

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 20-CV-81205-RAR/REINHART

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

Defendants.

**RECEIVER, RYAN K. STUMPHAUZER'S MOTION TO COMPEL
PACIFIC LIFE INSURANCE COMPANY'S COMPLIANCE WITH SUBPOENA**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver ("Receiver") of the Receivership Entities,¹ files this Motion to Compel Pacific Life Insurance Company's Compliance with Subpoena.

¹ 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; 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.;

I. Factual Background and Procedural History

ABFP Multi-Strategy Investment Fund LP is one of the Receivership Entities and owner of Pacific Life Insurance Company (“Pacific Life”) policy number VF5152870. This \$1,000,000 life insurance policy is an asset purchased by ABFP Multi-Strategy Investment Fund LP on the secondary market prior to the establishment of this Receivership. The Court appointed the Receiver on July 27, 2020, and issued an amended order appointing the Receiver on August 13, 2020. The Receiver diligently and promptly filed notices of the Receivership in federal courts across the United States in districts in which assets of Receivership Entities were located. This included all four federal districts in California. Pacific Life is based in Newport Beach, California, within the jurisdiction of the United States District Court for the Central District of California. The Receiver filed his notice of Receivership with that court on August 19, 2020, at docket number 2:20-mc-00079.

Notwithstanding this Court’s orders enjoining the dissipation of all Receivership assets, Pacific Life terminated policy VF5152870 on or about October 29, 2020, for insufficient value in the policy to cover required premiums. It appears that ABFP Multi-Strategy Investment Fund LP allowed the equity in the policy to drop to an insufficient level prior to appointment of the Receiver. Having received no notice of the termination of the policy, the Receiver sent a premium payment to Pacific Life on November 6, 2020. The Receiver first received notice of the October 29, 2020 termination of the policy on November 19, 2020. Thereafter, Pacific Life returned the Receiver’s premium payment.

Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; LM Property Management LLC; and ALB Management, LLC; and the receivership also includes the properties located at 107 Quayside Dr., Jupiter FL 33477 and 2413 Roma Drive, Philadelphia, PA 19145.

Per the terms of the life insurance policy, the Receiver endeavored to follow the procedures for reinstatement of the policy. This required certain paperwork to be completed and signed by the insured. In the midst of the COVID-19 global pandemic, the Receiver located the insured through his son, both of whom resided in California. Pacific Life required an original “wet” signature by the insured on the reinstatement paperwork. Unfortunately, the insured was living in a long-term care facility at the time, and that facility did not permit visitors – even immediate family members – during the pandemic. The Court will recall tight restrictions existed, especially for vulnerable populations including the elderly, during the early months of the pandemic when vaccinations were not yet available. Sadly, the insured passed away during the pandemic. The Receiver was not able to obtain the insured’s wet signature on the reinstatement paperwork before the insured’s death, and the policy was not reinstated.

II. Issuance of the Subpoena

The Receiver, through his counsel, contacted Pacific Life to find a mutually acceptable resolution in order to preserve this valuable asset for the investors. Pacific Life has stood by its original position that the policy lapsed, the Receiver never submitted a completed application for reinstatement, and the insured died without active coverage under the policy. The Receiver served a subpoena on Pacific Life to obtain documents regarding its reinstatement policies, as well as policies changed or impacted by the COVID-19 pandemic. A copy of the subpoena is attached as Exhibit 1. These documents are critical to the preservation of this asset by the Receiver, as the Receiver was unable to obtain a wet signature from the insured before his death.

III. Pacific Life Response

Pacific Life improperly terminated the subject life insurance policy in violation of this Court’s orders establishing the Receivership. Pacific Life unreasonably insisted upon compliance

with reinstatement procedures that were impossible to perform in the midst of a global pandemic. The Receiver properly served a subpoena upon Pacific Life. At the request of Pacific Life, the Receiver agreed to a courtesy extension of time to respond to the subpoena. When Pacific Life responded to the subpoena, it failed to do so properly. Specifically, Pacific Life failed to serve formal responses and/or objections to each request in the subpoena. Pacific Life unilaterally and improperly narrowed the scope of the subpoena by refusing to provide documents outside of a six-month date range from October 29, 2020, to April 1, 2021. And, most notably, Pacific Life provided just one single document it suggests is responsive to the subpoena. It is implausible that only one document is responsive to Receiver's subpoena.

