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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FINAL ORDER (I) APPROVING SETTLEMENT AMONG RECEIVER, PUTATIVE CLASS PLAINTIFFS, AND ECKERT SEAMANS; AND (II) BARRING, RESTRAINING, AND ENJOINING CLAIMS AGAINST ECKERT SEAMANS

THIS MATTER comes before the Court on the Motion for (i) Approval of Settlement among Receiver, Putative Class Plaintiffs, and Eckert Seamans Cherin & Mellott, LLC and John Pauciulo, Esq.; (ii) Approval of Form, Content, and Manner of Notice of Settlement and Opt-out Bar Order; (iii) Entry of Opt-out Bar Order; and (iv) Scheduling a Hearing; with Incorporated Memorandum of Law ("Motion"), [ECF No. 2081], filed on December 24, 2024, by Ryan Stumphauzer, as the Court-appointed receiver (the "Receiver") of the entities set forth on Exhibit A to this Order ("Receivership Entities") in the above-captioned civil enforcement action (the "SEC Action"). Pursuant to this Court's Order (I) Preliminarily Approving Settlement Among Receiver, Putative Class Plaintiffs, and Eckert Seamans; (II) Approving the Form and Content of Notice, and Manner and Method of Service and Publication; (III) Setting a Deadline to Object to Approval of Settlement and Entry of Opt-out Bar Order or Request Exclusion from Settlement; and (IV) Scheduling a Hearing ("Preliminary Approval Order"), [ECF No. 2082], the Court held

a hearing on February 26, 2025 ("Hearing"), [ECF No. 2116], to consider the Motion and hear objections, if any.

By way of the Motion, the Receiver requests final approval of a proposed settlement among: (1) a group of investors that filed the complaints in the cases captioned *Montgomery, et al. v. Eckert Seamans Cherin & Mellott, et al.*, No. 20-cv-23750-DPG (S.D. Fla.) (Gayles, J.), *Melchior, et al. v. Vagnozzi, et al.*, No. 20-cv-05562-MRP (E.D. Pa) (Perez, J.), and *Caputo, et al. v. Vagnozzi, et al.*, No. 20-cv-01042-CFC (D. Del.) (Connolly, J.) ("Putative Class Actions") (the Plaintiffs in those actions are referred to collectively as the "Putative Class Plaintiffs"); (2) the Receiver; and (3) Eckert Seamans Cherin & Mellott, LLC and John Pauciulo, Esq. (collectively, "Eckert Seamans"). The settlement ("Settlement") is memorialized in the settlement agreement attached to the Motion as Exhibit 1 ("Settlement Agreement"), [ECF No. 2081-1].[1] Counsel for the Putative Class Plaintiffs have also filed a motion ("Fee Motion"), [ECF No. 2084], to approve the fund for attorneys' fees ("Attorneys' Fund") delineated in the Settlement Agreement.

By way of the Motion, the Receiver requests entry of this opt-out bar order (the "Opt-out Bar Order") permanently barring, restraining and enjoining any person or entity—other than any federal or state governmental bodies or agencies and Affected Parties who excluded themselves from the Settlement pursuant to the procedures described in the applicable Notice of Settlement, [ECF No. 2081-1] at 62–64—from pursuing claims against any of the Eckert Seamans Released Parties (as defined herein) relating to the events and occurrences underlying, relating to or arising out of the claims in the Putative Class Actions and/or the SEC Action, or otherwise relating in any

[1] As used in this Order, the "Settling Parties" means Eckert Seamans, the Receiver, and the Putative Class Plaintiffs. Defined and/or capitalized terms used but not defined in this Order have the meaning ascribed to them in the Settlement Agreement. To the extent there is any discrepancy between a defined term in the Settlement Agreement and the same defined term herein, the definition in the Settlement Agreement shall control.

way to any of the Receivership Entities, the Receivership Estate, or which arise directly or indirectly from Eckert Seamans's activities, omissions, or services, or alleged activities, omissions, or services, in connection with the Receivership Entities, or the Receivership Estate ("Eckert Seamans's Activities"), to the broadest extent permitted by law.

