

**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.

**RECEIVER’S MOTION TO APPROVE SETTLEMENT
AGREEMENT WITH THE CHEHEBARS AND MERCHANTS**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of Complete Business Solutions Group, Inc. (“CBSG”) and the other Receivership Entities,¹ by and through his undersigned counsel, hereby files this Motion to Approve Settlement Agreement with the Chehebars and Merchants. In support of this motion, the Receiver states:

¹ The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a Par Funding; 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; Fast Advance Funding LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consulting, Inc.; Liberty Eighth Avenue LLC; The LME 2017 Family Trust; and Contract Financing Solutions, Inc.

Introduction

The Merchants² have filed four federal lawsuits (collectively, “Merchant Class Actions”) against the Chehebars,³ each of which includes a RICO claim based on the Chehebars’ investment in CBSG and CBSG’s execution of merchant cash advance (“MCA”) agreements with the Merchants. The claims are all predicated upon the allegation that the MCA agreements constitute illegal usurious loans. Merchant claimants submitted claims to the receivership based upon the same allegation – that the MCA agreements were illegal and usurious. The Receiver determined, and recommended to the Court, that the claims should be denied because the MCA agreements were not illegal and were enforceable.

The Receiver and the Merchants litigated the validity of the MCA agreements in relation to the Receiver’s determination. After the issue was briefed, this Court upheld their validity. In submitting their claims to the Court in this matter, the Merchants agreed to be bound by the decision of the Court for all purposes. *See* ECF No. 1471 at ¶18, p. 11. Nevertheless, certain Merchants continued to pursue claims against the Chehebars in the Merchant Class Actions, which are based upon the same allegations (that the MCA agreements were usurious loans) that the Court previously resolved upon its finding that the MCA agreements are enforceable and are not usurious loans.

² “The Merchants” are B&T Supplies, Inc., Tzvi Odzer, RKDK Inc., Gelato on Hudson LLC, Asia Star Broadcasting Inc., Daniel Shah, MH Marketing Solutions Group, Inc., Michael Heller, TourMappers North America, LLC, Julie Katz, Perfect Impression Inc., Susan Abrahams, Sean Whalen, Yingyin Iris Chen, Flexogenix Group, Inc. d/b/a Flexogenix North Carolina, PC d/b/a Flexogenix Georgia, PC d/b/a Flexogenix, Inc. d/b/a Flexogenix PC, HMC Incorporated, Kara DiPietro, Fleetwood Services, LLC, Robert L. Fleetwood, and Pamela A. Fleetwood.

³ “The Chehebars” are GEMJ Chehebar Grat, LLC, Josef Chehebar, and Isaac Shehebar.

The Receiver has entered into a settlement agreement with the Chehebars and Merchants and other merchants⁴—the effectiveness of which is subject to Court approval—in exchange for the Chehebars’ agreement to make a payment to the Receivership Estate. Approval of this settlement will prevent costly and time-consuming discovery into CBSG by the Merchants and the Chehebars in relation to the Merchant Class Actions. The Receiver will oppose any such discovery. Regardless of whether the Receiver is successful in opposing such discovery or is forced to respond in whole or in part to it, the assets of the Receivership Estate will needlessly be diminished because of the time and expense required to litigate these matters. Because of the substantial benefits this settlement will bring to the Receivership Estate—including the resolution of the last significant litigation involving the Receivership Estate that remains pending—the Receiver, through this motion, requests the Court’s approval of his settlement with the Chehebars and the Merchants.

Factual Background

The Claim Process

On December 23, 2022, the Court entered an Order approving the proof of claim form, establishing a claim bar date and notice procedures, and approving a procedure to administer and determine claims. *See* ECF No. 1471 (“Claim Administration Order”). Relevant here, the Court ordered “[a]ll Claimants . . . asserting or who believe they are entitled to assert a Claim or assert a right to distribution from the Receivership Estate, regardless of whether the Claim is held with or through any individual or entity or based on a primary, secondary, direct, indirect, secured,

⁴ In addition to the Merchants, Radiant Images, Inc. and Gianna Wolfe, Gex Management, Inc., Carl Dorvil, Knava’s Bounce House Rentals, LLC, Joshua Speakman, Legend Adventures, LLC, Shaun Alldredge, Sunrooms America, Inc., Michael Foti, Petropangea, Inc., and JR Harrison, who are also merchants, entered into the settlement agreement.

unsecured, unliquidated or contingent liability *MUST* timely and properly submit a Proof of Claim.” *Id.* at ¶4, p.2. The Claim Administration Order instructed that capitalized terms shall have the meaning ascribed to them in the Receiver’s Motion to Establish and Approve Claims Process. *Id.* at p.1, n.1. “Claimants” was defined in the Receiver’s Motion to Establish and Approve Claims Process as “all claimants holding a claim against any of the Receivership Entities arising out of the activities of the Receivership Entities.” ECF No. 1467 (“Receiver’s Motion to Establish and Approve Claims Process”) at p.6. The Claims Administration Order determined that:

Submission of a Proof of Claim in this case constitutes consent to the jurisdiction of the Court for all purposes and constitutes agreement to be bound by its decisions, including, without limitation, a determination as to the extent, validity and amount of any Claim asserted against the Receivership Estate. The submission of a Proof of Claim shall constitute consent to be bound by the decisions of the Court as to the treatment of the Claim in a Court-approved distribution plan.

Claim Administration Order at ¶18, p. 11.

Merchant Participation in Claim Process and Resolution by This Court

On March 10, 2023, certain merchants⁵ that had entered into MCA agreements with CBSG or other related entities filed a motion seeking relief from the litigation stay that had previously been entered by the Court and for leave to participate in the claim process without prejudice to their rights to pursue separate claims and proceedings. *See* ECF No. 1527 (“Merchant Expedited Motion”). The merchants argued that they should be permitted to pursue civil RICO claims on behalf of themselves and others in the form of class actions, based upon the predatory, extortionate, and usurious lending practices of CBSG and its affiliates. *Id.* The merchants sought leave to pursue

⁵ Radiant Images, Inc., Giane Wolfe, Tourmappers North America, LLC, Julie Paula Katz, Fleetwood Services, LLC, Robert Fleetwood, Pamela Fleetwood, Gex Management, Inc., Carl Dorvil, Kara DiPietro, MH Marketing Solutions Group, Inc., Michael Heller, Sunrooms America, Inc., Michael Foti, Petropangea, Inc., Johnny Harrison, Sean Whalen and Yngyin Iris Chen.

claims against CBSG, other receivership entities, and investors in CBSG. *Id.* Specifically, the merchants identified 11 cases that had already been filed, which they sought to pursue outside of the claims administration process. Three (3) of those cases were:

- *Fleetwood Services, LLC, Robert Fleetwood and Pamela Fleetwood Complete Business Solutions Group, Inc., d/b/a Par Funding; Prime Time Funding LLC and John and Jane Doe Investors*, United States District Court for the Eastern District of Pennsylvania, Case No. 18-cv-00268 (JS).
- *HMC Incorporated and Kara DiPietro v. Complete Business Group, Inc. d/b/a Par Funding and Fast Advance Funding, Inc.*, United States District Court, Eastern District of Pennsylvania, Case No., 19-cv-3285.
- *Complete Business Solutions Group, Inc. v. Sean Whalen and Yingyin Iris Chen*, United States District Court, Eastern District of Pennsylvania, Case No. 19-cv-06181.

Id. at p.22.⁶

The Receiver opposed the merchants' motion and argued that the MCA agreements are governed by Pennsylvania choice of law provisions and that the assertion that the MCA agreements are usurious was meritless. *See* ECF No. 1529 at pp.15-16. On March 16, 2023, the Court denied the Merchant Expedited Motion and directed the merchants to submit claims in accordance with the Claims Administration Order. *See* ECF No. 1530.

The Receiver received, reviewed, and recommended rejection of claims from the following merchants and individuals, which had filed pre-receivership litigation: Radiant Images, Inc., Gianna Wolfe, Tourmappers North America, LLC, Julie Paula Katz, Fleetwood Services, LLC, Gex Management, Inc., Carl Dorvil, Kara DiPietro, MH Marketing Solutions Group, Inc., Sunrooms America, Inc., Michael Foti, Petropangea, Inc., Sean Whalen and Yingyin Iris Chen. *See* ECF No. 1843 ("Claims Motion"); ECF No. 1843-5. In doing so, the Receiver explained that he

⁶ *Fleetwood, HMC, B&T, and Whalen*, have all been transferred to this Court and have been consolidated by this Court under in the *HMC* case.

disputed that the MCA agreements constituted usurious loans. Claims Motion at p.39 (“These merchants argued that the merchant cash advances were usurious loans and that CBSG operated as a RICO enterprise in the business of collecting upon unlawful debts. The Receiver denied these claims, noting that the Receiver disputes the basis for the claim, and has determined no money is owed to these merchants per the books and records for the Receivership Entities.”). Because the Receiver was engaged in ongoing settlement discussions with these merchants, he requested the Court to defer ruling on his recommended treatment of the merchants’ claims. *Id.* at p.39.

On April 23, 2024, the Court set a briefing schedule for filing objections to the Receiver’s proposed claim treatment. *See* ECF No. 1845. On May 7, 2024, Radiant Images, Inc., Gianna Wolfe, Tourmappers North America, LLC, Julie Paula Katz, Kara DiPietro, HMC Inc., Fleetwood Services, LLC, Robert Fleetwood, Pamela Fleetwood, Gex Management, Inc., Carl Dorvil, MH Marketing Solutions Group, Inc., Michael Heller, Sunrooms Group, Inc., Michael Foti, Petropangea, Inc., Johnny Harrison, Volunteer Pharmacy, LLC, Chad Frost, Sean Whalen and Yngyin Iris Chen filed a memorandum of law in opposition to the Receiver’s recommended claim determination. *See* ECF No. 1887 (“Merchant Opposition”).

The Merchant Opposition asserted that CBSG’s practices “gave rise to a variety of claims [by merchants] for breach of contract, fraud, usury and civil RICO stemming from wire fraud, mail fraud and collection of an unlawful debt and extortion,” and that the claims were legitimate and should be allowed. *Id.* at p.10. The merchants argued extensively why they believed the MCA agreements were usurious and unlawful. *Id.* at pp.11-14. The merchants also challenged this Court’s jurisdiction to adjudicate their claims. *Id.* at pp.14-17.

The Receiver filed his response on May 21, 2024, and argued that the merchants’ position was meritless. *See* ECF No. 1929. First, the Receiver argued that the MCA agreements were not

loans, but instead were bona fide sales of accounts receivable. Second, the Receiver argued that even if they were loans, the MCA agreements were governed by a Pennsylvania choice of law provision and, therefore, the merchants “still cannot satisfy the elements for usury or RICO under controlling Pennsylvania law” because “Pennsylvania statutorily exempts ‘business loans of any principal amount’ from maximum interest rate requirements.” *Id.* at pp.3-6. Finally, the Receiver argued that this Court—“rather than multiple federal, state, or arbitration tribunals—is the proper body to adjudicate Merchants’ claims” and that they have been provided with adequate and appropriate due process in having their claims litigated before this Court. *Id.* at pp.8-12.

On June 26, 2024, this Court entered its Order Granting the Receiver’s Proposed Treatment of Claims. *See* ECF No. 1976 (“Claims Order”). The Court noted that, in the Claims Motion, the Receiver recommended the Court defer ruling upon its recommendations, but that the merchants “filed a twenty-page response to the Claims Motion, arguing why their claims have merit and that they should be permitted to pursue their claims in other jurisdictions, outside of the instant claims process.” Claims Order at p.37. The Court noted the Receiver’s response to the merchant response and explained that “[b]ecause these merchants urge the Court to rule on their objections to the Receiver’s Claims Motion, and the Receiver and merchants have adequately presented facts and evidence in support of their respective positions, the Court will accept the merchants’ invitation and rule on these claims and objections.” *Id.* at p.37. The Court’s ruling was as follows:

The Court has carefully reviewed the Receiver’s proposed claim determinations for these merchants, the arguments and factual information contained within the merchants’ Responses to the Claims Motion, and the detailed claims files, notices of determination, and objections to the Receiver’s determinations for those disputed claims that are the subject of the merchants’ Responses. Based on this review, the Court determines that the merchants’ objections to the Claims Motion are **OVERRULED**. Additionally, the Court finds that the Receiver’s claims determinations for these merchants are well supported and reasonable. Accordingly, the Court finds by a preponderance of the evidence, based on a careful review of the record, that the Receiver’s ultimate rejection of the merchants’ claims is

reasonable. Therefore, the Receiver's claims determinations as to the merchants' claims are **APPROVED**.

Id. at p.37.⁷

On July 19, 2024, the merchants appealed this Court's Claims Order.⁸ *See* ECF No. 1996. The appellate court issued two jurisdictional questions. First, the Eleventh Circuit inquired whether the Claims Order was a final appealable Order. Second, the court inquired whether the merchants had standing to appeal. *See* Jurisdictional Questions, attached hereto as **Exhibit 1**. Regarding standing, the merchants responded that "it cannot be disputed that Appellants participated in the district court action. For instance, on May 3, 2024, Appellants filed a motion for leave to file excess pages for their brief in opposition to the Receiver's motion that [led] to the [Claims] Order . . ." *See* Merchant Response to Jurisdictional Question, attached hereto as **Exhibit 2**. The Eleventh Circuit Court of Appeals dismissed the appeal because the Claims Order was a non-appealable interlocutory order. *Sec. & Exch. Comm'n v. Complete Bus. Sols. Group, Inc.*, No. 24-12350, 2024 WL 4785772 (11th Cir. Nov. 14, 2024).

The Pending Merchant Lawsuits Against the Chehebars

The Merchants presently have four lawsuits pending against the Chehebars:

1. *Fleetwood Services LLC v. Complete Bus. Sols. Grp., Inc.*, Case No. 24-cv-80716-RAR (S.D. Fla.) ("*Fleetwood*");

⁷ Consistent with the Court's findings in the Claims Order, since the appointment of the Receiver in this matter, this Court has granted thirty-five Receiver motions to lift litigation injunctions to permit the Receiver to pursue collection efforts and to enforce MCA agreements. *See, e.g.*, ECF No. 2165.

⁸ The appeal was taken by Radiant Images, Inc., Giane Wolfe, Tourmappers North America, LLC, Julie Paula Katz, Kara DiPietro, HMC Inc., Fleetwood Services, LLC, Robert Fleetwood, Pamela Fleetwood, Gex Management, Inc., Carl Dorvil, MH Marketing Solutions Group, Inc., Michael Heller, Sunrooms Group, Inc., Michael Foti, Petropangea, Inc., Johnny Harrison, Volunteer Pharmacy, LLC, Chad Frost, Sean Whalen and Yngyin Iris Chen. ECF No. 1996.

