford Home (and, therefore, the Receiver would exclude the Haverford Home from the Receiver-Controlled Propertius for which the Receiver is asking the Court to authorize the Receiver to begin the process of marketing and selling), until such future time that the Receiver seeks an Order authorizing the Receiver to sell the Haverford Home or requiring McElhone and LaForte to vacate and surrender the Haverford Home to the Receiver.

CONCLUSION

WHEREFORE, the Receiver respectfully requests that the Court enter an Order: (1) authorizing the Receiver to begin the process of marketing and selling the Receiver-Owned Properties, provided that the Receiver shall not sell any of these properties without obtaining further Orders of the Court; (2) requiring McElhone and LaForte to comply with the terms of the Amended Appointment Order by vacating and surrendering the Haverford Home to the Receiver within 90 days, provided, however, that if McElhone and LaForte pay the past due rent for the Haverford Home, and other residential expenses and carrying costs for all three Single-Family Homes, the Receiver would allow McElhone and LaForte to continue to occupy the Haverford Home (and, therefore, the Receiver would not ask the Court to permit the Receiver to begin the process of marketing and selling the Haverford Home), until such future time that the Receiver seeks an Order authorizing the Receiver to sell the Haverford Home or to require McElhone and LaForte to vacate and surrender the Haverford Home to the Receiver; and (3) granting such other and further relief as the Court deems just and proper.

A proposed Order granting this Motion is attached as **Exhibit 2**.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

The undersigned counsel has conferred with counsel of record for all parties who may be affected by the relief sought in the motion in a good faith effort to resolve by agreement the issues to be raised in the motion, and certifies that: (1) the Securities and Exchange Commission does not oppose the requested relief; and (2) Defendants Lisa McElhone and Joseph LaForte oppose the requested relief.

Dated: January 10, 2023

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on January 10, 2023, 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”

Receivership of Complete Business Solutions Group, Inc. and related entities
Expenses paid on behalf of LaForte and McElhone through January 9, 2023

<u>Date</u>	<u>Company Paying</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
<u>105 Rebecca Court, Paupack, PA 18451</u>				
7/28/2022	CBSG	Beth's Heavenly Scent	Repairs and Maintenance	\$ 425.00
10/6/2022	CBSG	Beth's Heavenly Scent	Repairs and Maintenance	\$ 425.00
10/11/2022	CBSG	Beth's Heavenly Scent	Repairs and Maintenance	\$ 425.00
12/15/2022	CBSG	Beth's Heavenly Scent	Repairs and Maintenance	\$ 425.00
5/5/2021	CBSG	Chris Teada	Repairs and Maintenance	\$ 1,200.00
5/6/2021	LWP	Chris Teada	Repairs and Maintenance	\$ 800.00
10/20/2002	CBSG	Furino Mechanical	Repairs and Maintenance	\$ 2,328.75
8/22/2022	CBSG	Furino Mechanical	Repairs and Maintenance	\$ 5,029.00
9/2/2022	CBSG	Jack Mulhern - home depot	Repairs and Maintenance	\$ 16.70
7/1/2021	CBSG	MG TLC Inc	Repairs and Maintenance	\$ 1,200.00
10/6/2022	CBSG	MG TLC Inc	Repairs and Maintenance	\$ 2,978.60
10/11/2022	CBSG	MG TLC Inc	Repairs and Maintenance	\$ 742.00
9/29/2022	CBSG	Pocono Pest Control	Repairs and Maintenance	\$ 689.00
4/12/2021	CBSG	Security Network Alarms	Alarm	\$ 1,120.00
6/17/2021	CBSG	Security Network Alarms	Alarm	\$ 930.00
7/13/2021	CBSG	Security Network Alarms	Alarm	\$ 2,063.20
8/8/2022	CBSG	Westguard Insurance	Insurance	\$ 568.43
9/6/2022	CBSG	Westguard Insurance	Insurance	\$ 568.43
10/6/2022	CBSG	Westguard Insurance	Insurance	\$ 568.43
11/1/2022	CBSG	Westguard Insurance	Insurance	\$ 568.43
12/8/2022	CBSG	Westguard Insurance	Insurance	\$ 568.43
1/8/2023	CBSG	Westguard Insurance	Insurance	\$ 568.43
Total 105 Rebecca Court, Paupack, PA 18451				\$ 24,207.83
<u>568 Ferndale Lane, Haverford, PA 19041 - Rent</u>				
9/1/2022	BVH	Home Rental	September 2022	\$ 5,000.00
10/1/2022	BVH	Home Rental	October 2022	\$ 5,000.00
11/1/2022	BVH	Home Rental	November 2022	\$ 5,000.00
12/1/2022	BVH	Home Rental	December 2022	\$ 5,000.00
1/1/2023	BVH	Home Rental	January 2023	\$ 5,000.00
Total 568 Ferndale Lane, Haverford, PA 19041 - Rent				\$ 25,000.00
<u>568 Ferndale Lane, Haverford, PA 19041 - Expenses</u>				
4/27/2021	BVH	Westguard Insurance	Insurance	\$ 1,765.56
6/18/2021	BVH	Westguard Insurance	Insurance	\$ 150.00
7/15/2022	BVH	Westguard Insurance	Insurance	\$ 2,249.40
7/15/2022	BVH	Westguard Insurance	Insurance	\$ 150.00
Total 568 Ferndale Lane, Haverford, PA 19041 - Expenses				\$ 4,314.96
<u>107 Quayside Drive, Jupiter, FL 33477</u>				
12/8/2022	QSF	Admirals Cove	Oct 2022- Jan 2023 Fees	\$ 7,548.94
12/28/2022	CBSG	Security Network Alarms	Invoice 408789	\$ 409.44
Total 107 Quayside Drive, Jupiter, FL 33477				\$ 7,958.38
Reimbursement request				\$ 61,481.17