The Court's Preliminary Approval Order preliminarily approved the Settlement Agreement, approved the form and content of the Notice of Settlement, and set forth procedures for the manner and method of service and publication of the Notice of Settlement to all affected parties, including all investors (collectively, "Affected Parties"). The Preliminary Approval Order and related documents were served by mail on all identifiable interested parties and publicized in an effort to reach any unidentified persons.

The Preliminary Approval Order established opt-out procedures by which Affected Parties could exclude themselves from participation in the Settlement, set a deadline for Affected Parties to object to the Settlement Agreement or the Opt-out Bar Order, and scheduled a hearing for consideration of such objections, as well as the Settling Parties' argument and evidence in support of the Settlement Agreement and the Opt-out Bar Order. That deadline to object or opt-out has passed, and the only response filed was a combined request for exclusion and objection by Lisa McElhone and Joseph LaForte.[2] [ECF No. 2107].

The Receiver filed a declaration with the Court in which he detailed his compliance with the notice and publication requirements contained in the Preliminary Approval Order ("Declaration"), [ECF Nos. 2111, 2111-1]. Affected Parties who excluded themselves from the

[2] On February 13, 2025, the Chehebars timely filed a Notice indicating their intent to opt out of the Settlement and Opt-out Bar Order at the Hearing. [ECF No. 2110]. In that Notice, the Chehebars indicated that they were engaged in ongoing discussions with the Receiver concerning this matter, and would file a new Notice in the event they were able to reach an agreement with the Receiver to resolve these issues. *Id.* On February 25, 2025, prior to the Hearing, the Chehebars filed a new Notice withdrawing their previous opt out and indicating that the Chehebars would not seek exclusion from or otherwise opt out of the Settlement Agreement or Opt-out Bar Order. [ECF No. 2115].

Settlement pursuant to the procedures described in the Notice of Settlement are not bound by the Settlement or this Opt-out Final Bar Order.

This Court is fully advised of the issues in the various actions, as it has previously received evidence and heard argument concerning the events, circumstances, and transactions in the SEC Action, which resulted in the appointment of the Receiver and the issuance of the Preliminary Injunctions, the Permanent Injunctions, and the Asset Freeze Orders. In addition, the Court has read and considered the Motion, the Fees Motion, the Settlement Agreement, the Declaration, and the Preliminary Approval Order, other relevant filings of record, and the arguments and evidence presented at the hearing; therefore, the Court **FINDS AND DETERMINES** as follows:

A. The Court has jurisdiction over the subject matter, including, without limitation, jurisdiction to consider the Motion, the Settlement Agreement, and this Opt-out Bar Order, and authority to grant the Motion, approve the Settlement Agreement, enter this Opt-out Bar Order, and award attorneys' fees. *See* 28 U.S.C. § 1651; *SEC v. Kaleta*, 530 F. App'x 360, 362 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action); *see also In re Munford, Inc.*, 97 F.3d 449, 455 (11th Cir. 1996) (approving bar order in settlement of a bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 480, 491 (11th Cir. 1992) (approving bar order in settlement of a class action).

B. The service or publication of the Notice of Settlement as described in the Receiver's Declaration is consistent with the Preliminary Approval Order, constitutes good and sufficient notice, and was reasonably calculated under the circumstances to notify all Affected Parties of the Motion, the Settlement Agreement and the Opt-out Bar Order, and of their opportunity to object thereto, of the deadline for objections, and of their opportunity to appear and be heard at the hearing concerning these matters, and of the opt-out procedures by which Affected Parties could exclude themselves from participation in the Settlement. Accordingly, all Affected Parties were provided

a full and fair opportunity to opt out of the Settlement and Affected Parties were furnished a full and fair opportunity to object to the Motion, the Settlement Agreement, the Opt-out Bar Order and all matters related thereto, and to be heard at the hearing; therefore, the service and publication of the Notice of Settlement complied with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's Local Rules, and the due process requirements of the United States Constitution.