2. *HMC Inc. v. Complete Bus. Sols. Grp., Inc.*, Case No. 24-cv-81424-RAR (S.D. Fla.) (“*HMC*”);
3. *B and T Supplies, Inc. et al. v. GEMJ Chehebar Grat, LLC*, Case No. 25-cv-23855-RAR (S.D. Fla.) (“*B&T*”); and
4. *Complete Bus. Sols. Grp., LLC v. Whalen*, Case No. 25-cv-23851-RAR (S.D. Fla.) (“*Whalen*”).

Fleetwood, HMC, B&T, and Whalen were consolidated by this Court, and the parties in those proceedings were instructed to file all future pleadings under the *HMC* case.⁹ *HMC*, ECF No. 175. In each of the Merchant Class Actions, the Merchants bring a civil RICO claim for damages arising from their purportedly usurious MCA agreements with CBSG. The Chehebars are alleged to be liable based on their investment in CBSG and corresponding role in funding these MCA agreements. The Chehebars contest liability in each case.

Absent resolution, extensive discovery will be conducted in all four cases. The Receiver has been operating CBSG for over five years and is in possession of CBSG’s corporate records dating back to 2012. Given the Merchants’ allegations concerning CBSG and the MCA agreements, much of the anticipated discovery will be directed towards the Receivership Estate.

A dispute exists between the parties to the Merchant Class Actions and the Receiver as to the scope of the discovery that can be requested from the Receiver, as well as the viability of the claims that the plaintiffs have pled in those matters. The Receiver’s position is that no discovery should be taken because the Court has previously determined that the MCA agreements are bona fide purchases of receivables and otherwise legal. Additionally, the Court has previously determined that the Receiver has immunity from certain discovery. *See* ECF Nos. 156, 157. The Receiver will incur significant legal expenses litigating these issues and responding to any discovery that may be permitted after motion practice before this Court.

⁹ These cases are referred to, collectively, as the “Merchant Class Actions.”

The Merchant-Chehebar Settlement

On August 4, 2025, the Merchants and the Chehebars attended mediation conducted by the Honorable Michael A. Hanzman (Ret.). Judge Hanzman also conducted mediation as part of the Eckert Seamans settlement with the Receiver. *See* ECF No. 2011. The Merchants and the Chehebars agreed on a settlement in principle, contingent on those parties' ability to reach a settlement with the Receiver, subject to the approval of this Court.

The Receiver-Chehebar-Merchant Settlement

Following the mediation, the Receiver, the Chehebars, and the Merchants entered into a settlement agreement, the effectiveness of which is subject to this Court's approval. Under the terms of this settlement agreement, the Chehebars agree to pay \$100,000 to the Receivership Estate. In exchange, and subject to the Court's approval, the Receiver, the Chehebars and the Merchants have agreed to the following:

- 1) RKDK Inc., Gelato on Hudson LLC, Asia Star Broadcasting Inc., Daniel Shah, Perfect Impression Inc., Susan Abrahams will be included in the category of merchants under the December 4, 2024 settlement reached between the Receiver and certain merchants that will receive a 90% reduction in any amounts due and owing to any Receivership Entity above their Cash Exposure Amount.¹⁰
- 2) The Receiver will release any liens related to Daniel Shah and his properties upon the Court's approval of the settlement.
- 3) The parties request entry of an Order in this case that includes the following findings:
 - a. The legality of the MCA agreements was adjudicated in this case, and that issue is identical to the sole issue upon which the merchant plaintiffs assert the Chehebars are liable to them in the Merchant Class Actions.

¹⁰ "Cash Exposure Amount" is the cash received by a merchant from any Receivership Entity under any merchant cash advance agreement, less the amount of cash the merchant or a guarantor returned to any Receivership Entity pursuant to that merchant cash advance agreement. If a Merchant Relief Party entered into multiple merchant cash advance agreements with Receivership Entities, then all cash amounts received and returned by that Merchant Relief Party shall be netted against each other in determining the Cash Exposure Amount.

- b. The question of the legality of the MCA agreements was actually litigated before this Court in this case;
- c. Resolution of the legality of the MCA agreements was a critical and necessary part of the Court's prior adjudication in this action.
- d. The merchants had a full and fair opportunity to litigate the legality of the MCA agreements in this action;
- e. The merchants in the Merchant Class Actions were either parties to, or in privity with, the parties in this case because their interests were aligned and the merchants that litigated the issue of the legality of the MCA agreements in this case adequately represented any absent merchant's interests concerning that issue;
- f. The claims by the merchants in the four Merchant Class Actions are subject to collateral estoppel as a result of the Court's ruling in this Receivership; and,
- g. A finding that the Order approving this settlement is a final appealable judgment under Rule 54(b).

A copy of this settlement agreement is attached hereto as **Exhibit 3**.

Memorandum of Law

The Amended Order Appointing Receiver authorizes, empowers, and directs the Receiver to pursue and defend all claims that may be brought by or asserted against the Receivership Estates. *See* Amended Order Appointing Receiver, ECF No. 141 at ¶7(J). Here, the Receiver was able to resolve pending disputes with the Chehebars and/or the Merchants regarding the availability and appropriateness of a potentially broad swath of discovery from the Receiver related to CBSG since the outset of the company's founding. The Receiver has also been able to avoid the expense of participating in the litigation of this dispute as a non-party, and responding to discovery that is anticipated to be extensive in the event the Receiver is unable to prevail in his opposition to discovery. Further, the Receiver has been able to recover additional money for the benefit of the Receivership Estate in exchange for the reduction of certain merchant balances.

On October 31, 2025, the Receiver informed the Court that there is currently \$4.0 million in outstanding receivables from merchants, and that number may need to be written down further. *See* ECF No. 2181 at pp.3-4. Collection of additional money by the Receivership Estate without the need for the expense associated with related collection efforts, the results of which would not be certain, is of further benefit to the Receivership Estate.

“The district court has broad powers and wide discretion to determine relief in an equity receivership.” *SEC. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). In such an action, a district court has the power to approve a settlement that is fair, adequate and reasonable, and is the product of good faith after an adequate investigation by the receiver. *Sterling v. Stewart*, 158 F.3d 1199 (11th Cir. 1998). “Determining the fairness of the settlement is left to the sound discretion of the trial court and we will not overturn the court’s decision absent a clear showing of abuse of that discretion.” *Id.* at 1202 (quoting *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984)).

To approve a settlement in an equity receivership, a district court must find the settlement is fair, adequate and reasonable, and is not the product of collusion between the parties. *Sterling*, 158 F.3d at 1203. To determine whether the settlement is fair, the court should examine the following factors: “(1) the likelihood of success; (2) the range of possible [recovery]; (3) the point on or below the range of [recovery] at which settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved.” *Id.* at 1203 n.6 (citing *Bennett*, 737 F.2d at 986 (11th Cir. 1984)).

Upon due consideration of these governing factors, the settlement with the Chehebars and the Merchants should be approved. The Merchants’ claims against the Chehebars directly implicate the Court’s prior determination that the MCA agreements are enforceable and not

usurious. Relitigating that issue before this Court and several other courts will require participation from the Receiver and further litigation before this Court.

The settlement will also prevent undue burden and cost on the Receivership Estate in litigating the appropriate scope of permissible discovery, if any, and responding to what are likely to be broad discovery requests from both the Chehebars and the Merchants in connection with four separate lawsuits. But for this settlement, the Receiver will be forced to spend significant time and resources addressing the parties' discovery demands.

Rule 54(b) provides that a district court may enter final judgment on a single claim in an action with multiple claims "if the court expressly determines that there is no just reason for delay." Fed. R. Civ. P. 54(b). The Eleventh Circuit's two-part test for certification under Rule 54(b) is set forth in *Lloyd Noland Foundation, Inc. v. Tenet Health Care Corp.*, 483 F.3d 773 (11th Cir. 2007). First, the Court must determine its decision is both final and a judgment, such that it disposes of a separable claim or dismisses a party in its entirety. *Id.* at 779. Second, the Court must determine "there is no just reason for delay" in certifying its decision as final. *Id.* at 778.

Here, the settlement agreement between the Receiver, the Chehebars, and the Merchants satisfies the two-part test set forth in *Lloyd Noland* because it is a partial judgment within the meaning of Rule 54(b). Approval of this settlement agreement constitutes "a 'judgment' in the sense that it is a decision upon a cognizable claim for relief," and it is "'final' in the sense that it is 'an ultimate disposition of an individual claim entered in the course of a multiple claims action.'" *Curtiss-Wright Corp. v. Gen. Elec. Co.*, 446 U.S. 1, 7 (1980).

First, this is a "decision upon a cognizable claim for relief." *See id.* "Claim" in this context does not necessarily mean a "cause of action." *See SEC v. Cap. Consultants, LLC*, 453 F.3d 1166, 1173 (9th Cir. 2006) (orders governing distribution plans in receivership might have been

appealable upon district court's Rule 54(b) certification if the parties had followed the required procedure and "ask[ed] the district court expressly to determine that no just reason for delay exists and to order the entry of judgment"); *Liberte Cap. Grp., LLC v. Capwill*, 148 F. App'x 426, 432 (6th Cir. 2005) (unpublished) (Rule 54(b) certification proper for order in receivership providing for manner of distribution of receivership assets). It is enough that this Court's order approving this settlement agreement fully and finally resolves the merchants' claims that the MCA agreements were illegal and usurious, and their entitlement to relief for merchant claimants in this action beyond what has already been obtained. *See* Order Approving Settlement, ECF No. 554, *SEC v. Quiros*, Case No. 16-cv-21301 (S.D. Fla., April 4, 2019); *Sec. & Exch. Comm'n v. DeYoung*, 850 F.3d 1172 (10th Cir. 2017).

Second, this judgment is "final" in the sense that it is "an ultimate disposition of an individual claim entered in the course of a multiple claims action." *See Curtiss-Wright*, 446 U.S. at 7. The merchants' claims, which have previously been adjudicated in this matter and resolved through a non-final order, are now fully being resolved. In addition, the Court's order approving the settlement agreement will effectively resolve future litigation involving the receivership by the merchants and Chehebars that rest upon the merchant claims that the MCA agreements were illegal and usurious.

Third, this approval of the settlement agreement is entirely separable from the other claims and aspects of the Receivership that will remain pending.

Approval of the settlement agreement satisfies the second part of the two-part test set forth in *Lloyd Noland* because there is no just reason for delay in entering this judgment as a final judgment. District courts have previously found equity was furthered by preventing delay in similar circumstances. *See S.E.C. v. American Pension Serv., Inc.*, No. 2:14-cv-00309, 2015 WL

12860498, at *13 (D. Utah Dec. 23, 2015) (making Rule 54(b) certification and finding “not only is there no just reason for delay, but the expediency and efficiency of the administration of this Receivership Estate will be furthered” by certification under Rule 54(b)); *S.E.C. v. Alleca*, No. 1:12-cv-3261, 2016 WL 2858847, at *2 (N.D. Ga. May 16, 2016) (certifying approval of settlement under Rule 54(b) to prevent delays in a receiver collecting and distributing settlement proceeds); Order Approving Settlement, ECF No. 554, *Quiros*, Case No. 16-cv-21301 (S.D. Fla. April 4, 2019).

Without Rule 54(b) findings that will allow the settlement agreement to become “final,” the settlement agreement will not take effect, if at all, until some unknown future date, and litigation surrounding the discovery the parties would otherwise be seeking in the Merchant Class Actions will be inevitable – at great cost to the Receivership Estate. Thus, a lack of Rule 54(b) findings will delay and diminish further distributions in this action beyond only the sums and considerations at issue in the settlement agreement. That fact counsels strongly in favor of certifying this order as a partial final judgment under Rule 54(b).

Finally, additional monies are being collected by the Receivership Estate for the benefit of claimants. Two groups of merchants—Daniel Shaw and his related entities, and Susan Abrahams and her entity—have already received a 75% reduction to their Cash Exposure Amount under the terms of the prior settlement that the Receiver reached with certain merchants. Although the additional 15% reduction called for under the settlement agreement currently before the Court represents an additional reduction of their outstanding balance, collection of that amount is not certain and would require the Receiver to expend additional resources in pursuing the additional amounts owed. Thus, the Receiver believes that approving the settlement is advisable and will undoubtedly benefit the Receivership Estate.

CONCLUSION

WHEREFORE, for the foregoing reasons, the Receiver respectfully requests that the Court enter an Order in the form attached hereto as **Exhibit 4**, approving the Settlement Agreement between the Receiver, the Chehebars, and the Merchants, and granting such further relief as is just and proper. Attached as **Exhibit 5** is a proposed Order establishing a briefing schedule on this motion, as well as the simultaneously filed Motion to Approve Stipulation Regarding Reductions to Remaining Account Balances for Certain Merchants.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

The undersigned counsel has conferred with counsel for the SEC regarding the relief sought through this motion and certifies that the SEC does not oppose the Receiver's requested relief.

Dated: April 3, 2026

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 3, 2026, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA

Exhibit “1”

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

ELBERT PARR TUTTLE COURT OF APPEALS BUILDING
56 Forsyth Street, N.W.
Atlanta, Georgia 30303

David J. Smith
Clerk of Court

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August 09, 2024

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Appeal Number: 24-12350-J
Case Style: Radiant Images, Inc., et al v. Ryan K. Stumphauzer
District Court Docket No: 9:20-cv-81205-RAR

NOTICE OF APPEAL FILED: July 19, 2024

After review of the district court docket entries, order and/or judgment appealed from, and the notice of appeal, it appears that this court may lack jurisdiction over this appeal. If it is determined that this court is without jurisdiction, this appeal will be dismissed.

The parties are requested to simultaneously advise the court in writing within fourteen (14) days from the date of this letter of their position regarding the jurisdictional question(s) set forth on the attached page. Counsel must submit their response electronically, and do not need to provide paper copies. The responses must include a Certificate of Interested Persons and Corporate Disclosure Statement as described in Fed.R.App.P. 26.1 and the corresponding circuit rules. Requests for extensions of time to file a response are disfavored.

After fourteen (14) days, this court will consider any response(s) filed and any portion of the record that may be required to resolve the jurisdictional issue(s). Please note that the issuance of

a jurisdictional question does not stay the time for filing appellant's briefs otherwise provided by 11th Cir. R. 31-1.