It is critical for the Receiver to obtain all responsive documents from January 1, 2020, through July 1, 2021, so that the Receiver can discover relevant changes in Pacific Life's policies over time and/or how it treated other insureds and beneficiaries both before and after the global pandemic. The 18-month scope of the subpoena is not unreasonable and does not create a hardship or unjust burden on Pacific Life.

IV. Inability to Resolve the Dispute Without Court Action

Pacific Life failed to supplement the single page subpoena response. On January 9, 2023, the Receiver's counsel informed Pacific Life of a discovery dispute. Pursuant to the local rules, the Receiver proposed submitting the discovery dispute to Judge Bruce Reinhart for resolution. The Receiver, likewise, prepared a draft of a joint memorandum for submission to Judge Reinhart and provided it to Pacific Life for comments. Pacific Life failed to provide a substantive response to the Receiver's January 9th email or to multiple follow up requests. On May 16, 2023, Pacific Life ultimately responded that it "will not provide comments, nor agree to file the memorandum."

A copy of Pacific Life's correspondence is attached hereto as Exhibit 2. Pacific Life's refusal compels the Receiver to bring the instant motion.

ARGUMENT²

The Federal Rules of Civil Procedure provide that litigants may obtain "discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case." Fed. R. Civ. P. 26(b)(1). Such discovery may be obtained from a non-party through service of a subpoena commanding the production or inspection of documents, electronically stored information, and tangible things. Fed. R. Civ. P. 45(a)(1)(D). "The purpose of a subpoena duces tecum is to compel the production of documents or things relevant to the facts at issue in a pending judicial proceeding." *Am. Airlines, Inc. v. In Charge Mktg., Inc.*, 2:10-CV-00467-JES, 2012 WL 2116349, at *2 (M.D. Fla. June 11, 2012). "A subpoena duces tecum is the only way to compel a non-party to produce documents or other materials." *Id.*

Federal Rule of Civil Procedure 45 provides a mechanism by which a requesting party may seek to compel a non-compliant subpoena recipient to produce the requested documents. Specifically, Rule 45(d)(2)(B)(i) states, in relevant part, "At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection." Rule 45 further provides that "[t]he issuing court may hold in contempt a person who, having been served, failed without adequate excuse to obey a subpoena." Fed. R. Civ. P. 45(e).

² United States Magistrate Judge Bruce Reinhart has established procedures for resolving discovery disputes. *See* Standing Discovery Order for Magistrate Judge Bruce Reinhart, available at <https://www.flsd.uscourts.gov/sites/flsd/files/Reinhart%20SDO.pdf> . Under these procedures, a party may not file a discovery motion until after conferring with the opposing party in a good faith effort to resolve the matter and participating in a discovery hearing with Judge Reinhart. *Id.* at III(B) ("Hearing Procedures"). These Hearing Procedures do not apply, however, to objections involving third-party subpoenas. *Id.* Accordingly, the Receiver is filing this Motion without first scheduling a discovery hearing with Judge Reinhart.

Florida courts routinely enforce nonparty subpoenas reasonably calculated to lead to the discovery of admissible evidence. *See, e.g., Coty Inc. v. C Lenu, Inc.*, 2010 WL 5392887, at *7 (S.D. Fla. 2010) (granting motion to compel responses to subpoena where requesting party sought relevant documents and subpoenaed nonparty failed to demonstrate any harm in disclosing such documents); *Stringer v. Ryan*, 2009 WL 3644360, at *2 (S.D. Fla. Oct. 30, 2009) (holding that non-party must produce personnel files sought in a subpoena); *Johnson v. Petsmart, Inc.*, 2007 WL 2852363 (M.D. Fla. 2007) (a subpoenaed party may be compelled to comply with a subpoena once the moving party shows that the subpoena was properly issued and served); *Trujillo v. USAA Cas. Ins. Co.*, 11-80320-CIV, 2012 WL 12855428, at *2 (S.D. Fla. May 2, 2012) (granting defendant's motion to compel and ordering non-party to provide all documents responsive to the subpoena).