C. The Court has allowed any Affected Parties, objectors, and parties to the SEC Action to be heard if they desired to participate. Each of these persons or entities has standing to be heard on these issues.[3]

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[3] Lisa McElhone and Joseph LaForte timely filed a document titled "Objections to, and Request for Exclusion from, the Eckert Seamans Settlement and 'Opt-Out Bar Order'" ("Request for Exclusion"), [ECF No. 2107]. McElhone and LaForte seek exclusion from the Settlement Agreement and Opt-out Bar Order but believe that they are not actually permitted to opt out. *Id.* at 2–3. The Request for Exclusion further argues that because McElhone and LaForte are not permitted to exclude themselves, the Settlement Agreement and Opt-out Bar Order are inconsistent with the Supreme Court's holding in *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204 (2024), which found that the bankruptcy code does not permit bar orders that involuntarily eliminate claims of non-consenting third parties. Insofar as McElhone and LaForte believe they are excluded from opting out of the bar order, they are mistaken. The Court's Preliminary Approval Order permits *"[a]ny person*" to "file an objection or *request for exclusion*." Preliminary Approval Order at 8 (emphasis added). The Settlement Agreement also describes the right to opt out, noting "[t]he Settlement Motion shall also seek a deadline by which Investors *or other affected parties* may opt-out of the settlement and the Opt-out Bar Order[.]" *Id.* The Notice of Settlement publicized by the Receiver further provided notice to the public that "*any person* who objects to *or excludes themselves* from the Settlement Agreement or the Opt-Out Bar Order" may do so by "fil[ing] an objection *or request for exclusion* with the Court no later than thirty (30) calendar days before the Final Approval Hearing." *Id.* at 62 (emphasis added); *see also* Declaration (noting means by which the Notice of Settlement was publicized). McElhone and LaForte are of course affected parties because their claims against Eckert Seamans would be barred absent a request for exclusion. Accordingly, the Court finds that McElhone and LaForte had a clear right to opt out of the Settlement Agreement and Opt-out Bar Order, they validly exercised this right by timely filing the Request for Exclusion expressing a clear intent to opt out, and, therefore, McElhone and LaForte are excluded from the Settlement Agreement and Opt-out Bar Order.

Because they exercised their right to opt out, McElhone and LaForte do not have standing to present objections to the Settlement Agreement and Opt-out Bar Order. *See, e.g.*, *Ferrick v. Spotify USA Inc.*, No. 16-CV-8412, 2018 WL 2324076, at *7 (S.D.N.Y. May 22, 2018) ("If an individual opts out of a settlement, he no longer has standing to challenge the settlement."); *Aboltin v. Jeunesse LLC*, No. 617CV1624ORL40TBS, 2019 WL 1092789, at *2 (M.D. Fla. Feb. 15, 2019) (finding that one who opts out of a settlement agreement lacks "standing to object to the settlement"); *see also Solo v. Chiquita Int'l*

D. The Settling Parties negotiated over a period of many months; their negotiations included the exchange and review of documents, many telephone conferences, and mediation—at which counsel for all of the Settling Parties were present or available by telephone. The Settlement Agreement was entered into in good faith, is at arm's length, and is not collusive. The claims the Putative Class Plaintiffs brought against Eckert Seamans involve disputed facts and issues of law that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigation, the measurement of damages, the allocation of benefits to each plaintiff, and any ensuing appeal. The Settlement Agreement includes potential claims by the Receiver. The alleged claims, injuries, and harms to the investors that would be asserted by the Receiver, including but not limited to, legal malpractice claims, arise from the same alleged scheme, not isolated acts—that is, from a composite of conduct of the Defendants in the above referenced matter and the Receivership Entities, and others taken over years, collectively establishing and perpetuating the alleged fraud. Additionally, the claims of the Class Plaintiffs and those of the Receiver seek recovery to address certain of the same harms sustained by the same conduct and