Clerk's Office Phone Numbers

General Information:	404-335-6100	Attorney Admissions:	404-335-6122
Case Administration:	404-335-6135	Capital Cases:	404-335-6200
CM/ECF Help Desk:	404-335-6125	Cases Set for Oral Argument:	404-335-6141

Enclosure(s)

JUR-1 Resp reqd JQ

No. 24-12350-J

JURISDICTIONAL QUESTIONS

1. Please address whether the district court's order entered June 26, 2024 is final or immediately appealable given that the court directed the receiver to prepare and file a motion to approve a distribution plan and to seek authorization for an initial distribution. *See* 28 U.S.C. §§ 1291, 1292(a)(2); *Acheron Cap., Ltd. v. Mukamal*, 22 F.4th 979, 986 (11th Cir. 2022) (stating that a final decision is typically one that ends the litigation on the merits and leaves nothing for the court to do but execute its judgment); *United States v. "A" Mfg. Co.*, 541 F.2d 504, 506 (5th Cir. 1976) (noting the clearly established rule that an interlocutory order commanding a sale, and one confirming a sale, are appealable).
2. To the extent that the notice of appeal designates an appealable order for review, please address whether the appellants have standing to appeal in this case. *See Wolff v. Cash 4 Titles*, 351 F.3d 1348, 1353-54 (11th Cir. 2003) (explaining that litigants must establish their standing to appeal judgments and that only a litigant who is aggrieved by a judgment or order may appeal); *Marino v. Ortiz*, 484 U.S. 301, 304 (1988) (noting that only parties to a lawsuit, or those that properly become parties, may appeal an adverse judgment); *Kimberly Regenesis, LLC v. Lee Cnty.*, 64 F.4th 1253, 1262 (11th Cir. 2023) (noting that someone not named a party to a suit may appeal, but they must have at least participated in the district court).

Exhibit “2”

ALMEIDA LAW GROUP

August 23, 2024

VIA ECF

David J. Smith, Clerk of the Court
United States Court of Appeals, 11th Circuit
Elbert Parr Tuttle Court of Appeals Building
56 Forsyth Street, N.W.
Atlanta, Georgia 30303

Re: *Radiant Images, Inc., et al. v. Ryan K. Stumphauzer*, Appeal No. 24-12350-J
Appellants' Position That This Court Has Jurisdiction

To the United States Court of Appeals for the Eleventh Circuit:

Appellants Radiant Images, Inc., Giane Wolfe, Tourmappers North America, LLC, Julie Paula Katz, Kara DiPietro, HMC Inc., Fleetwood Services, LLC, Robert Fleetwood, Pamela Fleetwood, Gex Management, Inc., Carl Dorvil, MH Marketing Solutions Group, Inc., Michael Heller, Sunrooms Group, Inc., Michael Foti, Petropangea, Inc., Johnny Harrison, Volunteer Pharmacy, LLC, Chad Frost, Sean Whalen and Yngyin Iris Chen (“Appellants”), by and through undersigned counsel, respectfully submit this letter in response to this Court’s August 9, 2024 letter requesting the parties to set forth their position on two jurisdictional questions. For the reasons set forth below, this Court has jurisdiction and the appeal should not be dismissed.

I. The District Court’s June 26, 2024 Order Involved The Disposal Of Receiver Property And Is Therefore Appealable.

The District Court’s June 26, 2024 Order, attached hereto as **Exhibit A** (the “Bar Order”), is an interlocutory order that is appealable under 28 U.S.C. § 1292(a)(2) because it involved directing the disposal of property in the Receiver’s, Ryan K. Stumphauzer, possession that the Appellants have claims against. The Bar Order was final with respect to extinguishing Appellants’ claims to that receivership property, and any subsequent distribution plan would not change that fact. The Bar Order set forth the fact that numerous merchant victims—including Appellants—filed lawsuits against CBSG and other Receivership Entities (as defined therein) *prior to the appointment of the Receiver*. The Bar Order also detailed the fact that all of those merchant victim claims were summarily denied by the Receiver. *See Ex. A* at 36. The Bar Order further directed the Receiver to prepare and to file a distribution plan for the receivership assets. Due to the summary denial of those merchant victim claims, the Receiver’s distribution plan will *not* include any proceeds going to any of the merchant victims of CBSG’s usurious lending practices, including Appellants.

These circumstances are like other cases in which various federal courts of appeal have found there to be grounds for an interlocutory appeal. In *United States v. “A” Mfg. Co.*, the Fifth Circuit concluded that jurisdiction existed for an appeal of an order approving a receiver’s planned sale. *See* 541 F.2d 504, 506 n.1 (5th Cir. 1976). It is of no import that the distribution plan is not finalized

as “Section 1292(a)(2) provides for appeals from interlocutory orders **which take steps to accomplish the purpose** of receiverships such as direct the sale or disposal of property.” *Id.* (emphasis added). Here, the Bar Order is a further step by court order directing the disposal of receivership property such that it is appropriately appealable under 28 U.S.C. § 1292(a)(2). This finding is consistent with this Circuit’s recent discussion of *A Manufacturing* because it does not involve any interlocutory order to accomplish the purpose of receivership but rather involves an order taking steps to directing the sale of property. *See Acheron Capital, Ltd. v. Mukamal*, 22 F4th 979, 993 (11th Cir. 2022).

Moreover, from Appellants’ perspective, there is zero practical difference between the Bar Order and the future order on the Receiver’s motion to approve a distribution plan since the Bar Order already finalized which parties would and would not (in the case of Appellants) be entitled to proceeds from the distribution plan. *See Ex. A*. Thus, the Bar Order already outlined a final order in terms of what parties would be entitled to distribution of Receivership assets and Appellants were adjudicated by the district court to fall outside that distribution plan. As such, the Bar Order unquestionably falls within the scope of 28 U.S.C. § 1292(a)(2) because it took “steps to accomplish the purpose” of “directing sales or other disposals of property” in terms of who would receive the disposal of property. *Id.*; *see also Northwest Bank Wis. N.A. v. Malachi Corp.*, 245 Fed. Appx. 488, 491 (6th Cir. 2007) (“Because the district court’s order directed the disposal of receivership assets and, therefore, changed certain aspects of the receivership, the order is appealable under 28 U.S.C. § 1292”); *Santibanez v. Weir McMahon & Co.*, 105 F.3d 234, 238 (5th Cir. 1997) (similar).

II. Appellants Have Participated in The District Court Action And Have Standing.

As set forth in *Kimberley Regensis, LLC v. Lee County*, “in the context of appellate standing, the primary meaning of the injury requirement is adverseness: ‘Only a litigant who is *aggrieved by the judgment or order* may appeal.’” 64 F.4th 1253, 1262 (11th Cir. 2023) (citations omitted). Here, Appellants were aggrieved and injured by the Bar Order because it overruled their objections to the Receiver’s distribution plan that would completely exclude them and similarly victimized merchants to recover from the receivership estate. *See Ex. A* at 36-37 (“the Court finds . . . that the Receiver’s ultimate rejection of the merchants’ claims is reasonable”). Thus, there is no dispute that Appellants satisfy the injury prong for standing.

The *Kimberley* Court also recognized the long-standing principle that for appellate standing purposes “one who is not an original party to a lawsuit may of course become a party by intervention, substitution, or third-party practice.” 64 F.4th at 1261 (citing *Karcher v. May*, 484 U.S. 72, 77 (1987)). In *Kimberley*, this Circuit recognized the rule of its sister circuits that “courts have granted exceptions [for appellate standing] where the non-parties actually participated in the proceedings below, the equities weigh in favor of hearing the appeal, and the non-parties have a personal stake in the outcome.” *Id.* (quoting *EEOC v. La. Off. of Cmty. Servs.*, 47 F.3d 1338, 1442 (5th Cir. 1995)).

Here, it cannot be disputed that Appellants participated in the district court action. For instance, on May 3, 2024, Appellants filed a motion for leave to file excess pages for their brief in opposition to the Receiver’s motion that lead to the Bar Order, which the district court granted.

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See District Court docket ECF Nos. 1856 & 1857. On May 7, 2024, Appellants filed an opposition brief in the district court to oppose the Receiver’s motion that led to the Bar Order. *See id.*, ECF No. 1887. In issuing the Bar Order, the district court reiterated that it retained “exclusive jurisdiction” over all issues described in the Receiver’s motion that led to the Bar Order and “in connection with the anticipated Distribution Motion” by the receiver. *See* Ex. A at 42.

Appellants have therefore sustained a particularized and unique injury from the Bar Order as it affirmed the Receiver’s rejection of all their claims, and Appellants participated in lower proceedings because they were invited and accepted the district court’s invitation to oppose the Receiver’s requested relief before the Bar Order was issued. Moreover, Appellants have also been involved in settlement discussions and mediations with the Receiver (presided over by a designated magistrate judge in the Southern District of Florida) per district court orders compelling merchant claimants and the Receiver to negotiate their claims in good faith. As such, Appellants satisfy all elements for non-parties to have standing to bring the instant appeal. *See, e.g., Northview Motors, Inc. v. Chrysler Motors Corp.*, 186 F.3d 346, 349 (3d Cir. 1999) (“[T]his court has recognized that a nonparty may bring an appeal when three conditions are met: (1) the nonparty has a stake in the outcome of the proceedings that is discernible from the record; (2) the nonparty has participated in the proceedings before the district court; and (3) the equities favor the appeal”); *Doe v. Pub. Citizen*, 749 F.3d 246, 259 (4th Cir. 2014) (“We have recognized an exception to the general rule that permits a nonparty to appeal a district court’s order or judgment when the appellant (1) possessed an interest in the cause litigated before the district court and (2) participated in the proceedings actively enough to make him privy to the record”).

For the foregoing reasons, Appellants respectfully submit that this Court has jurisdiction over the instant appeal because the Bar Order made final determinations concerning the disposition of how Receivership assets would be distributed and Appellants participated in the underlying proceedings that led to the Bar Order.

Respectfully submitted,

ALMEIDA LAW GROUP LLC

/s/ David S. Almeida

David S. Almeida

Matthew J. Langley

WHITE AND WILLIAMS LLP

/s/ Shane R. Heskin

Shane R. Heskin

Exhibit A

**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.

**ORDER GRANTING RECEIVER'S MOTION TO (1) APPROVE PROPOSED
TREATMENT OF CLAIMS AND (2) FOR DETERMINATION OF PONZI SCHEME**

THIS CAUSE comes before the Court on the Receiver's Motion to (1) Approve Proposed Treatment of Claims and (2) for Determination of Ponzi Scheme ("Claims Motion"), [ECF No. 1843]. Upon review of the Motion, the Court solicited responses or objections to the Motion from interested parties. In response, the Court received more than forty filings. *See* [ECF Nos. 1843, 1855, 1858–60, 1862–73, 1880–87, 1889–90, 1892–98, 1900–1910, 1920, 1922]. With the Court's permission, the Receiver elected to file replies in support of the Motion that grouped like objections together. *See* [ECF Nos. 1928–31, 1933–34]. At the Court's request, the Receiver filed, under seal, the claims forms, notices of determination, and objections regarding the disputed claims. [ECF No. 1958]. Having thoroughly reviewed the pleadings, the record, the applicable law, and being otherwise fully advised, it is hereby

ORDERED AND ADJUDGED that the Motion is **GRANTED** as set for herein.

BACKGROUND

On July 24, 2020, the Securities and Exchange Commission ("SEC") filed a complaint against Complete Business Solutions Group, Inc. d/b/a Par Funding ("CBSG") and several other

entities and individuals. Three days later, on July 27, 2020, the Court appointed Ryan K. Stumphauzer, Esq. as Receiver over CBSG and other Receivership Entities.¹ The underlying claims against the Defendants have been resolved, with Final Judgments entered against several of the Defendants, which require the payment of disgorgement, interest, and penalties.

The Receiver has recovered substantial assets on behalf of the Receivership Entities and, consistent with his duties as the Receiver, intends to distribute those assets to the defrauded victims of CBSG. To that end, on April 22, 2024, the Receiver filed his Claims Motion. In the Claims Motion, the Receiver asks the Court to make a finding—for the purpose of determining the allowed claim amounts from investors—that CBSG operated as a Ponzi scheme. The Receiver also asks the Court to approve his proposed treatment of claims that investors and others have submitted against the Receivership Entities.

For the reasons stated below, the Court finds by a preponderance of the evidence that CBSG operated as a Ponzi scheme for purposes of determining the most equitable method of distribution. Further, the Court finds by a preponderance of the evidence that the Receiver’s proposed treatment of claims, as clarified and modified herein, is fair and equitable. Therefore, this Court adopts the Receiver’s proposed treatment of claims, as modified herein, and directs the Receiver to proceed with filing a motion to approve a distribution plan, through which the Receiver can begin to return funds within the Receivership Estate to the victims of CBSG.

I. Factual History

The Court begins by setting forth the facts as described in the SEC’s Amended Complaint, [ECF No. 119]. Par Funding—a company founded in 2011—was engaged in the business of making “opportunistic loans” to small businesses across the country. *See* Am. Compl. ¶ 1. From

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Claims Motion.

approximately August 2012 through mid-2020, to fuel these merchant cash advances (“MCAs”), Defendants raised nearly half a billion dollars through unregistered securities sold to over a thousand investors nationwide. *Id.* The alleged scheme consisted of two primary phases. During the first phase, from August 2012 until around December 2017, Par Funding primarily issued promissory notes and offered them to the investing public directly and through a network of sales agents (“Phase I”). *Id.* ¶ 2.

Then, in early January 2018—after learning it was under investigation by the Pennsylvania Department of Banking and Securities for violating state securities laws through the use of unregistered agents—Par Funding implemented a new way to raise funds for the MCAs (“Phase II”). *Id.* ¶¶ 3–4. Par Funding began relying on “Agent Funds” that were “created for the purpose of issuing their own promissory notes, selling the notes to the investing public through unregistered security offerings, and funneling investor funds to Par Funding.” *Id.* ¶ 4. Par Funding would compensate the Agent Funds by offering them promissory notes that had higher rates of return than the notes the Agent Funds sold to investors. *Id.* ¶ 4.

As outlined in the Amended Complaint, Defendants Lisa McElhone and Joseph LaForte “orchestrate[d] the scheme” through Par Funding and McElhone’s company, Full Spectrum Processing, Inc., whose employees operated Par Funding. Defendants LaForte, Joseph Cole Barleta (Full Spectrum’s CFO), and Perry Abbonizio (Par Funding’s investment director and partial owner) solicited investors to invest in the securities. *Id.* ¶ 5. Defendant Dean Vagnozzi, through his company ABetterFinancialPlan.com d/b/a A Better Financial Plan (“ABFP”), recruited individuals to create the Agent Funds and provided them training and other materials to assist them with the creation and operation of the funds. *Id.* ¶ 6. Defendants Vagnozzi, Michael Furman, and John Gissas each operated Agent Funds that raised money for Par Funding through unregistered securities offerings. *Id.* ¶ 7.