Pacific Life's failure to fully comply with the Subpoena is without justification and any untimely objections to the Subpoena are waived because Pacific Life did not timely submit written objections to the Subpoena. *See Madeline LLC v. Street*, 2009 WL 1563526 (S.D. Fla. June 3, 2009) (untimely objections to non-party subpoena deemed waived); *Bailey Indus., Inc. v. CLJP, Inc.*, 270 F.R.D. 662 (N.D. Fla. 2010) (non-party recipient of subpoena duces tecum waived any objection to subpoena by failing to submit timely written objection to subpoena or motion to quash).

The Subpoena is reasonably calculated to target documents and correspondence related to the impossibility of Pacific Life's "wet ink" signature requirement at the onset of the COVID-19 pandemic. Pacific Life's single page production is insufficient. Pacific Life, moreover, failed to timely object to the Subpoena. In light of the foregoing, the Receiver's Motion to Compel should

be granted, and Pacific Life should be ordered to produce all documents responsive to the Subpoena immediately.

V. Conclusion

WHEREFORE, the Receiver requests that the Court grant the Motion to Compel and order Pacific Life to produce all responsive documents within twenty days of its Order.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

Pursuant to Local Rule 7.1(a)(3), undersigned counsel for the Receiver certifies that he has conferred with in-house counsel for Pacific Life Insurance Company regarding the relief requested herein, who has confirmed that Pacific Life Insurance Company does not intend to produce any additional documents to the Receiver in response to the subpoena.

Dated: August 9, 2023

**STUMPHAUZER KOLAYA
NADLER & SLOMAN, PLLC**
Two South Biscayne Blvd., Suite 1600
Miami, FL 33131
Telephone: (305) 614-1400

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Co-Counsel for Receiver

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Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 9, 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, and on the Assistant Vice President & Managing Assistant General Counsel for Pacific Life Insurance Company, Kari Turigliatto, by email to Kari.Turigliatto@PacificLife.com.

/s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA

Exhibit “1”

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

SECURITIES EXCHANGE COMMISSION

Plaintiff

v.

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

Defendant

Civil Action No. 20-cv-81205-RAR

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Pacific Life Insurance Company

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Attachment "A"

Place: Via e-mail to receiver@parfundingreceivership.com, or
to Stumphauzer Foslid Sloman Ross & Kolaya, PLLC,
Two S. Biscayne Blvd., Ste. 1600, Miami, FL, 33131

Date and Time:

09/24/2022 5:00 pm

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 08/24/2022

CLERK OF COURT

OR

/s/ Ryan K. Stumphauzer

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Receiver,
Ryan K. Stumphauzer, who issues or requests this subpoena, are:
receiver@parfundingreceivership.com, Two S. Biscayne Blvd., Ste. 1600, Miami, FL, 33131, (305) 614-1400

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 20-cv-81205-RAR

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

ATTACHMENT “A”
SCHEDULE OF DOCUMENTS TO BE PRODUCED

DEFINITIONS

1. “Communication” means any transmission, conveyance, or exchange of information whether by written, oral, electronic, or other means, including all electronically stored information.

2. “Concern” or “Concerning” means constituting, referring to, relating to, pertaining to, involving, discussing, mentioning, or otherwise bearing any logical relation to the specified subject matter.

3. “Document” means all documents, information, and items within the scope of Federal Rule of Civil Procedure 34(a)(1)(A), including, without limitation, text messages, paper documents including copies of check, emails, communications (as defined above), and all electronically stored information (“ESI”) (as defined below) in its native format and all associated metadata. A draft or non-identical copy is a separate document within the meaning of this term.

4. “ESI” means electronically stored information or data and is to be interpreted broadly, as used in the Federal Rules of Civil Procedure and the advisory committee notes thereto, to include all information regardless of the storage media (e.g., hard drive, CD-ROM, DVD, disc, tape, thumb drive, VoiceMail system, or mobile device such as a smartphone, tablet, or cell phone).

5. “Pacific Life,” “You,” or “Your” means Pacific Life Insurance Company, any entity that is owned by, affiliated with, or in business with Pacific Life Insurance Company, and any agent, affiliate, or person acting on behalf of Pacific Life Insurance Company, including any representative or attorney of Pacific Life Insurance Company.

INSTRUCTIONS

1. You are required to respond to these requests in accordance with the Federal Rules of Civil Procedure and the Southern District of Florida's Local Rules.