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Brands, Inc., No. 05-61335-CIV, 2008 WL 11399546, at *1 (S.D. Fla. Mar. 25, 2008) (finding that an individual who opts out of a class settlement agreement "does not have standing to challenge the class settlement by way of an appeal") (citations omitted). And although McElhone and LaForte lack standing to object, the Court has considered their substantive arguments and finds that the arguments lack merit. *Harrington* was narrowly based on a textual interpretation of a court's authority to extinguish claims of non-debtor third parties without consent in a plan of reorganization under the bankruptcy code. *Harrington*, 603 U.S. at 227 ("Confining ourselves to the question presented, we hold only that the bankruptcy code does not authorize a release and injunction that, as part of a plan of reorganization under Chapter 11, effectively seeks to discharge claims against a non-debtor without the consent of affected claimants."). *Harrington* did not purport to (nor did its logic extend to) bar orders entered in other contexts and pursuant to different authorities, such as a court's equitable powers in a receivership. *See U.S. Sec. & Exch. Comm'n v. Peterson*, No. 22-56206, 2025 WL 556280, at *10 n.18 (9th Cir. Feb. 20, 2025) (finding that *Harrington* was not applicable to a bar order issued in equity receivership). Nor does *Harrington* appear to displace this Circuit's long-standing precedent in *Munford* and *U.S. Oil and Gas* allowing bar orders as part of a settlement, which are conceptually distinct from bar orders issued pursuant to a Chapter 11 plan of reorganization. *See Munford*, 97 F.3d at 455 (approving bar order in settlement of a bankruptcy case); *U.S. Oil and Gas*, 967 F.2d at 491 (approving bar order in settlement of a class action); *see also In Re Centro Group, LLC*, No. 21-11364, 2021 WL 5158001, at *3 (11th Cir. Nov. 5, 2021) (noting that bar orders pursuant to a settlement serve different purposes, are subject to different tests, and rest on different legal grounds than bar orders issued as part of a Chapter 11 plan of reorganization).

arising out of the same transactions in the same alleged scheme. *See Zacarias v. Stanford International Bank Ltd.,* 945 F.3d 883, 899–902 (5th Cir. 2019): *SEC v. DeYoung*, 850 F.3d 1172, 1176 (10th Cir. 2017). The Receiver could, however, assert additional claims that are not asserted by the Class Plaintiffs in the Putative Class Actions.

E. By reason of the Appointment Order and applicable law concerning federal equity receiverships, the Receiver is the owner of, possesses, and has the sole and exclusive right to assert all alleged claims and potential causes of action on behalf of the Receivership Entities against Eckert Seamans.

F. Such litigation, however, is costly and burdensome, involves complex transactions, multiple witnesses in multiple fora, and substantial legal arguments. Eckert Seamans denies that it is liable in any way to the Putative Class Plaintiffs or the Receiver.

G. The Settlement Agreement provides for Eckert Seamans to pay or cause to be paid a total amount of Thirty-Eight Million Dollars ($38,000,000.00) (the "Settlement Amount") to settle the Putative Class Actions and the Receiver's potential action—a recovery for the Receivership Entities, in net and absolute terms, of approximately $31,750,000.00—which permits the Receiver to make distributions to Affected Parties that did not exclude themselves from the Settlement ("Participating Affected Parties") and to otherwise support the assets of the Receivership Estate for the benefit of all Affected Parties.

H. The payment of attorneys' fees to counsel for the Putative Class Plaintiffs relieves the Putative Class Plaintiffs from the obligation to pay attorneys' fees and costs out of their own recoveries with respect to their claims against Eckert Seamans.

I. At the request of counsel for the Putative Class Plaintiffs, the Receiver will act as disbursing agent for the Settlement Amount. After the Putative Class Plaintiffs and their counsel receive their share of the recovery from the Settlement Amount, and subject to the approval and

control of the Court, the Receiver will be permitted to distribute the balance, as provided for by the Settlement Agreement, to preserve and maximize the value of the assets in the Receivership Entities for the benefit of the remaining Participating Affected Parties and other creditors and stakeholders. Without payment of these portions of the Settlement Amount, the assets of the Receivership Estate could be wasted and have diminished value.

J. The Court finds that the allocations and consideration for the Affected Parties among the Putative Class Plaintiffs and the Receivership Entities delineated in the Settlement Agreement are fair and reasonable, both individually and as a whole. The Court also finds that the allocation of Six Million and Two Hundred and Fifty Thousand Dollars ($6,250,000.00) to establish the Attorneys' Fund is fair and reasonable. *See generally* Fee Motion. The requested attorneys' fee award—approximately 16.5% of the Settlement Amount—is within the range of reason under the factors used to analyze fee awards in the analogous class action context,[4] and well below the "benchmark" range accepted for fee awards in this Circuit. *See In re Mednax Servs., Inc., Customer Data Sec. Breach Litig.*, No. 21-MD-02994, 2024 WL 4415214, at *5 (S.D. Fla. Oct. 5, 2024) (noting district courts in the Eleventh Circuit routinely approve fee awards of one-third of the common fund settlement); *Wolff v. Cash 4 Titles*, No. 03-22778, 2012 WL 5290155, at *5–6 (S.D. Fla. Sept. 26, 2012) ("The average percentage award in the Eleventh Circuit mirrors that of awards nationwide—roughly one-third").