The SEC avers that in addition to violating the federal securities laws by selling unregistered securities, Defendants also made false or misleading statements and omissions concerning the Par Funding offering in violation of the antifraud provisions of the Securities Act and Exchange Act. Am. Compl. ¶¶ 154–294. The misrepresentations alleged by the SEC can be grouped into seven categories:

First, Defendants made misrepresentations regarding Par Funding’s underwriting process. The Amended Complaint describes a recorded conversation between Defendant Abbonizio and an individual posing undercover as an investor where Abbonizio touted Par Funding’s underwriting practices. *Id.* ¶¶ 156–57. It also cites a brochure that Defendants Furman, Abbonizio, and Vagnozzi distributed to investors emphasizing Par Funding’s “Exceptional Underwriting Rigor”; marketing materials where Par Funding claimed it conducted on-site merchant inspections prior to loan approval; and a solicitation event where Abbonizio told investors that Par Funding does on-site inspections 100 percent of the time before approving any loan. *Id.* ¶¶ 158–64. The SEC explains that contrary to these representations, Par Funding did not always conduct on-site inspections before approving an MCA. *Id.* ¶¶ 167–82. It also asserts that Par Funding funded loans “without obtaining information about the merchant’s profit margins, expenses, or debts,” *id.* ¶ 183, and did not “always assign a liaison to small businesses or have a liaison who communicate[d] with the small businesses” as it claimed. *Id.* ¶ 184.

Second, Defendants made misrepresentations regarding Par Funding’s loan default rate. Defendants LaForte, Abbonizio, and Vagnozzi represented to prospective investors that Par Funding’s loan default rate was around one percent, *id.* ¶¶ 185–90, when in reality, “Par Funding has filed more than 2,000 collections lawsuits against small borrowers for defaulting on the [l]oans Par Funding made to them.” *Id.* ¶ 193. The Amended Complaint asserts that Par Funding claims to have funded more than \$600 million in loans and the lawsuits seek to recover over \$300 million

that the small businesses have allegedly failed to repay. *Id.* ¶ 194. According to the SEC, “[a]n analysis of these lawsuits reveals that Par Funding’s loan default rate is as high as 10%.” *Id.* Further, Par Funding excluded from its default rate “any [1]loan where the borrower is making even a partial payment or is speaking with Par Funding about the loan.” *Id.* ¶ 202.

Third, Defendants made misrepresentations regarding insurance offered on the MCAs. The brochure that Par Funding distributed to potential investors misrepresented that Par Funding offered insurance on all its products up to \$150,000. *Id.* ¶ 204. LaForte and Abbonizio also told investors that Par Funding had insurance to back up investor funds. *Id.* ¶¶ 205–06. In reality, “Par Funding did not offer small businesses insurance on the [1]loans, and thus investor funds were not protected by insurance.” *Id.* ¶ 207.

Fourth, Defendants made misrepresentations and omissions about LaForte’s background to investors. LaForte, Cole, Abbonizio, and Par Funding touted LaForte’s financial and business acumen and success without disclosing that he is a twice-convicted felon who was formerly imprisoned and ordered to pay \$14.1 million in restitution for grand larceny and money laundering. *Id.* ¶¶ 213–17. Further, Par Funding did not disclose LaForte as a “Related Person” in its Form D filing with the SEC, even though LaForte ran the day-to-day operations of Par Funding and functioned as one of its executives. *Id.* ¶¶ 218–19.

Fifth, Defendants made misrepresentations to investors regarding Defendants’ regulatory history. In November 2018, Pennsylvania securities regulators filed a Consent Agreement and Order against Par Funding for violating the Pennsylvania Securities Act’s prohibition on the use of unregistered agents in the offer and sale of securities and fined Par Funding \$499,000 (“Pennsylvania Order”). Am. Compl. ¶ 228. Then, in December 2018, the New Jersey Bureau of Securities issued a Cease-and-Desist Order against Par Funding based on its offer and sale of unregistered securities (“New Jersey Order”). *Id.* ¶ 229. Additionally, in February 2020, the Texas

State Securities Board issued an Emergency Cease-and-Desist Order against Par Funding and others, alleging fraud and registration violations in connection with its securities offerings through an Agent Fund in Texas (“Texas Order”). *Id.* ¶ 231. The SEC alleges that Par Funding, LaForte, Abbonizio, and Vagnozzi promoted Par Funding’s success while failing to disclose to investors that Par Funding had been sanctioned several times for violating state securities laws. *Id.* ¶¶ 220–27.

Sixth, the Amended Complaint asserts that Par Funding made false statements in its Form D filings with the SEC about Defendant McElhone and Cole’s receipt of funds and Par Funding’s payment of finders’ fees and commissions. Am. Compl. ¶¶ 235–43. Par Funding filed a Notice of Exempt Offering of Securities on Form D with the SEC on February 19, 2019, and an amended Form D on April 28, 2020. *Id.* ¶¶ 235–36. These filings stated that none of the gross proceeds of the offering had been or were proposed to be used for payments to executive officers or others listed on the form as Related Persons. *Id.* ¶¶ 235–37. The amended Form D, signed by Defendant Cole, also stated that Par Funding had paid no finders’ fees and commissions. *Id.* ¶ 237. Contrary to these statements made on the Form D filings, both McElhone and Cole received money from the offering, *id.* ¶¶ 240–42, and Par Funding paid finders’ fees of at least \$3.6 million, as well as \$1 million in commissions. *Id.* ¶ 243.

Seventh, the Amended Complaint asserts that Defendant LaForte falsely told prospective investors that he had personally invested large sums of money in Par Funding. *Id.* ¶¶ 244–45. This was blatantly false, as LaForte had never invested in Par Funding. *Id.* ¶ 245.

II. Procedural History

A. Claims Process

The SEC filed this action on July 24, 2020, seeking a temporary restraining order and preliminary injunction, an asset freeze, appointment of a receiver, a permanent injunction,

disgorgement, and civil penalties. *See* Compl., [ECF No. 1]. The SEC filed its Amended Complaint on August 8, 2020. *See* Am. Compl., [ECF No. 119]. On July 27, 2020, the Court entered an Order Appointing Receiver which, in relevant part, directed the Receiver “[t]o take custody, control and possession of all Receivership Entity records, documents, and materials, and to safeguard these items until further Order of the Court.” [ECF No. 36] ¶ 1. The Court later entered an Amended Order Appointing Receiver on August 13, 2020, which authorized the Receiver to “develop a plan for the fair, reasonable, and efficient recovery and liquidation of all remaining, recovered and recoverable Receivership Property.” [ECF No. 141] ¶ 52.

On December 21, 2022, the Receiver filed a Motion to Establish and Approve: (1) Proof of Claim Form; (2) Claims Bar Date and Notice Procedures; and (3) Procedure to Administer and Determine Claims (“Claims Process Motion”), [ECF No. 1467]. The Court entered an Order granting the Claims Process Motion on December 23, 2022 (“Claims Process Order”), [ECF No. 1471]. By granting the Claims Process Motion, the Court approved a procedure for individuals or entities who believe they may have a claim against any Receivership Entity to submit a claim to the Receivership assets. Since the entry of the Claims Process Order, the Receiver has utilized a team of professional consultants to analyze and make determinations as to the validity of the proofs of claims submitted. Claims Mot. at 5–6. The Receiver provided each claimant with a Notice of Determination describing the Receiver’s determination as to each claim. Claims Mot. at 6. These Notices of Determination were sent out via U.S. Mail to the address each claimant included on their Proof of Claim Form, as well as by email, if the claimant included an email address on their Proof of Claim Form. *Id.* Claimants were afforded 30 days to review and, if applicable, object to the Receiver’s Notices of Determination. *Id.*

While the Receiver was able to resolve some of the objections directly with the objecting claimants, numerous objections remain outstanding. For those objections that could not be

resolved, the Court permitted claimants to file responses or objections to the present Claims Motion. [ECF No. 1845]. In response, the Court received more than forty filings that varied from single-page handwritten responses to twenty-page submissions of typed opposition. *See* [ECF Nos. 1843, 1855, 1858–60, 1862–73, 1880–87, 1889–90, 1892–98, 1900–1910, 1920, 1922]. With the Court’s permission, the Receiver elected to file replies in support of the Motion that grouped like objections together. *See* [ECF Nos. 1928–31, 1933–34].

B. Allegations and Determinations as to Ponzi Scheme

Neither the SEC’s Complaint nor Amended Complaint contain specific allegations that CBSG was a “Ponzi” scheme. *See generally* Compl.; Am. Compl. On November 23, 2021, several Defendants agreed to bifurcated consent judgments (“Consents”) in which they conceded liability without admitting or denying the allegations in the Amended Complaint—with the critical exception that those allegations would be deemed true for purposes of disgorgement and penalty determinations by the Court. *See* [ECF Nos. 1006, 1008, 1010].

On April 15, 2022, the SEC filed an Omnibus Motion for Final Judgments. [ECF No. 1214]. The SEC’s filing contained unpled allegations that CBSG was a “Ponzi” scheme. *See id.* On May 4, 2022, Defendants moved to strike the SEC’s Ponzi allegations or, alternatively, to withdraw from their Consents on the grounds that they never would have agreed to the Consents had they known such Ponzi allegations would be asserted. *See* [ECF No. 1224]. Following a hearing on Defendants’ motion to strike, the SEC agreed to remove all references to a “Ponzi scheme” from its submission, and thereafter filed an Amended Omnibus Motion for Final Judgments against Defendants (“Disgorgement Motion”), [ECF No. 1252]. The Disgorgement Motion argued that neither Par Funding nor the Defendants were entitled to deductions for *any* business expenses. In its reply in support of the Disgorgement Motion, the SEC asserted that Par Funding was using “[newer] investor funds to pay [older] investors their purported investment

returns,” [ECF No. 1341] at 13, without explicitly labeling Par Funding as a Ponzi scheme. Ultimately, the Court held that Defendants had met their burden to establish deductions for certain business expenses and determined that Par Funding incurred more than \$66 million in legitimate business expenses, \$8.6 million in arms-length consulting fees, and \$11.8 million in taxes—all of which was recognized in reducing the amount of disgorgement Defendants were ordered to pay. [ECF No. 1450] at 19–26.

On November 23, 2022, the Court entered its Amended Final Judgment against the Defendants. [ECF No. 1451]. That same day, the Court ordered this case administratively closed, stating: “Litigation on liability issues has concluded, Final Judgments have been entered against all Defendants, and Plaintiff and Receiver have notified the Court that the Receiver is consenting to Final Judgments against the corporate Defendants—all of which obviates the need for further litigation.” [ECF No. 1453]. On December 21, 2022, the Receiver filed a Motion to Establish and Approve: (1) Proof of Claim Form; (2) Claims Bar Date and Notice Procedures; and (3) Procedure to Administer and Determine Claims, [ECF No. 1467]. The Court entered an Order granting the Receiver’s Motion on December 23, 2022, [ECF No. 1471].

On March 4, 2024, the Court conducted a status conference during which the Receiver and SEC expressed differing views on the appropriate claim reconciliation and distribution process, [ECF No. 1819]. Specifically, the Receiver proposed utilizing a calculation method that considers the investors’ net investment in Par Funding (*i.e.*, total cash in, minus total cash out for all notes the investors held, including those that had been repaid in full), whereas the SEC maintained that this calculation method was improper absent a finding that CBSG operated as a Ponzi scheme. With this context, on April 22, 2024, the Receiver filed his Claims Motion. In the Claims Motion, the Receiver asks the Court to make a finding—for purposes of determining the allowed claim amounts from investors—that CBSG operated as a Ponzi scheme. Claims Mot. at 2. The Receiver

also asks the Court to approve his proposed treatment of claims that investors and others have submitted against the Receivership Entities. *Id.*

LEGAL STANDARD

A district court possesses extremely “broad power to remedy violations of federal securities laws.” *Eberhard v. Marcu*, 530 F.3d 122, 131 (2d Cir. 2008); *see also S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992) (“The district court has broad powers and wide discretion to determine relief in an equity receivership.”); *S.E.C. v. Credit Bancorp, Ltd.*, 290 F.3d 80, 82–83 (2d Cir. 2002) (affirming approval of proposed plan for returning funds to claimants as “within the equitable discretion of the District Court”). In particular, “[a]s an exercise of its equity powers, the court may order wrongdoers to disgorge their fraudulently obtained profits,” and, “[o]nce the profits have been disgorged, it remains within the court’s discretion to determine how and to whom the money will be distributed, and the district court’s distribution plan will not be disturbed on appeal unless that discretion has been abused.” *S.E.C. v. Fishbach Corp.*, 133 F.3d 170, 175 (2d Cir. 1997).

It is appropriate for a receiver to seek guidance from a court when devising a claims process in an equity receivership, given the importance of such a matter and wide discretion in how such a process could be structured. Indeed, “[i]t is the court itself which has the care of the property in dispute . . . [and the] receiver is but the creature of the court.” *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 373 (5th Cir. 1982). Further, in receivership proceedings, “[e]very person who has any claim or demand against the estate or property in the custody of the court through the receiver, . . . must assert such claim or demand in the court in which such receiver was appointed.” Ralph E. Clark, *Clark on Receivers* § 646, at 1132 (3rd ed. 1992). One way for claimants to assert a claim is for claimants to be authorized “under a general order of the appointing court [to file their] claim with the receiver.” *Id.* at 1132. The receiver may agree or disagree with the claim,

which is ultimately decided by the court. *Id.*; *S.E.C. v. Founding Partners Cap. Mgmt.*, No. 2:09-CV-229-FTM-29, 2014 WL 2993780, at *1 (M.D. Fla. July 3, 2014) (agreeing with and adopting the receiver’s recommendations concerning investor claims). “The claims should be definite enough to enable the receiver to pass on their validity, fairness and legality and to place them in their proper and legal category of claims for preference, if any.” Clark on Receivers § 651, at 1142.

The court may approve the proposed treatment of claims and distribution of the assets of a receivership estate in a manner that it deems fair and equitable. *See Elliot*, 53 F.2d at 1569–70. In cases involving fraud, some assets may be “fortuitously identifiable by virtue of the liquidation or encumbering of the assets of [certain investors],” but the ability to trace a particular claimant’s funds into specific assets within the receivership does not provide a basis for giving priority to one claimant over another. *S.E.C. v. Credit Bancorp, Ltd.*, 194 F.R.D. 457, 463 (S.D.N.Y. 2000); *United States v. Real Property*, 89 F.3d 551, 552–53 (9th Cir. 1996) (holding that it is inequitable to allow creditors to use tracing fictions to recover the full amount of their claim at the expense of equally innocent fraud victims). Rather, the primary goals in any claims and distribution process are to ensure that the process is “done equitably and fairly, with similarly situated investors or customers treated alike,” and “equity should not permit one group a preference over another, because ‘equality is equity.’” *S.E.C. v. Homeland Commc’ns Corp.*, No. 07-80802, 2010 WL 2035326, at *2 (S.D. Fla. May 24, 2010) (quoting *Elliot*, 953 F.2d at 1570).