2. In complying with these requests, you are required to produce all documents and things specified herein in your possession or custody, under your control, or otherwise available to you. These requests are continuing in nature; you must make supplementary productions when and if you obtain additional documents or things or different versions of a document or thing.

3. If any documents or things requested herein have been but are no longer in your possession, custody, or control, state what disposition was made of them and when, and identify the person(s) or entity(ies) responsible for or otherwise involved in such disposition. If any documents or things requested herein have been lost or destroyed, describe in detail the circumstances of such loss or destruction and identify, to the extent possible, each lost or destroyed document or thing and all files that contained such documents or things.

4. If you cannot comply with any request in full, you shall comply with it to the extent possible and provide a complete explanation as to why full compliance is not possible.

5. Whenever a request is stated in the conjunctive, you shall also take it in the disjunctive, and vice versa. Whenever a request is stated in the singular, you shall also take it to mean the plural, and vice versa.

6. If you assert any claim of privilege or work product protection as to any requested document (or portion thereof), you shall provide, at the time of production, a privilege log that complies with the requirements of the Federal Rules of Civil Procedure and Rule 26.1 of the Southern District of Florida's Local Rules, separately and specifically identifying each such document (or portion thereof) by date, author, recipient, persons copied, and general description

of the subject matter of the document, along with a statement of the specific privilege claimed and its basis. You shall update this privilege log as you supplement your production.

DOCUMENT REQUESTS

1. All guidelines for changes to Pacific Life's administration of life insurance policies made in response to COVID-19 between January 1, 2020, and July 1, 2021.
2. All documents and communications discussing changes to Pacific Life's administration or life insurance policies made in response to COVID-19 between January 1, 2020, and July 1, 2021.
3. All documents and communications written or otherwise, identifying how Pacific Life permitted policy reinstatement in response to COVID-19 between January 1, 2020, and July 1, 2021.
4. All guidelines identifying how Pacific Life permitted policy reinstatement in response to COVID-19 between January 1, 2020, and July 1, 2021.
5. All documents and communications concerning any changes to Pacific Life's internal practices for policy reinstatement as a result of state and local COVID-19 restrictions between January 1, 2020 and July 1, 2021.
6. All documents and communications concerning any changes to Pacific Life's internal practices for policy reinstatement as a result of state and local COVID-19 restrictions between January 1, 2020 and July 1, 2021
7. Copies of any and all policies, with identifying information redacted, between January 1, 2020 and July 1, 2021 which was reinstated without a "wet ink" signature.

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO. 20-CIV-81205-RAR**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

COMPLETE BUSINESS SOLUTIONS GROUP, INC.

d/b/a PAR FUNDING, *et al.*,

Defendants.

**RECEIVER, RYAN K. STUMPHAUZER'S
NOTICE OF ISSUING SUBPOENA DUCES TECUM**

PLEASE TAKE NOTICE that pursuant to the Federal Rules of Civil Procedure and the Court's August 13, 2020 Amended Notice of Appointing Receiver (D.E. 141), the Receiver, Ryan K. Stumphauzer, has issued the attached subpoena for the production of documents on the date, time and location indicated below:

DEPONENT	DATE AND TIME	LOCATION
Pacific Life Insurance Company	09/24/2022 at 5:00 p.m.	Via e-mail to: receiver@parfundingreceivership.com or to Stumphauzer Foslid Sloman Ross & Kolaya, PLLC Two S. Biscayne Blvd., Suite 1600 Miami, FL 33131

Dated: September 2, 2022

Respectfully Submitted,

**STUMPHAUZER FOSLID SLOMAN
ROSS & KOLAYA, PLLC**
Two South Biscayne Blvd., Suite 1600
Miami, FL 33131
(305) 614-1400 (Telephone)
(305) 614-1325 (Facsimile)

By: /s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA
Florida Bar No. 056140
tkolaya@sfslaw.com

Co-Counsel for Receiver

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Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on September 2, 2022, I electronically served the foregoing on all counsel of record via email.

/s/ Timothy A. Kolaya
Timothy A. Kolaya, Esquire

Exhibit “2”

From: [John W. Kettering](#)
To: [Douglas K. Rosenblum](#); [Turigliatto, Kari](#)
Cc: [Timothy Kolaya](#)
Subject: RE: Receivership Subpoena
Date: Wednesday, May 10, 2023 9:41:06 AM
Attachments: [image001.png](#)
[image353472.png](#)
[image002565.png](#)
[Proposed Joint Discovery Memorandum re Pacific Life\(7946322.1\).docx](#)

Ms. Turigliatto -


The Receiver is continuing actions with regards to claims held by the Receivership Estate. As you recall, we reached out in January with a draft discovery memorandum concerning the Gelfand policy. To date we have not received a response on the discovery memorandum. I've attached it again for reference.