[4] The factors include: (1) the time and labor required; (2) the novelty and difficulty of the relevant questions; (3) the skill required to properly carry out the legal services; (4) the preclusion of other employment by the attorney as a result of his acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the clients or the circumstances; (8) the results obtained, including the amount recovered for the clients; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and the length of the professional relationship with the clients; and (12) fee awards in similar cases. *See Camden I Condo. Ass'n. v. Dunkle*, 946 F.2d 768 (11th Cir. 1991).

K. Based upon the foregoing findings, the Court further finds and determines that entry into the Settlement Agreement is a prudent exercise of business judgment by the Receiver, the Putative Class Plaintiffs, and Eckert Seamans, that the proposed settlement as set forth in the Settlement Agreement is fair, adequate, and reasonable, that the interests of all affected persons were fairly and reasonably considered and addressed, and that the Settlement Amount provides a recovery to the Receiver for the benefit of the Receivership Entities and the Participating Affected Parties that is well within the range of reasonableness. *See Sterling v. Stewart*, 158 F.3d 1199 (11th Cir. 1996) (settlement in a receivership may be approved where it is fair, adequate, and reasonable and is not the product of collusion between the settling parties).

L. Eckert Seamans has expressly conditioned its willingness to enter into the Settlement Agreement, and pay, or cause to be paid, the Settlement Amount, on a full and final resolution with respect to any and all claims instituted now or hereafter by any and all of the Barred Persons (as defined below) against any and all of the Eckert Seamans Released Parties (as defined below) that relate in any manner whatsoever to the events and occurrences underlying the claims in the Putative Class Actions, the SEC Action, the Receivership Entities, the Receivership Estate, or Eckert Seamans's Activities (the "Barred Claims," as more fully defined below). A necessary condition to Eckert Seamans's ultimate acceptance of the terms and conditions of the Settlement Agreement is the issuance of the Opt-out Bar Order and that the Opt-out Bar Order becomes Final.[5] Pursuant to the terms of the Settlement Agreement, entry of the Opt-out Bar Order and the Opt-

[5] As used in this Order, any court order being "Final" means a court approving and issuing an order unmodified after the conclusion or expiration of any right or time period of any person or party to opt out or seek any objection, appeal, rehearing, reversal, reconsideration or modification, in whole or in part, of the order. For avoidance of doubt, an order, including this Order, is not considered Final prior to the conclusion or expiration of any right or time period of any person or party to opt out or seek any objection, appeal, rehearing, reversal, reconsideration or modification, in whole or in part, of the order. Without in any way limiting the foregoing, an order, including this Order, is not considered Final as used herein during the pendency of any appeal or rehearing of the order, or during the time that an appeal, rehearing, reversal, reconsideration, or modification of the order remains possible.

out Bar Order becoming Final is a necessary condition precedent to the payment of the Settlement Amount.

M. To be clear, Eckert Seamans is only willing to pay the Settlement Amount in exchange for finality as to the Barred Claims. The Court finds that the Settling Parties have agreed to the settlement in good faith and that Eckert Seamans is paying a fair share of the potential damages for which it is alleged to be liable, though Eckert Seamans denies any wrongdoing or liability.

N. The Settlement Amount also creates a fund that is being provided to the Receiver to make distribution to Participating Affected Parties and to protect and substantially increase the value of the assets of the Receivership Estate for all of the remaining Participating Affected Parties, creditors, and stakeholders.