ANALYSIS

The Court has carefully considered the well-developed record in this case, including the Claims Motion and all related materials—the submissions referenced in the Claims Motion; the responses and objections from claimants and other interested parties filed in opposition to the

Claims Motion (“Responses”);² the Receiver’s Notice of Amendments to Notices of Determination and Proposed Rulings on Objections in Connection with the Receiver’s Motion to Approve Proposed Treatment of Claims, [ECF No. 1875]; the Receiver’s replies in support of the Claims Motion, [ECF Nos. 1928, 1929, 1930, 1931, 1933, 1934]; and the Receiver’s sealed filing containing the claims forms, notices of determination, and objections for the disputed claims that are the subject of the Responses, [ECF No. 1958].

As explained below, the Court concludes that, for the purpose of ensuring equitable distribution, there is sufficient evidence that CBSG operated as a Ponzi scheme from at least as early as 2012, through the time the Receiver was appointed in 2020. Relatedly, the Court concludes that the Receiver’s proposed utilization of a “net investment” methodology for calculating investor claims, as described herein, provides an equitable means of determining the maximum allowable claim amount that investors may be entitled to recover against the Receivership Estate’s assets. However, as discussed in further detail below, this finding is made for the limited purpose of determining the most equitable method of distributing money to defrauded investors and will not disturb previous orders entered by this Court regarding liability, disgorgement, or penalties.

I. Ponzi Scheme Determination

According to the Eleventh Circuit, at its core, “a Ponzi scheme is a phony investment plan in which monies paid by later investors are used to pay artificially high returns to the initial investors, with the goal of attracting more investors.” *United States v. Silvestri*, 409 F.3d 1311, 1317 n.6 (11th Cir. 2005); *see also United States v. Ward*, 486 F.3d 1212, 1214 n.1 (11th Cir. 2007); *United States v. Edwards*, 526 F.3d 747, 748 n.1, 761 (11th Cir. 2009); *see also Perkins v.*

² *See* [ECF Nos. 1843, 1855, 1858–60, 1862–73, 1880–87, 1889–90, 1892–98, 1900–1910, 1920, 1922].

Haines, 661 F.3d 623, 625 n.1 (11th Cir. 2011) (“The essence of a Ponzi scheme is to use newly invested money to pay off old investors and convince them that they are earning profits rather than losing their shirts.”); *United States v. Orton*, 73 F.3d 331, 332 n.2 (11th Cir. 1996) (same). A “classic Ponzi scheme” involves the following elements:

The investors are paid profits from the principal sums paid in by newly attracted investors. Usually those who invest in the scheme are promised large returns on their principal investments. The initial investors are indeed paid the sizable promised returns. This attracts additional investors. More and more investors need to be attracted into the scheme so that the growing number of investors on top can get paid. The person who runs this scheme typically uses some of the money invested for personal use. Usually this pyramid collapses and most investors not only do not get paid their profits, but also lose their principal investments.

In re Randy, 189 B.R. 425, 437 n.17 (Bankr. N.D. Ill. 1995) (citing *Cunningham v. Brown*, 265 U.S. 1, 44 (1924)); see also *Cuthill v. Greenmark, LLC (In re World Vision Ent., Inc.)*, 275 B.R. 641, 648 (Bankr. M.D. Fla. 2002) (finding that a “textbook Ponzi scheme” existed where the issuance of promissory notes was the debtor’s primary source of funds and the debtor mainly used the funds from those notes to pay interest to previous investors and to pay overhead, salaries, and expenses).

Courts within this circuit have concluded that a Ponzi scheme exists when: (1) deposits were made by investors; (2) the receivership entities conducted little or no legitimate business operations as represented to investors; (3) the purported business operations of the receivership entities produced little or no profits or earnings; and (4) the source of payments to investors was from cash infused by new investors. See *Wiand v. Waxenberg*, 611 F. Supp. 2d 1299, 1312 (M.D. Fla. 2009). A district court is not, however, constrained to a mechanical application of these factors. The label “Ponzi scheme” is broadly applied to diverse circumstances involving “any sort of inherently fraudulent arrangement under which the debtor-transferor must utilize after-acquired

investment funds to pay off previous investors in order to forestall disclosure of the fraud.” *In re Bayou Group, LLC*, 362 B.R. 624, 633 (Bankr. S.D.N.Y. 2007). Therefore, the definition of a Ponzi scheme is broad and flexible. *See id.*; *In re Manhattan Inv. Fund Ltd.*, 397 B.R. 1, 12 (S.D.N.Y. 2007).

A. Propriety of a Ponzi Scheme Determination for the Limited Purpose of Equitable Distribution

Before considering the merits of the Receiver’s current request to determine that CBSG operated as a Ponzi scheme, the Court first addresses the arguments from McElhone, LaForte, Barleta, and the Chehebars,³ all of whom argue the Court has already resolved this issue and reconsideration would be inappropriate. [ECF Nos. 1855, 1889, 1890]. These arguments improperly conflate the Court’s previous Final Judgments against McElhone, LaForte, and Barleta with the Receiver’s current proposal for an equitable plan for distribution of Receivership Assets. Although these opponents to a Ponzi determination are correct that the Court declined to allow CBSG to be characterized as a Ponzi scheme when entering the Final Judgments against Defendants, the context of that decision is important.

When calculating the disgorgement and penalty amounts to be included in the Final Judgments, the Court recognized that the SEC did not include in its operative Complaint allegations that CBSG was operating as a Ponzi scheme. Thus, when Defendants consented to liability and agreed to the entry of final judgments against them, they were not agreeing to the proposition that CBSG was operating as a Ponzi scheme. *See* Trans. of Sept. 14, 2022 Evidentiary Hearing, [ECF No. 1419], at 75:18-25. To be clear, the Court recognizes that Ponzi scheme determinations are ordinarily made—for purposes of equitable distribution—in cases where such

³ The “Chehebars,” include GEMJ Chehebar GRAT, LLC, Albert Chehebar, Isaac Shehebar, Isaac Shehebar 2008 AIJJ Grantor Retained Annuity Trust, Michael Chehebar, Ezra Shehebar, Ezra Chehebar, Ezra Shehebar LLC, Cherie Chehebar, Josef Chehebar, Steven Chehebar, and Joyce Chehebar.

allegations are present at the pleading stage of the litigation.⁴ Here, although the operative Complaint is rife with allegations of violations of federal securities laws, including the antifraud provisions of the Securities and Exchange Act, the words “Ponzi scheme” are not contained in the operative complaint.

But that is of no matter. The Eleventh Circuit has made clear that at this stage of the proceedings, the Court’s mandate is to fashion the most equitable method of distribution. *Elliott*, 953 F.2d at 1566 (noting that the court’s “discretion derives from the inherent powers of an equity court to fashion relief”). Therefore, the absence of Ponzi scheme allegations does not limit a district court sitting in equity from approving a distribution plan specific to the facts of a particular case, “provided [the distribution plan] is ‘fair and reasonable.’” *SEC v. Byers*, 637 F. Supp. 2d 166, 174–75 (S.D.N.Y. 2009) (quoting *SEC v. Wang*, 944 F.2d 80, 88 (2d Cir. 1991)); *see also Official Comm. Of Unsecured Creditors of WorldCom, Inc. v. SEC*, 467 F.3d 73, 81 (2d Cir. 2006) (noting that district courts have broad authority to craft remedies for securities violations); *SEC v. Basic Energy & Affiliated Res., Inc.*, 273 F.3d 657, 668 (6th Cir. 2001) (finding that the “challenged order clearly falls within the broad powers and wide discretion that a district court may utilize in fashioning relief in an equity receivership proceeding”); *SEC v. Forex Asset Mgmt. LLC*, 242 F.3d 325, 331 (5th Cir. 2001) (“In shaping equity decrees the trial court is vested with broad discretionary power.”); *S.E.C. v. Enter. Tr. Co.*, No. 08 C 1260, 2008 WL 4534154, at *3 (N.D. Ill. Oct. 7, 2008), *aff’d*, 559 F.3d 649 (7th Cir. 2009) (“There are no hard rules governing a district court’s decisions in matters like these. The standard is whether a distribution is equitable and fair in the eyes of a reasonable judge.”).

⁴ *See, e.g. S.E.C. v. Champion-Cain*, No. 19-CV-1628-LAB-AHG (S.D. Cal. Aug. 28, 2019); *S.E.C. v. Illarramendi*, No. 3:11CV78 JBA (D. Conn. Mar. 7, 2011); *S.E.C. v. Byers*, No. 08-CIV-7104 (S.D.N.Y. Aug. 11, 2008).

Further, given that the findings and legal conclusion set forth herein are being made for purposes of equitable distribution only, the Court's determination will not disturb the Consents and Final Judgments entered in the previous stage of these proceedings. By applying this limiting principle, the Court seeks to safeguard due process protections for all Defendants in this matter, while simultaneously ensuring the most equitable result for all claimants victimized by the instant fraud.⁵

B. The Receiver's Proposed Distribution Plan is Not Foreclosed by the Doctrines of Collateral Estoppel and Res Judicata

Contrary to Defendant's assertions, neither collateral estoppel nor res judicata prevent the Court from finding the existence of a Ponzi scheme for the limited purpose of equitable distribution. McElhone and LaForte's collateral estoppel arguments fail, given that the question of whether CBSG, in fact, operated as a "Ponzi scheme" was not actively litigated at a prior stage of this case, and certainly not on the part of the Receiver.⁶ *See In re St. Laurent*, 991 F.2d 672, 676 (11th Cir. 1993), *as corrected on reh'g* (June 22, 1993) (holding the elements of collateral estoppel require that "the issue must have been actually litigated in the prior proceeding."). The Receiver did not assert, and was not involved in litigating, the motions for entry of final judgments

⁵ Accordingly, to the extent the Receiver believes it has standing to pursue an amendment to the Final Judgments entered in this matter, *see* Claims Mot. at 47 (arguing that "any disgorgement judgment against the entity may not be reduced by any purported business expenses as there was no legitimate underlying business"), the Receiver shall be foreclosed from doing so based upon the findings in this Order. However, the Court is cognizant that a Ponzi scheme determination *may* "permit the Receiver to pursue clawback claims against older investors who were not only repaid in full the entire amount of their invested principal, but also received substantial 'interest' payments before the appointment of the Receiver (which were compromised of funds from newer investors)." Claims Mot. at 4. But any such clawback request at this juncture would be entirely premature.

⁶ Notably, as Defendants readily admit, upon their request and at the Court's direction, the SEC was ordered to remove the term "Ponzi scheme" from its motion to determine the amount of the final judgments to be entered against Defendants. *See* [ECF No. 1890] at 9 (conceding that "the SEC voluntarily withdrew its unpled Ponzi allegations"); *see also* [ECF No. 1855] at 3 (arguing that the SEC "made clear that it was not alleging a Ponzi scheme, nor was it even seeking damages for Ponzi-Like activities").

against the Defendants. Rather, it was the SEC who was seeking and actively litigating those judgments. Consequently, Defendants cannot establish that “the parties in the two proceedings were identical” and their collateral estoppel argument necessarily fails. *Martinez v. Mkt. Traders Inst., Inc.*, 757 F. App’x 815, 817 (11th Cir. 2018).

Defendants’ res judicata objections are similarly misplaced. Res judicata, or claims preclusion, bars “repetitious suits involving the same cause of action.” *Cnty. State Bank v. Strong*, 651 F.3d 1241, 1263 (11th Cir. 2011). “[A] final judgment forecloses successive litigation of the very same claim, whether or not relitigation of the claim raises the same issues as the earlier suit.” *Andreu v. HP Inc.*, 272 F. Supp. 3d 1329, 1331 (S.D. Fla. 2017). Claims preclusion applies only to claims. *Id.* (contrasting claims preclusion and issue preclusion); *see also In re Justice Oaks II, Ltd.*, 898 F.2d 1544, 1550 (11th Cir. 1990) (identifying that res judicata applies in new suit). The Receiver is not seeking to assert (or reassert) any claims against Defendants, nor is he proposing new litigation against any Defendants. Rather, the Receiver is seeking the Ponzi determination in connection with the Court’s review of the Receiver’s proposed claims treatment and equitable distribution of the Receivership Assets. *See Wang*, 944 F.2d at 81. Accordingly, Defendants’ res judicata argument fails.

In sum, the Receiver has worked diligently to collect assets and has submitted proposed claims determinations that will treat claimants in a fair manner and ensure appropriate and equitable compensation to victims. The Receiver has suggested that the requested Ponzi determination in this case will support the Receiver’s efforts to treat investors equally under his proposed net distribution method and, therefore, ensure a just and reasonable plan of distribution. Claims Mot. at 3–4. The Court agrees with the Receiver that it may consider the Receiver’s request for a determination that CBSG operated as a Ponzi scheme and is not precluded from doing so

based on any of the Court's prior rulings in this case. Thus, the Court proceeds to make its findings of fact regarding the Receiver's requested Ponzi scheme determination.

C. Findings of Fact

1. The Receiver's Report on Operations

The Receiver investigated the operations of CBSG from 2012 through July 27, 2020, when the Receiver assumed control over the company. That investigation is detailed in the Report on Operations ("Report"), [ECF No. 426-1]. The Receiver has concluded that CBSG's revenue from its MCA activity was insufficient to cover expenses, and that CBSG was only able to pay older investors through the receipt of new investor money. Claims Mot. at 45. Since 2012, CBSG had insufficient cash to continue to pay its investors the principal and interest due, while also supporting operational expenses and cash distributions to its owner. Rep. ¶ 16. The Receiver has summarized pertinent findings of his investigation as to the financial viability of CBSG in the Claims Motion. Claims Mot. at 43–45. Among these findings are several key facts relevant to the Ponzi scheme determination:

- CBSG accepted substantial deposits from investors;
- CBSG conducted little to no legitimate business operations as represented to investors;
- CBSG operated at a loss for eight straight years;
- CBSG's business operations produced little to no business profit from 2012 through 2019, with its MCA activity resulting in a net cash deficit of \$301.3 million over this time period;
- CBSG's liabilities far exceeded its assets; and
- CBSG paid existing investors with funds from new investors. *Id.*

2. McElhone and LaForte's Opposition to the Ponzi Determination

Defendants McElhone and LaForte filed a Response to the Claims Motion, [ECF No.