Please let us know whether you have any comments on the attached document. We'd be happy to arrange a call to discuss if you'd prefer.

Thank you

John

John W. Kettering, Esquire

Pietragallo Gordon Alfano Bosick & Raspanti, LLP
7 West State Street, Suite 100
Sharon, PA 16146
Office: 724-981-1397 Ext: 1609 | Fax: (724) 981-1398
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Connect with me on LinkedIn: 



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From: Douglas K. Rosenblum <DKR@Pietragallo.com>
Sent: Wednesday, February 8, 2023 5:30 PM
To: Turigliatto, Kari <Kari.Turigliatto@PacificLife.com>
Cc: John W. Kettering <JK@Pietragallo.com>; Timothy Kolaya <tkolaya@sknlaw.com>
Subject: RE: Receivership Subpoena

Ms. Turigliatto:

I write to follow up on your below email. Have you had an opportunity to consider our proposed submission?

Many thanks,
Doug Rosenblum

Douglas K. Rosenblum, Esquire (he/him)

Office: (215) 988-1464

Mobile: (610) 608-2988

Fax: (215) 754-5179

From: Turigliatto, Kari <Kari.Turigliatto@PacificLife.com>

Sent: Friday, January 20, 2023 7:48 PM

To: Douglas K. Rosenblum <DKR@Pietragallo.com>

Cc: John W. Kettering <JK@Pietragallo.com>; Timothy Kolaya <tkolaya@sknlaw.com>

Subject: RE: Receivership Subpoena

I'll look at this. I don't believe you (or Mr. Kettering) have ever responded to my emails of October 4, 2022 or October 31, 2022, in addition to others. Kari

Attorney-Client External

From: Douglas K. Rosenblum <DKR@Pietragallo.com>

Sent: Tuesday, January 17, 2023 6:08 AM

To: Turigliatto, Kari <Kari.Turigliatto@PacificLife.com>

Cc: John W. Kettering <JK@Pietragallo.com>; Timothy Kolaya <tkolaya@sknlaw.com>

Subject: RE: Receivership Subpoena

[External Email]

Good morning, Ms. Turigliatto. I write to follow up on the below message and attached draft. Please contact me at your earliest convenience.

Many thanks,
Doug Rosenblum

Douglas K. Rosenblum, Esquire, Certified Fraud Examiner (he/him)

Pietragallo Gordon Alfano Bosick & Raspanti, LLP

1818 Market Street, Suite 3402

Philadelphia, PA 19103

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DKR@Pietragallo.com | [BIO](#)



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From: Douglas K. Rosenblum <DKR@Pietragallo.com>

Sent: Monday, January 9, 2023 11:35 AM

To: 'Turigliatto, Kari' <Kari.Turigliatto@PacificLife.com>

Cc: John W. Kettering <JK@Pietragallo.com>; Timothy Kolaya <tkolaya@sknlaw.com>

Subject: Receivership Subpoena

Good morning, Ms. Turigliatto. I hope this e-mail finds you well and that you enjoyed the holiday season.

I write to circle back to you on the correspondence between our firm, on behalf the court-appointed Receiver, and Pacific Life regarding a subpoena we served. I'm certain you will recall this concerns the Gelfand policy.

We plan to bring this discovery dispute before the assigned Magistrate Judge in the Southern District of Florida, Judge Bruce Reinhart. The Court's procedures require correspondence requesting a time for the conference (which will be conducted virtually), as well as a joint memorandum of the parties framing the issue. Attached please find a draft memorandum for your consideration. Please confirm receipt and let me know whether you have any proposed changes. We can accomplish this over e-mail, or we can set up a call to discuss at your convenience. We should also confer on the best day and time for our conference before the Court.

Thank you.

Doug Rosenblum

Douglas K. Rosenblum, Esquire, Certified Fraud Examiner (he/him)

Pietragallo Gordon Alfano Bosick & Raspanti, LLP

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