O. **Notice to Affected Parties**

The Receiver has given the best practical notice of the proposed Settlement Agreement and Opt-out Bar Order to all known interested persons:

i. all counsel who have appeared of record in the SEC Action;

ii. all counsel who are known by the Receiver to have appeared of record, or entered into any tolling agreement, in any legal proceeding or arbitration commenced by or on behalf of any of the Receivership Entities, in the Putative Class Actions, or any individual investor or putative class of investors seeking relief against any person or entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action or the Putative Class Actions;

iii. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein;

iv. all known non-investor creditors of each and every one of the Receivership Entities identified after a reasonable search by the Receiver;

v. all parties to the SEC Action;

vi. all professionals, financial institutions, and consultants of the Receivership Entities;

vii. all owners, officers, directors, and senior management employees of the Receivership Entities;

viii. all other persons or entities that previously received notice of the Receiver's filings;

ix. the third-party administrators and/or other control persons for the Pillar Entities, the Fallcatcher Entities, and the Atrium Entities; and

x. counsel for all parties that have filed any actions against Eckert Seamans.

The Receiver has maintained a list of those given notice. Access to that list will be permitted as necessary if a Barred Person as defined below denies receiving notice and asserts that this Order is therefore inapplicable to that Barred Person.

In addition, the Receiver has published the Notice of Settlement approved by the Preliminary Approval Order in the Legal Intelligencer once a week for two non-consecutive weeks. *See* Declaration. The Receiver has also maintained the Notice of Settlement on the website maintained by the Receiver in connection with the SEC Action (www.parfundingreceivership.com).

Through these notices and publications, anyone with an interest in the Receivership Entities would have become aware of the Settlement Agreement and Opt-out Bar Order and been provided sufficient information to put them on notice of how to obtain more information, opt out, and/or object, if they wished to do so.

P. **Benefits of the Settlement**

i. The Settlement Amount allows the Receiver, as disbursing agent, to pay attorneys' fees and reimbursement of expenses in the total amount of Six Million Two Hundred Fifty Thousand Dollars ($6,250,000.00) to counsel for the Putative

Class Plaintiffs so that the Putative Class Plaintiffs do not need to pay such amounts.

ii. The balance of the Settlement Amount, absent certain allocations described in the Motion, shall be used for the benefit of the Receivership Estate from which all Participating Affected Parties and the Putative Class Plaintiffs benefit and which payments are being made on behalf of the Participating Affected Parties and the Putative Class Plaintiffs, subject to the approval of this Court.

iii. The Settlement Amount thus enhances the value of the Receivership Estate and benefits all Participating Affected Parties, creditors, and stakeholders.

Q. The Opt-out Bar Order and the releases in the Settlement Agreement are tailored to matters relating to the Barred Claims and are appropriate to maximize the value of the Receivership Entities for the benefit of the Participating Affected Parties and other stakeholders and creditors. The Receiver will establish a distribution process through which Participating Affected Parties and other interested parties may seek disbursement of funds, including the Settlement Amount to the extent such amounts have not been used to administer the Receivership Estate or for the benefit of the Receivership Estate. The interests of persons affected by the Opt-out Bar Order and the releases in the Settlement Agreement were well represented by the Receiver, acting in the best interests of the Receivership Entities in his fiduciary capacity and upon the advice and guidance of his experienced counsel. Accordingly, the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of all creditors of, Participating Affected Parties in, or other persons or entities claiming an interest in, having authority over, or asserting claims against the Receivership Entities, and of all persons who could have claims against the Eckert Seamans Released Parties relating to the Barred Claims. The Opt-out Bar Order is a necessary and appropriate order granting ancillary relief in the SEC Action.

R. Approval of the Settlement Agreement and the Opt-out Bar Order and adjudication of the Motion are discrete from other matters in the SEC Action, and, as set forth above, the Settling Parties have shown good reason for the approval of the Settlement Agreement and Opt-out Bar Order to proceed expeditiously. Therefore, there is no just reason for delay of the finality of this Order.

Based on the foregoing findings and conclusions, it is hereby **ORDERED AND ADJUDGED** as follows:

1. The Motion, [ECF No. 2081], is **GRANTED** in its entirety. Any objections to the Motion or the entry of this Order are overruled to the extent not otherwise withdrawn or resolved. Any other objections to the Motion or the entry of this Order, including, but not limited to, those not filed as of the date of this Court's execution of this Order, are deemed waived and overruled.

2. The Fee Motion, [ECF No. 2084], is **GRANTED** in its entirety.

3. The Settlement Agreement is **APPROVED** and is final and binding upon the Settling Parties and their successors and assigns as provided in the Settlement Agreement. The Settling Parties are authorized to perform their obligations under the Settlement Agreement.