1890], wherein they object to the Receiver's proposed determination that CBSG operated as a Ponzi scheme. They argue that the analysis of their expert, Joel Glick, "thoroughly debunked any suggestion that [CBSG] operated as a Ponzi scheme." [ECF No. 1890] at 13. Mr. Glick performed an analysis of the financial viability of CBSG "based on the flow of funds on an accrual basis." *Id.* The Court acknowledges that, in certain circumstances, the use of an accrual basis may be an appropriate methodology to assess the financial status of a company.

However, Mr. Glick's analysis considered the full receivable amounts under CBSG's MCA deals as profit, without appropriately recognizing that large portions of these receivable balances were unlikely to be collected. A significant amount of the receivable balance, which CBSG (and Mr. Glick's analysis) considered to be "profit," was attributable to CBSG's "reload" practice, where it would advance additional funds to merchants with large, preexisting unpaid balances. Rep. ¶¶ 21–22; Claims Mot., Ex. 27, Declaration of Yale Scott Bogen ("Bogen Decl.") ¶¶ 8, 14. The Receiver's analysis demonstrates that these reloads "served no legitimate business purpose, and simply acted to artificially increase CBSG's outstanding accounts receivable balances." [ECF No. 1933] at 9.

In many instances, no cash changed hands through these reloads. Rep. ¶¶ 21–23. Although CBSG indicated on paper that it was advancing additional funds to the merchant, the company's own funds were immediately used to "pay back" the merchant's existing MCA balance. *Id.* The merchant did not use any of its own money to pay back the existing balance, but CBSG nevertheless recorded a substantial payment from the merchant on its books, as well as a new, larger receivable balance, which CBSG immediately booked as additional profit. *Id.*

Further, Mr. Glick's analysis did not account for the fact that "CBSG failed to record its uncollectable accounts receivable" with respect to the entire MCA portfolio. [ECF No. 1933] at 9; Bogen Decl. ¶¶ 21, 28. Rather, Mr. Glick's analysis assumed that all of CBSG's merchants

would generally pay back their MCA balances in full, based on CBSG's purported default rate of less than one percent. For example, in 2017 and 2018, CBSG reported that it generated a profit of \$29.1 million and \$36.6 million, respectively. Bogen Decl., Ex. A. In the Receiver's analysis, however, he identified \$49,320,784 and \$52,718,137 in reserves for uncollectable accounts that CBSG failed to book in 2017 and 2018, respectively. Bogen Decl. ¶ 20. The Receiver's analysis reflects that, had CBSG properly accounted for reserves under the accrual method, the company would have incurred losses in those years of \$20,207,076 and \$16,084,178, respectively, rather than the profit the company recorded—which Mr. Glick's report relied upon in his conclusion that CBSG was a sustainable business. Bogen Decl., Ex. A.

The McElhone and LaForte response also references the report of David Dunkelberger. [ECF No. 1890-1]. McElhone and LaForte argue that Mr. Dunkelberger "analyzed Glick's expert reports and confirmed that his methodology was sound." [ECF No. 1890] at 13. For the same reasons the Court rejects the opinions of Mr. Glick, the Court also rejects the opinions of Mr. Dunkelberger as insufficient, incomplete, and unreliable.

The Court finds that Mr. Glick's and Mr. Dunkelberger's analyses—and therefore McElhone and LaForte's response to the Claims Motion—all fail to account for the impact of CBSG's reload practice and uncollectible accounts receivable and, therefore, are unreliable. Accordingly, the Court rejects the analysis from Mr. Glick and the report of Mr. Dunkelberger and correspondingly rejects McElhone and LaForte's arguments in opposition to a Ponzi scheme determination.

3. Barleta's Opposition to the Ponzi Determination

Joseph Cole Barleta also filed a response to the Claims Motion, through which he argues that CBSG was not a Ponzi scheme. [ECF No. 1855]. Barleta does not have a pending claim in the Receivership and, therefore, lacks standing to oppose the Claims Motion. Nevertheless, the

Court addresses his arguments, as they are similar to the arguments from McElhone and LaForte. Barleta also relies upon the analyses of Mr. Glick and Mr. Dunkelberger in his argument that CBSG was not a Ponzi scheme. As described above, the Court rejects the analyses from Mr. Glick and Mr. Dunkelberger and, therefore, rejects Barleta's arguments in opposition to a Ponzi scheme determination.

4. The Chehebars' Opposition to the Ponzi Determination

The Chehebars filed a response to the Claims Motion, [ECF No. 1889], through which they also argue that the Court should not entertain the Receiver's request to label CBSG a Ponzi scheme. The Chehebars acknowledge that there are opposing expert opinions before the Court on this issue. [ECF No. 1889] at 4–5. The Receiver's consultants at DSI presented evidence supporting a Ponzi finding, and Mr. Glick and Mr. Dunkelberger, the accountants retained by McElhone and LaForte, oppose such a finding. Notwithstanding these competing expert analyses, the Chehebars argue that the Court should not make a ruling on whether CBSG operated as a Ponzi scheme without first allowing the Chehebars (and, potentially, each of the more than 1,000 other non-parties that submitted claims in this case) to conduct broad discovery into whether CBSG was a Ponzi scheme.

The Court is unaware of, and the Chehebars do not offer, any law that would require a district court to permit a non-party claimant, such as the Chehebars, the ability to conduct full-blown discovery on this issue. The authority the Chehebars rely upon merely provides that a non-party claimant, like the Chehebars, should be afforded an opportunity to "present and argue their facts" with respect to the validity of their own claim. *Elliott*, 953 F.2d at 1565 (explaining claimant in receivership claims process is entitled to present evidence and arguments particular to their disputed claim). The Court has already acknowledged that it will provide the Chehebars with appropriate due process in connection with issues specific to their own claims, such as whether their claims have priority over other claims, and whether the Chehebars should be characterized

as insiders. [ECF No. 1937]. The Court is neither required nor inclined, however, to allow all claimants to conduct wide-ranging discovery into general questions regarding the viability of CBSG's underlying business. Indeed, the Receiver and McElhone/LaForte have provided a sufficient factual record as to the financial practices of CBSG for the Court to evaluate and make findings of fact on this issue.

5. The Court Adopts the Receiver's Findings as to CBSG

While the Court is entitled to use summary proceedings to grant relief in this matter, it has elected to substantively review the evidence brought forth by both the Receiver and Defendants as to the financial practices of CBSG. *See Elliott*, 953 F.2d at 1566 (holding that "it is appropriate for the district court to use summary proceedings" when granting relief). For the reasons set forth above, the Court rejects the arguments advanced in the responses from McElhone, LaForte, Cole, and the Chehebars regarding the Receiver's request to determine that CBSG was a Ponzi scheme. The Receiver's Report on Operations, on the other hand, is well reasoned and factually supported. Accordingly, the Court adopts the Receiver's Report on Operations, as well as the summary the Receiver has provided on pages twenty-four through thirty of the Claims Motion, as the Court's findings of fact regarding the operations of CBSG.

D. Conclusions of Law

A Ponzi scheme is "a phony investment plan in which monies paid by later investors are used to pay artificially high returns to the initial investors, with the goal of attracting more investors." *Silvestri*, 409 F.3d at 1317 n.6. A finding that a Ponzi scheme was perpetrated creates a so-called "Ponzi presumption," by which a court may infer the perpetrator's intention to hinder, delay, or defraud for purposes of voiding transfers. *See Wiand v. Lee*, 753 F.3d 1194, 1203 (11th Cir. 2014). That is because a Ponzi scheme is insolvent. *See, e.g., Scholes v. Lehmann*, 56 F.3d 750, 755 (7th Cir. 1995) (Posner, J.) (remarking that the perpetrator's Ponzi scheme was "insolvent

from the outset”); *In re Independent Clearing House*, 77 B.R. 843, 871 (D. Utah 1987) (“By definition, an enterprise engaged in a Ponzi scheme is insolvent from day one.”); *In re Randy*, 189 B.R. 425, 441 (N.D. Ill. 1995) (“Having been convicted of a Ponzi scheme, Randy was insolvent from its inception as a matter of law.”).

Upon careful review, the Court finds that the record evidence overwhelmingly supports the conclusion that CBSG operated as a Ponzi scheme. The Receiver has established that CBSG operated as a Ponzi scheme from at least as early as 2012, through July 27, 2020, when the Receiver assumed control over the company. In particular, the Receiver has presented the following evidence:

First, CBSG accepted substantial deposits from investors. Between 2012 and 2019, investors provided \$478.6 million in funding to CBSG. Bogen Decl. ¶ 11. While ostensibly characterized as loans, the Court has found these promissory notes to be investments subject to the Securities Act, *see* [ECF No. 1032] at 5, which other courts have similarly relied upon in making a Ponzi determination. *See Cuthill*, 275 B.R. at 648 (finding issuance of promissory notes as primary source of funds was a “textbook Ponzi scheme”).

Second, CBSG conducted little to no *legitimate* business. To be clear, no party, including the Receiver, disputes that CBSG did, in fact, operate a merchant cash advance business, which advanced funds to merchants and engaged in collection activities in an effort to recover on those advances. Bogen Decl. ¶ 45. However, the mere fact that a business engages in some level of commercial activity—even if that activity generates a profit in isolated circumstances—does not preclude this Court from concluding that CBSG operated as a Ponzi scheme. *See Jobin v. McKay (In re M & L Business Mach. Co., Inc.)*, 84 F.3d 1330, 1332 (10th Cir. 1996) (finding Ponzi scheme existed where perpetrator used the company’s legitimate operations as a computer sales and leasing company as a front); *Sender v. Simon*, 84 F.3d 1299, 1302 (10th Cir. 1996) (finding Ponzi scheme

existed in partnership hedge fund where “trading resulted in net profits in a few years,” though “in most years the Hedged Investments operation realized net trading losses.”). As noted by the Seventh Circuit, “[i]t is no answer that some or for that matter all of [the company’s] profit may have come from ‘legitimate’ trades made by the corporations. They were not legitimate. The money used for the trades came from investors gulled by fraudulent representations.” *Scholes v. Lehmann*, 56 F.3d 750, 757 (7th Cir. 1995).

Thus, although there were some legitimate aspects to the business, CBSG’s overall operations were not legitimate. It operated at a loss for eight straight years. Bogen Decl. ¶ 39. During these years it generated only \$4.2 million in net cash from MCA agreements, while also having to pay operating expenses of \$305.5 million. *Id.* ¶¶ 10–11. CBSG concealed its lack of legitimate business activity by misreporting its true financial status. For example, it misrepresented as profits approximately **\$102 million dollars** in uncollectable advance losses in 2018 and 2019. *Id.* ¶¶ 10–11. CBSG declined to account for uncollectable debt, which allowed the company to maintain an artificially high balance of accounts receivable on its merchant cash advances. *Id.* ¶ 40. It also maintained an artificially higher advance balance through its “reload” practice, which served no legitimate business purpose. Declaration of Bradley D. Sharp (“Sharp Decl.”), [ECF No. 426-1], ¶ 44. This reload practice significantly distorted the loss rate calculation by concealing losses as refinances. Sharp Decl. ¶¶ 21–22. Neither practice served a legitimate business purpose. *Id.* Instead, they combined to allow CBSG to deliberately conceal its losses, while artificially inflating the receivable balance on its merchant cash advances. *Id.* CBSG used this artificially higher number to “gull” new investors. *Scholes*, 56 F.3d at 757.

Third, CBSG’s business operations produced little to no business profit. The MCA activity, purportedly the heart of CBSG’s revenue generating business, resulted in a net cash deficit of \$301.3 million between 2012 and 2019. Bogen Decl. ¶¶ 10–11. CBSG’s external auditor

concluded that the business sustained \$8.2 million in losses before income taxes during the year it was engaged. *Id.* ¶ 16. Despite the operating losses in 2017, management subsequently distributed \$14.3 million to Lisa McElhone, further diminishing the company's cash reserves. *Id.* ¶ 18. CBSG's agreements with unworthy counterparties also compromised its ability to generate revenue, profit, and positive cash flow. *Id.* ¶ 20 (adjusting \$49 million in uncollectable advances in 2018 and \$52 million in 2019).

CBSG's liabilities far exceeded its assets. *Id.* ¶ 35. In fact, in 2019 it owed its investors and funding creditors \$26 million *more* than the company's total assets, even while assuming it could collect each MCA agreement—which it could not. *Id.* Stated differently, if CBSG accurately maintained its balance sheet to show uncollectable accounts, it would have reflected that its debts exceeded assets by ***\$128 million dollars***. *Id.* ¶ 38.

Fourth, CBSG paid existing investors with funds from new investors. CBSG did not generate cash sufficient to cover its operating expenditures. *Id.* at ¶ 11. From 2012 through 2019, the company suffered a net cash deficit of \$301.3 million from its operations. *Id.* Without positive cash flow, CBSG could not pay investors with MCA business revenue. *Id.* Thus, it required new investor funds. *Id.* Over this same eight-year period, CBSG obtained \$478.6 million in investments and distributed \$136.5 million to investors. *Id.* It could not pay principal or interest to investors without new investor money. *Id.* As CBSG suffered cash deficits for each year from its MCA business, it could only use new investor money to make payments to investors. *Id.*

For the limited purpose of determining the most equitable distribution method, CBSG satisfies each element of a Ponzi scheme. *See Wiand*, 611 F. Supp. 2d at 1312. It amassed investments and conducted an illegitimate business using fraudulent calculations intended to dupe new investors, while ultimately losing money and covering its losses by paying older investors

with newer investor proceeds. Based on the overwhelming evidence in the record, the Court concludes that CBSG operated as a textbook Ponzi scheme.

II. The Proposed “Net Investment” Methodology is Fair and Reasonable

The Receiver has proposed that claims from investors in this case be calculated on a “net investment” basis, whereby allowed claim amounts are based on investors’ net historical investment loss in CBSG. As part of this proposed methodology, the Receiver has examined the entire investment history of each investor in CBSG, rather than simply the promissory notes that were outstanding at the time the Receiver was appointed. Specifically, the Receiver’s proposed net investment methodology does not consider prior interest payments that investors received—whether on current notes or prior/closed notes—as legitimate returns on investment, given that any interest payments investors may have received were not actual profits generated by CBSG.

Courts have employed this net investment methodology in receiverships both at the claims-calculation stage and as part of proposed plans of distribution. *See, e.g., S.E.C. v. Capital Consultants, LLC*, No. CIV.00-1290-KI, 2002 WL 32502450, at *2–3 (D. Or. Dec. 5, 2002) (concluding that use of “Receiver’s proposed money-in/money-out pro rata approach is an equitable one” and adopting it for purposes of calculating claims); *Illarramendi*, 2013 WL 6385036, at *1 (approving use of “net investment method” at claims administration stage, through which the Receiver calculated “a claimant’s net investment on a consolidated basis, so that if a claimant has multiple accounts, any fictitious profits withdrawn from one account will be subtracted from the claimant’s Allowed Amount in another account”); *Champion-Cain*, 2023 WL 2215955, at *4 (approving claims determinations where approved claims were calculated using a “net loss” or “money-in money-out” (MIMO) method, which looks at all amounts the investor paid into “the scheme,” and subtracting all amounts the investor received back).