Exhibit 2

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

Defendants.

[PROPOSED] ORDER GRANTING RECEIVER’S MOTION FOR ORDER: (1) AUTHORIZING RECEIVER’S SALE OF ALL REAL PROPERTY WITHIN THE RECEIVERSHIP ESTATE; AND (2) COMPELLING LISA MCELHONE AND JOSEPH LAFORTE TO VACATE AND SURRENDER HAVERFORD HOME OR, IN THE ALTERNATIVE, PAY OBLIGATIONS FOR SINGLE-FAMILY HOMES

THIS CAUSE comes before the Court upon the Receiver’s Motion for Order: (1) Authorizing Receiver’s Sale of All Real Property Within the Receivership Estate; and (2) Compelling Lisa McElhone and Joseph LaForte to Vacate and Surrender Haverford Home or, in the Alternative, Pay Obligations for Single-Family Homes (ECF No. _____) (the “Motion”), filed on January 10, 2023.

Having reviewed the Motion and being otherwise duly advised, it is hereby

ORDERED AND ADJUDGED that:

1. The Receiver’s Motion is **GRANTED**.
2. The Receiver is authorized to begin the process of marketing the 25 properties within the Receivership Estate, which are either directly or indirectly owned by Lisa McElhone, as identified in the Motion (collectively, the “Receiver-Controlled Properties”), including retaining

real estate brokers/agents, appraisers, and other professionals and consultants, but shall not sell any of the properties without further order of the Court.

3. In the event the Receiver seeks to sell any of the Receiver-Controlled Properties through a private sale, the Receiver shall file a motion asking the Court to authorize the Receiver to sell and transfer title to such property, pursuant to such procedures as may be required by this Court and additional authority, such as 28 U.S.C. §§ 2001 and 2004.

4. Lisa McElhone and Joseph LaForte must vacate and surrender to the Receiver the property located at 568 Ferndale Lane in Haverford, Pennsylvania (the “Haverford Home”) within ninety (90) days from the date of this Order, subject to the following conditions:

- a. If, within 30 days from the date of this Order, McElhone and LaForte pay to the Receiver the past due rent for the Haverford Home, and other residential expenses and carrying costs for all three Single-Family Homes within the Receivership Estate (107 Quayside Drive in Jupiter Florida, 105 Rebecca Court in Paupack, Pennsylvania, and the Haverford Home), which the Receiver has calculated as of the date of the Motion to be \$61,481.17, the Haverford Home shall be excluded from the Receiver-Controlled Properties the Receiver has been authorized under this Order to begin the process of marketing and selling.
- b. If McElhone and LaForte make the payment described in paragraph 4(a) herein, the Court acknowledges the Receiver’s agreement to allow McElhone and LaForte to continue to occupy the Haverford Home, until such future time that the Receiver seeks an Order authorizing the Receiver to begin the process of marketing and selling the Haverford Home, or requiring McElhone and LaForte to vacate and surrender the Haverford Home to the Receiver.

DONE AND ORDERED in Fort Lauderdale, Florida, this day of _____, 2023.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record