4. The Receiver shall disburse the Settlement Amount in accordance with the terms and conditions of the Settlement Agreement and a plan of distribution to be approved by this Court. Without limitation of the foregoing, upon payment of the Settlement Amount as set forth in the Settlement Agreement, the releases set forth in Section 5 of the Settlement Agreement are **APPROVED** and are final and binding on the Parties and their successors and assigns as provided in the Settlement Agreement. The Court further approves the use of Six Million and Two Hundred and Fifty Thousand Dollars ($6,250,000.00) to establish the Attorneys' Fund to be disbursed in accordance with the terms of the Settlement Agreement.

5. The Opt-out Bar Order as set forth in paragraph 6 of this Order is **APPROVED** as a necessary and appropriate component of the settlement. *See Kaleta*, 530 F. App'x at 362 (entering bar order and injunction in an SEC receivership proceeding where necessary and appropriate as "ancillary relief" to that proceeding); *see also Munford*, 97 F.3d at 455 (approving bar order in settlement of a bankruptcy case); *U.S. Oil and Gas*, 967 F.2d at 491 (approving bar order in settlement of a class action).

6. **OPT-OUT BAR ORDER AND INJUNCTION: THE BARRED PERSONS ARE PERMANENTLY BARRED, ENJOINED, AND RESTRAINED FROM ENGAGING IN THE BARRED CONDUCT AGAINST THE ECKERT SEAMANS RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS,** as those terms are herein defined.

a. **The "Barred Persons"**: Any non-governmental person or entity, including, without limitation, (i) all present and former officers, directors, owners, partners, limited partners, general partners, affiliated professional corporations, managers, members, managing members, principals, associates, shareholders, employees, representatives, trustees, of counsel, agents, attorneys, insurers and all other persons serving in a corporate capacity of all of the Receivership Entities as well as all Participating Affected Parties of the Receivership Entities; (ii) any Defendant in the SEC Action, or in any action now pending or which may hereafter be brought in connection with the Barred Claims; (iii) any party to the Putative Class Actions; or (iv) any person or entity claiming by or through such persons or entities, Participating Affected Parties and/or the Receivership Entities, all and individually, directly, indirectly, or through a third party, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever;

b. **The "Barred Conduct"**: instituting, reinstituting, amending, intervening in, initiating, commencing, maintaining, continuing (including by filing any motion to vacate any previously issued order), filing, encouraging, soliciting, supporting, participating in, collaborating in, otherwise prosecuting, or otherwise pursuing or litigating in any case or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting or otherwise pursuing or litigating in any case or manner, enforcing, recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, relating in any way to the Barred Claims;

c. **The "Barred Claims"**: any and all claims, actions, lawsuits, causes of action, investigation, demand, complaint, cross-claims, counterclaims, or third-party claims or proceeding of any nature, whether known or unknown, including, but not limited to, litigation, arbitration, or other proceeding, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada, or elsewhere, whether arising under local, state, federal, or foreign law, that in any way relate to, are based upon, arise from, or are connected: with the released claims or interests of any kind as set forth in the Settlement Agreement; with the facts and claims that were, or could have been asserted, in the Putative Class Actions; by, with or on behalf of the Receivership Entities, or which arise directly or indirectly from Eckert Seamans's Activities, work, conduct, omissions, or services, or alleged work, conduct, omissions, or services, in connection with the Receivership Entities; or with the investments at issue in the SEC Action or in any Putative Class Actions, including but not limited

to those events, transactions and circumstances alleged, or which could have been alleged, in the SEC Action or relating in any way to Eckert Seamans's Activities.