Although this methodology is often utilized when the Court has determined that the underlying business operated as a Ponzi scheme, the Receiver has indicated that there does not appear to be any clear authority *requiring* the Court to make a Ponzi scheme determination before utilizing this methodology. Claims Mot. at 50. And, like the Receiver, the Court has not located any specific authority explicitly requiring the Court to make a Ponzi scheme determination before employing the Receiver’s proposed net investment methodology or, conversely, instructing that such a finding is unnecessary. Out of an abundance of caution, however, and because the Receiver has made a proper showing, the Court has concluded that the Receiver has adequately established that CBSG operated as a Ponzi scheme for the limited purpose of determining the most equitable method of distribution.

Early investors in CBSG—whether they cashed out their investment or are still owed principal and filed a claim in the receivership—received significantly more in “interest” payments than more recent investors. As a result, the Receiver argues it would be inequitable to allow older investors to retain those amounts, without accounting for those payments in the claims and distribution process. *See Cunningham*, 265 U.S. at 13; *In re Bernard L. Madoff Inv. Sec. LLC*, 654 F.3d 229, 235 (2d Cir. 2011) (explaining use of net investment method is appropriate to avoid situation where “those claimants who have withdrawn funds from their . . . accounts that exceed their initial investments would receive more favorable treatment by profiting from the principal investments of those claimants who have withdrawn less money than they deposited, yielding an inequitable result”) (citations and quotations omitted). Utilization of the net investment methodology accounts for the inequities that would result if the Court were to simply ignore a claimant’s prior investments and distributions from an investment fraud:

[T]he net investment approach may affect different investors differently, but it does not have an unfair or disproportionate impact on older investors. On the contrary, these [prior investments or

distributions] are properly deemed as coming out of the res of the [receivership] estate and allowing them to be retained free and clear would be at the expense of other investors. Therefore, a net investment approach is appropriate.

S.E.C. v. Credit Bancorp, Ltd., No. 99 CIV. 11395 RWS, 2000 WL 1752979, at *40–41 (S.D.N.Y. Nov. 29, 2000), *aff'd*, 290 F.3d 80 (2d Cir. 2002).

Based on the Court’s determination that CBSG operated as a Ponzi scheme, as well as the well-reasoned arguments advanced by the Receiver, the Court concludes that the proposed application of the net investment methodology, as described in the Claims Motion, is fair, reasonable, and appropriate for calculating the claims of investors in this receivership. Accordingly, the Court approves the Receiver’s proposed net investment methodology, as described in the Claims Motion, and rejects the arguments in the Responses in opposition to the utilization of this claims-calculation formula.

III. The Proposed Claims Determinations are Fair and Reasonable

The following classes of claimants have asserted claims against the Receivership Estate: Defrauded Investors (composed of Direct Investors and Agent Fund Investors); Insider Investors; Employees; Merchants in Litigation; Vendors/Trade Creditors/Tax Claims; Defendants/Insiders; and Professional Claims. The Court has reviewed the Receiver’s recommendations in the Claims Motion as to the proposed treatment of these categories of claims, the Responses in opposition to the Claims Motion from various claimants, and supporting documentation for the disputed claims that are the subject of these Responses. Based on the Court’s review of these materials, the Court makes the following findings of fact with respect to the Receiver’s proposed claims determinations.

A. Defrauded Investors

The Receiver has calculated the “net investment” amount for each defrauded investor,

which accounts for all cash an investor paid into CBSG, minus all cash the investor received from CBSG (regardless of whether it was characterized as the payment of interest, the return of principal, or otherwise, and regardless of whether the returns were on a current or prior note). Several investors filed objections and Responses to the Claims Motion. A spreadsheet detailing the Receiver's proposed determinations and treatment of Defrauded Investor claims is attached as **Exhibit 1**.⁷

In addition, certain investors utilized self-directed individual retirement accounts maintained with a third-party administrator, CamaPlan, to make their investments. Because the CamaPlan administrator is the custodian of these accounts, for the benefit of the individual accountholders, and CamaPlan will receive any distributions for these individual investors, the Receiver determined it would be appropriate for CamaPlan to submit claims on behalf of its accountholders. To that end, the Receiver agreed to a process whereby CamaPlan submitted a "bulk claim" for all individual accountholders who authorized CamaPlan to submit a claim on their behalf. A spreadsheet detailing the Receiver's proposed determinations and treatment of the CamaPlan bulk claim for investors who invested through a CamaPlan individual retirement account is attached as **Exhibit 2**. One of the proposed determinations on Exhibit 2 has been revised from the initial determinations the Receiver included with his original Claims Motion to account for updated claims information the Receiver obtained for investors in the Retirement Evolution funds. [ECF No. 1875].

⁷ If a Defrauded Investor's claim number is not listed on Exhibit 1, that is because the claim has been rejected or denied due to, among other things, the claimant's status as an investor in a non-Receivership Entity Agent Fund; the investor was a "net winner" under the Receiver's net investment calculation; or the records of the Receivership Entities do not list that investor as an investor in one of the Receivership Entities. Moreover, certain proposed determinations on Exhibit 1 have been revised from the initial determinations the Receiver included with his original Claims Motion to account for the updated claims information the Receiver obtained for investors in the Retirement Evolution funds. [ECF No. 1875].

Moreover, as explained by the Receiver, Claims Mot. at 11–15, certain claims of Defrauded Investors were submitted by the managers of Agent Funds that are not Receivership Entities. Because the Agent Funds, and not the individual investors in these funds, are the payees/obligees on the promissory notes from CBSG, the Agent Funds, and not the individual investors in these funds, are the proper claimants in this receivership. The Court acknowledges that, notwithstanding the Receiver’s proposed claims treatment for these Agent Funds, there are a variety of reasons why the Receiver may seek to make any distributions due to an Agent Fund directly to the retail investors in that fund. Those distribution determinations are not addressed in this Order; rather, these issues should be addressed by the Receiver in his forthcoming motion to establish a plan of distribution and to authorize an initial distribution. Thus, for purposes of the Claims Motion, the Court finds that the Receiver has appropriately rejected the claims of the individual investors in Agent Funds that are not Receivership Entities, and that the proposed treatment of the Agent Funds’ claims is reasonable and well supported.

Several Defrauded Investors submitted objections to the Receiver’s notices of determination, and also filed Responses to the Claims Motion. As described above, the Court approves the Receiver’s utilization of the “net investment” methodology and, therefore, any objections or responses pertaining to the Receiver’s use of this methodology are rejected and **OVERRRULED**. Additionally, the Receiver adequately supported his claims calculations utilizing the net investment methodology and, therefore, any objections and responses based on disagreements with the Receiver’s calculations are also rejected and **OVERRRULED**.

Further, several investors have asserted additional objections in their Responses to the Claims Motion related to account maintenance fees charged by CamaPlan; future decisions regarding distributions from the life settlements that the “Multi-Strategy Funds” own; and how certain other assets within the Receivership Estate should be distributed to claimants. The Court

has carefully reviewed these additional objections, the Receiver's proposed claim calculations, the arguments and factual information contained within the Defrauded Investors' Responses, and the detailed claims files, notices of determination, and objections to the Receiver's determinations. Based on this review, the Court determines that the Defrauded Investors' objections to the Claims Motion are **OVERRULED**.⁸

Additionally, the Court finds that the Receiver's claims calculations are well supported and consistent with the proposed net investment methodology. Accordingly, the Court finds by a preponderance of the evidence, based on a careful review of the record, that the Receiver's claims determinations for Defrauded Investors, as detailed in Exhibit 1 and Exhibit 2, are reasonable and, therefore, these claims determinations are **APPROVED**.

B. Insider Investors

The Receiver received claims from several parties that he has characterized as "Insider Investors." A chart reflecting the Receiver's proposed treatment of these Insider Investors' claims is attached as **Exhibit 3**. The Receiver's recommendations and the Court's findings with respect to these claims is described more fully below.

1. The Chehebars

The Chehebars have submitted claims in the receivership, through which they seek to recover the full amount of outstanding principal and interest on the promissory notes they received from CBSG. The Chehebars also argue that, by virtue of their recording various UCC-1 financing statements, they have priority claims over the assets of CBSG and, therefore, their claims should be paid first, and in full, before the claims of any other claimants.

⁸ With respect to investors' objections that involve distribution questions, such as how particular assets that are arguably traceable to certain sub-classes of investors should be distributed, the Court overrules those objections at this time, given that such issues will be addressed at a later stage of the case, in connection with a motion to approve a distribution plan.

The Receiver has indicated that he disputes the Chehebars' priority status. The Receiver has also indicated that the Chehebars are not similarly situated to other investors, did not invest in CBSG through the same offering that was the subject of the SEC's claims in this case, and, for other reasons, should be characterized as "insiders." Claims Mot. at 16–17. The Chehebars filed a response to the Claims Motion. [ECF No. 1889]. In their response, the Chehebars oppose the Receiver's arguments on lien priority and the potential insider designation.

Notwithstanding these disputes, the Receiver has suggested that the question of whether the Chehebars are entitled to priority status on their claims is a matter the Court should consider during the next phase of this case, as part of the Receiver's motion to approve a plan of distribution of the assets of the Receivership Estate. The Court is directing the Receiver to file a motion to approve a plan of distribution as soon as practicable after the Court rules on the Claims Motion. In addition, the Receiver has requested the Court to defer ruling on whether the Chehebars are "insiders," as well as any determination concerning the potential impact of an insider designation on the validity or priority of the Chehebars' claims.

As a result, the Receiver has requested that the Court approve the Receiver's proposed claims treatment for the Chehebars' claims, utilizing the net investment methodology described herein, and defer ruling on the remaining issues of the purported lien priority and insider status. The Court agrees with the Receiver's recommendation and defers ruling at this time on the lien priority issue and the question of whether the Chehebars are "insiders" and, if so, the impact of that determination on the Chehebars' claims.

The Chehebars have also submitted certain computational objections to the Receiver's claims calculations. [ECF No. 1889] at 18–19. The Receiver replied to these computational objections. [ECF No. 1934] at 15. The Receiver agrees with the Chehebars concerning one of these computational objections (Claim 477), but otherwise rejects the Chehebars' computational

objections and has sufficiently explained the basis for his calculations regarding the other disputed claims.

The Court finds that the Receiver's claims calculations for the Chehebars are well supported and consistent with the proposed net investment methodology. Accordingly, the objections advanced by the Chehebars in their response to the Claims Motion on the following issues are **OVERRULED**: Ponzi scheme determination; utilization of the net investment methodology; and, with the exception of Claim 477, their computational objections. The Chehebars' objections regarding their purported priority lien status and whether they should be designated as insiders (and, if so, what impact that has on their claims), are **DEFERRED**. In sum, the Court finds by a preponderance of the evidence, based on a careful review of the record, that the Receiver's claims determinations for the Chehebars are reasonable and, therefore, these claims determinations are **APPROVED**. To be clear, the Court's findings with respect to the Chehebars' claims are without prejudice to the Chehebars' ability to advance their additional arguments—regarding the purported priority status of their claims and the insider designation—in response to the Receiver's forthcoming motion to establish a distribution plan.

2. MHL Union Alliance LLC

MHL Union Alliance LLC ("MHL Union") submitted two claims, suggesting it was assigned the right to recover against CBSG for investments in the company totaling in excess of \$75 million. The Receiver rejected these claims because, among other reasons, the principal of the claimant, Anthony Zingarelli, worked closely with LaForte at CBSG and has been described as LaForte's "right hand." Claims Mot. at 17; Reply at 12. Mr. Zingarelli had substantial knowledge of and participated in the fraudulent business of CBSG. In addition, Mr. Zingarelli, through other entities in which he had an ownership or management interest, is in default under several agreements with the Receivership Entities and owes substantial funds to the Receivership

Estate. [ECF No. 1843] at 17. The Receiver also rejected these claims on the basis that MHL Union has failed to provide sufficient evidence that it entered into *legitimate* agreements to purchase or acquire the notes payable from CBSG that form the basis for its claims. *Id.*

MHL Union submitted a Response to the Receiver’s Claims Motion, asserting two primary objections. [ECF No. 1860]. First, MHL argues that it provided adequate documentary support for its claims. As the Receiver appropriately explained, however, MHL Union never provided the Receiver with information concerning the payment terms under which it purportedly acquired these notes, nor any bank records or other objective documentary evidence indicating that such payments were actually made under this agreement. [ECF No. 1933].

Second, MHL Union argues that the Receiver failed to prove that Mr. Zingarelli was a “corporate insider” or the functional “right hand” of LaForte. In his reply, [ECF No. 1860], the Receiver has provided ample evidence supporting the designation of Mr. Zingarelli as an insider, and, in turn, MHL Union, as an insider investor. The Court thus finds that the Receiver’s claims determinations for MHL Union are well supported. Therefore, the objections MHL Union has advanced in response to the Claims Motion are **OVERRULED**. Accordingly, the Court finds by a preponderance of the evidence, based on a careful review of the record, that the Receiver’s claims determinations for MHL Union are reasonable and, therefore, these claims determinations are **APPROVED**.

C. Employees

Several sales agents and other employees of the Receivership Entities submitted claims for unpaid wages, commissions, or other similar items of unpaid compensation relating to services they provided to the Receivership Entities prior to the appointment of the Receiver. A chart reflecting the Receiver’s proposed treatment of the Employees’ claims is attached as **Exhibit 4**.

The Receiver has recommended allowance of employee claims at amounts that could be verified by the records of the Receivership Entities, which resulted in the downward adjustment of certain employee claims. In addition, the Receiver has recommended the rejection of a claim for commissions that a sales agent, Michael Tierney, is seeking to recover from Abetterfinancialplan.com related to his efforts in sales of the “Atrium” investment funds, which invested in a litigation funding company and are not a part of this receivership.

Mr. Tierney is the only employee who filed a response to the Claims Motion. [ECF No. 1869]. Mr. Tierney did not provide any documentary proof or other information to support his objection. The Receiver, on the other hand, explained that he could not identify any records within the files of the Receivership Entities reflecting that any of the current funds within the Receivership Estate are attributable to the Atrium investments. In addition, Mr. Tierney has not submitted any documentation supporting the \$36,000 in commissions he claims to be owed, much less any documents from Abetterfinancialplan.com reflecting an agreement to pay him those amounts. [ECF No. 1930].