d. **The "Eckert Seamans Released Parties"**: Eckert Seamans, or any party that, if sued, could bring claims for indemnification, subrogation, contribution, or any other "pass through" type claim against Eckert Seamans, including, its current and former employees, shareholders, of counsel, agents, attorneys, insurers, officers, directors, members, managers, managing members, principals, associates, representatives, trustees, general and limited partners, partners, owners, affiliated professional corporations, as well as all other persons serving in a corporate capacity, and each of their respective administrators, heirs, trustees, beneficiaries, spouses, assigns, directors, officers, shareholders, owners, partners, affiliates, subsidiaries, predecessors, predecessors in interest, successors, and successors in interest. Any non-settling defendants in any action commenced by the Receiver or in any other actions by or on behalf of the Affected Parties or any of them who would otherwise be entitled to contribution or indemnity from the Eckert Seamans Released Parties in connection with any claim asserted against them by the Receiver or the Affected Parties shall be entitled to a dollar-for-dollar offset against any subsequent judgment entered against such party for: (1) with respect to the Receiver, the Settlement Amount, less the amounts paid to the Putative Class Plaintiffs for their share of the Settlement Amount and counsel for the Putative Class Plaintiffs; and (2) with respect to the Participating Affected Parties, any portion of the Settlement Amount received by each such Participating Affected Party pursuant to the Settlement Agreement. This provision is without prejudice to whatever rights, if any exist, any non-settling defendant may have to setoff under

applicable law in any action brought by or on behalf of the Receiver or the Receivership Entities or by any Participating Investor now pending or which may be brought in the future. Any and all claims for indemnity and/or contribution against the Eckert Seamans Released Parties, whether contractual, equitable, statutory, or otherwise, are barred hereby and included within the Barred Claims.

7. Opt-out Bar Order as set forth in paragraph 6 of this Order shall not apply (i) to the United States of America, its agencies or departments, or to any state or local government; (ii) to the Settling Parties' respective obligations under the Settlement Agreement; or (iii) to any Affected Parties who exclude themselves from the Settlement pursuant to the procedures described in the Notice of Settlement.

8. Nothing in this Order bars the Eckert Seamans Released Parties from pursuing claims and causes of action they may have against any person or entity not specifically released by them in the Settlement Agreement.

9. Nothing in this Order or the Settlement Agreement, and no aspect of the Settling Parties' settlement or negotiations thereof, is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the Settling Parties with regard to any case or proceeding, including the Putative Class Actions.

10. No Eckert Seamans Released Party shall have any duty or liability with respect to the administration of, management of, or other performance by the Receiver of his duties relating to the Receivership Entities, including, without limitation, the process to be established for filing, adjudicating, and paying claims against the Receivership Entities or the allocation, disbursement or other use of the Settlement Amount.

11. Neither the Settlement Agreement, nor this Order, shall be impaired, modified or otherwise affected in any manner other than by direct appeal of this Order, or motion for reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure.

12. Nothing in this Order or the Settlement Agreement, nor the performance of the Settling Parties' obligations thereunder, shall in any way impair, limit, modify or otherwise affect the rights of Eckert Seamans, the Putative Class Plaintiffs, the Receiver, or the Participating Affected Parties against any party not released in the Settlement Agreement.

13. All Barred Claims against the Eckert Seamans Released Parties, including, but not limited to, those in the Putative Class Actions, are stayed until this Order is Final. To the extent reasonably necessary for the Receiver or the Affected Parties to pursue claims against others, Eckert Seamans shall produce non-privileged witnesses or documents within their custody or control, subject to all appropriate objections, but shall be reimbursed for any reasonable expenses or costs incurred in doing so.

14. The Putative Class Plaintiffs and the Receiver are directed and authorized to dismiss their claims against Eckert Seamans with prejudice, when this Order is Final within the meaning of the Settlement Agreement, in accordance with the terms of the Settlement Agreement with no party admitting to wrongdoing or liability and all parties responsible for their attorneys' fees and costs.

15. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

16. This Order shall be served by counsel for the Receiver via email, first class mail, or international delivery service, on any person or entity afforded notice (other than publication notice) pursuant to the Preliminary Approval Order.

17. Without impairing or affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction to construe, interpret and enforce this Order, including, without limitation, the injunction, the Opt-out Bar Order and releases herein or in the Settlement Agreement or any other provision of the Settlement Agreement. This retention of jurisdiction is not a bar to any person, including the Settling Parties, from raising the injunction or Opt-out Bar Order to obtain its benefits in establishing reductions to damage awards or seeking to dismiss a claim.

DONE AND ORDERED in Miami, Florida, this 28th day of February, 2025.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record

Exhibit A

(List of Receivership Entities)

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; ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Investment 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 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 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; 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; LM Property Management LLC; and ALB Management, Inc., and the Receivership also includes the property located at 107 Quayside Drive, Jupiter, Florida 33477.