Moreover, the Receiver explained that Mr. Tierney was an agent fund manager for Merchant Services Income Fund, LLC. The SEC is currently suing Mr. Tierney and his agent fund for violations of the securities laws, based on allegations similar to those asserted against Dean Vagnozzi and other agent fund managers in this case. Thus, the Receiver has provided sufficient evidence that Mr. Tierney is an “insider.” Courts regularly approve the denial of claims in receiverships that are made by insiders to a fraudulent investment scheme, even if the insider claims not to have known about the underlying fraud. *See, e.g., S.E.C. v. Pension Fund of Am. L.C.*, 377 F. App’x 957, 963 (11th Cir. 2001) (upholding plan that excluded sales agent who received commissions for recruiting investors although he had no knowledge that the investment fund was fraudulent); *S.E.C. v. Merrill Scott & Assocs., Ltd.*, No. 2:02-cv-39, 2006 WL 3813320,

at *11 (D. Utah Dec. 26, 2006) (approving exclusion of claimant who claimed to have no knowledge of the fraudulent nature of investment scheme because he was “more intimately involved with [the receivership entity] than the vast majority of clients and his activities extended to marketing and solicitation on [the receivership entities’] behalf”).

As the Receiver adequately explained in his reply to Mr. Tierney’s response to the Claims Motion, there is sufficient evidence that Mr. Tierney was involved in wrongdoing in connection with his actions of raising funds for CBSG. But, even if that were not the case, there would be a sufficient basis for rejecting his claim based on his status as a sales agent and, thus, an insider, as well as his failure to produce sufficient evidence in support of his claimed entitlement to any commissions.

Thus, the Court finds that the Receiver’s claims determinations for Employees are well supported. The objections Mr. Tierney advanced in his response to the Claims Motion are **OVERRULED**. Accordingly, the Court finds by a preponderance of the evidence, based on a careful review of the record, that the Receiver’s claims determinations for Employees are reasonable and, therefore, these claims determinations are **APPROVED**.

D. Merchants in Litigation

Several merchants that received funding through merchant cash advance agreements from CBSG and other Receivership Entities were involved in pending litigation with the Receivership Entities prior to the appointment of the Receiver. Certain of these merchants have filed claims in the receivership against the Receivership Entities. A chart reflecting the Receiver’s proposed treatment of these merchants’ claims is attached as **Exhibit 5**.

1. Merchants Alleging Usury or Other Improper Business Practices

With respect to merchants who filed lawsuits against CBSG or other Receivership Entities prior to the appointment of the Receiver, the Receiver has denied those claims, which seek

damages to these merchants' businesses, claiming that the merchant cash advances were usurious loans or otherwise uncollectible. In the Claims Motion, the Receiver initially recommended that the Court defer ruling on the objections from these merchants, given that the merchants were engaged in settlement discussions with the Receiver. Nevertheless, these merchants filed a twenty-page response to the Claims Motion, arguing why their claims have merit and that they should be permitted to pursue their claims in other jurisdictions, outside of the instant claims process. [ECF No. 1887]. The Receiver filed a reply to the merchants' response, explaining why the merchants' claims are without merit and that the merchants, based on their submission of claims in the receivership, consented to resolution of all claims against the Receivership Entities through this claims process. [ECF No. 1929]. Because these merchants urge the Court to rule on their objections to the Receiver's Claims Motion, and the Receiver and merchants have adequately presented facts and evidence in support of their respective positions, the Court will accept the merchants' invitation and rule on these claims and objections.

The Court has carefully reviewed the Receiver's proposed claim determinations for these merchants, the arguments and factual information contained within the merchants' Responses to the Claims Motion, and the detailed claims files, notices of determination, and objections to the Receiver's determinations for those disputed claims that are the subject of the merchants' Responses. Based on this review, the Court determines that the merchants' objections to the Claims Motion are **OVERRULED**. Additionally, the Court finds that the Receiver's claims determinations for these merchants are well supported and reasonable. Accordingly, the Court finds by a preponderance of the evidence, based on a careful review of the record, that the Receiver's ultimate rejection of the merchants' claims is reasonable. Therefore, the Receiver's claims determinations as to the merchants' claims are **APPROVED**.

2. Merchants in Bankruptcy

Other merchants, who were in bankruptcy proceedings prior to the appointment of the Receiver, submitted claims based on payments they made to CBSG or other Receivership Entities prior to their bankruptcy filings, which they claim to be preferential or fraudulent transfers. Although the Receiver denied liability as to these merchants asserting preferential or fraudulent transfer claims, the Receiver did not dispute, and therefore allowed, those claims for the purpose of the Claims Motion. The Receiver further explained, however, that the Claims Motion does not address the priority of these claims, which will be included as part of the Receiver's motion to approve a distribution plan.

Another merchant claim was submitted by Michael Wheatley, the trustee of the Brad Law Bankruptcy Estate. As explained in his response to the Claims Motion, the trustee seeks to recover damages related to a property that was the subject of a lien from Fast Advance Funding, one of the Receivership Entities. [ECF No. 1896]. The trustee voluntarily abandoned the property, but nevertheless seeks damages from the Receivership Estate based on the value of this abandoned property, in addition to legal fees. The Receiver recommends rejection of this claim because the trustee did not timely provide any evidence of his purported damages; the trustee abandoned the property and lacks standing to seek damages related to the abandoned property; the damages are unsupported and were caused by the trustee's own conduct; and the purported legal fees are unreasonable and, in any event, not properly recoverable as part of this claims process. [ECF No. 1931].

The Court has carefully reviewed the Receiver's proposed claim calculations for these merchants in bankruptcy, the arguments and factual information contained within Trustee Michael Wheatley's response to the Claims Motion, and the detailed claims file, notice of determination, and objections to the Receiver's determination as to the disputed claim of Trustee Michael

Wheatley. Based on this review, the Court determines that Trustee Michael Wheatley's objections to the Claims Motion are **OVERRULED**. Additionally, the Court finds that the Receiver's claims determinations for these merchants in bankruptcy are well supported and reasonable. Accordingly, the Court finds by a preponderance of the evidence, based on a careful review of the record, that the Receiver's claims determinations for these merchants in bankruptcy are reasonable and, therefore, these claims determinations are **APPROVED**.

E. Vendors / Trade Creditors / Tax Claims

Several businesses and other entities that provided goods and services to the Receivership Entities prior to the appointment of the Receiver submitted claims for unpaid amounts. In addition, American Express submitted several claims for unpaid charges on credit cards that CBSG's owners, officers, and employees used prior to the appointment of the Receiver, and the State of Florida-Department of Revenue submitted a claim against CBSG for unpaid taxes for periods preceding the appointment of the Receiver.

A chart reflecting the Receiver's proposed treatment of these Vendors, Trade Creditors, and Tax Claims is attached as **Exhibit 6**. None of the Vendors, Trade Creditors, and Tax Claims submitted an objection to the Receiver's notices of determination, or responses to the Claims Motion. Accordingly, the only evidence before the Court on these claims is the Receiver's Claims Motion. The Court finds that the Receiver's claims determinations for these claimants are well supported. Accordingly, the Court finds by a preponderance of the evidence, based on a careful review of the record, that the Receiver's claims determinations for these claimants are reasonable and, therefore, these claims determinations are **APPROVED**.

F. Defendants / Insiders

Several of the Defendants and related insider parties submitted claims to the receivership. A chart reflecting the Receiver's proposed treatment of the Defendants/Insiders' claims is attached as **Exhibit 7**.

For example, Defendant Lisa McElhone submitted claims against several entities she claims an ownership interest in that are Receivership Entities (LME 2017 Family Trust, CBSG, Full Spectrum Processing, Fast Advance Funding, Contract Financing Solutions, Recruiting and Marketing Resources, Heritage Business Consulting, and Eagle Six Consulting). Additionally, Joseph LaForte submitted a claim for commission payments he claims to be entitled to for his work for Recruiting and Marketing Resources. The Receiver recommends the rejection of each of these claims due to, among other reasons, the Defendants' involvement and fraudulent conduct in the underlying case, which was not contested.

McElhone and LaForte filed a response to the Claims Motion, through which they argue that the Receiver's denial of these claims is "unreasonable." [ECF No. 1890] at 15. The Court disagrees. Courts uniformly approve receivers' denials of insider claims. *See, e.g., Byers*, 637 F. Supp. 2d at 184 (approving distribution plan that excluded "those involved in the fraudulent scheme" and describing the plan as "eminently reasonable and [] supported by caselaw"); *Basic Energy & Affiliated Res., Inc.*, 273 F.3d at 660–61, 667 (upholding distribution plan that reduced the recovery for any investor who received a commission for referring additional investors); *Pension Fund of Am. L.C.*, 377 F. App'x at 963 (upholding distribution plan that excluded a sales agent who received commissions for recruiting investors when the agent had no knowledge the pension fund was a fraudulent investment scheme). Arguments from McElhone and LaForte that they are not "insiders" to the operation of CBSG are not well taken. The Court finds that the Receiver's denial of these claims is well supported.

Defendant John Gissas submitted three claims—a claim for the legal fees he paid to his lawyers at Holland & Knight LLP in connection with this litigation; a claim for all expenses he incurred in connection with raising funds for his agent funds between 2018 and 2020; and a general claim in the amount of \$8,000,000 for “damages for both [himself] and [his] victimized clients.” The Receiver recommended rejection of each of these claims due to Gissas’ involvement and fraudulent conduct in the underlying case, which was not contested. Although Gissas submitted an objection to the Receiver’s notice of determination, he did not file a response to the Claims Motion. The Court finds that the Receiver’s denial of Gissas’ claims is well supported.

The Receiver also received a claim from Capital Source 2000 Inc. (“CS2000”). The Receiver recommended that CS2000’s claim be approved at the amount of \$8,130,039.00, but reserved the right, as part of the distribution process or otherwise, to challenge CS2000’s ability to receive a distribution in this case due to, among other things, its knowledge of and participation in the fraudulent conduct at issue in the underlying case. CS2000 did not file an objection to the Receiver’s notice of determination, and did not file a response to the Claims Motion. The Court finds that the Receiver’s proposed treatment of CS2000’s claim is well supported.

The Court has carefully reviewed the Receiver’s proposed treatment of the claims from the Defendants and related insider parties, the arguments and factual information contained within McElhone and LaForte’s response to the Claims Motion, and the detailed claims files, notices of determination, and objections to the Receiver’s determinations for the claims of McElhone and LaForte. Based on this review, the Court determines that McElhone and LaForte’s objections to the Claims Motion are **OVERRULED**. Additionally, the Court finds that the Receiver’s claims determinations for these Defendants and related insider parties are well supported and reasonable. Accordingly, the Court finds by a preponderance of the evidence, based on a careful review of the

record, that the Receiver's claims determinations for these Defendants and related insider parties are reasonable and, therefore, these claims determinations are **APPROVED**.

G. Professional Claims

The Receiver and his attorneys and consultants have provided services for the benefit of the Receivership Estate following the appointment of the Receiver. It is therefore **ORDERED** that the Receiver shall continue to submit quarterly applications to the Court for payment of these fees and reimbursement of related expenses and, in accordance with the Court's Orders, satisfy these Professional Claims in the ordinary course.

CONCLUSION

Based on the foregoing findings of fact, conclusions of law, and other rulings contained herein, it is hereby **ORDERED AND ADJUDGED** that the Receiver's Claims Motion, [ECF No. 1843], is **GRANTED** as follows:

1. All objections to the Receiver's Claims Motion that have not been withdrawn, waived, settled, or expressly reserved pursuant to the terms of this Order are **OVERRULED**.
2. The Receiver is hereby **DIRECTED** to prepare and file a motion to approve a distribution plan and to seek authorization for an initial distribution ("Distribution Motion").
3. Each claimant is **DIRECTED** to cooperate and supply such information and documentation as is requested by the Receiver and his professionals in preparing the Distribution Motion.
4. Exclusive jurisdiction is **RETAINED** by the Court over all issues, as described in the Claims Motion and in connection with the anticipated Distribution Motion.
5. A status conference is hereby **SCHEDULED** for **Friday, July 12, 2024 at 3:00 P.M.** via Zoom, during which the Receiver shall provide an update on the status of and anticipated filing date for the Distribution Motion, and other pending issues related to the Claims Motion and

anticipated initial distribution. The Zoom conference can be accessed at <https://www.zoomgov.com/j/1604444152?pwd=SmVKTGVNcDNCL205WiswMlFud0V0QT09>.

6. This Order is **DEEMED** binding in all respects on all creditors and interest holders of the Receivership Entities and their successors and assigns.

DONE AND ORDERED in Miami, Florida, this 26th day of June, 2024.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Exhibit “1”

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
2	Redacted	280,000.00
3	Redacted	789,550.00
6	Redacted	99,433.34
7	Redacted	164,500.00
10	Redacted	187,099.97
12	Redacted	22,287.50
13	Redacted	244,406.66
14	Redacted	97,766.68
16	Redacted	474,280.00
19	Redacted	94,200.04
21	Redacted	48,416.65
26	Redacted	92,751.63
28	Redacted	253,066.66
29	Redacted	245,266.66
30	Redacted	203,043.39
31	Redacted	108,583.36
37	MK ONE INCOME	1,129,388.68
38	Redacted	138,534.93
39	Redacted	113,300.00
41	Redacted	169,900.00
43	Redacted	196,966.66
46	Redacted	70,125.00
47	Redacted	164,527.67
48	Redacted	158,300.00
49	Redacted	98,700.00
50	Redacted	18,390.64
55	Redacted	92,851.63
60	Redacted	873,333.34
61	Redacted	92,751.63
62	Redacted	236,776.66
63	Redacted	594,666.66
64	Redacted	136,088.31
65	Redacted	38,864.89
67	Redacted	41,566.65
68	Redacted	82,363.83
70	Redacted	102,949.97
72	Redacted	123,716.69
75	Redacted	227,746.67
77	Redacted	91,909.96
78	Redacted	37,866.66
80	Redacted	94,333.36
81	Redacted	157,500.00

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
82	Redacted	195,433.32
83	Redacted	486,070.00
84	Redacted	92,009.96
85	Redacted	28,000.00
86	Redacted	47,999.98
88	Redacted	99,333.34
89	Redacted	46,666.66
90	Redacted	98,600.01
91	Redacted	23,999.99
92	Redacted	145,760.00
93	Redacted	143,246.00
96	Redacted	97,173.00
97	Redacted	250,000.00
98-1	Redacted	63,900.00
98-2	Redacted	133,125.00
99	Redacted	175,333.33
100	Redacted	192,501.00
102	Redacted	91,168.29
105	Redacted	295,000.00
107	Redacted	138,438.67
108	Redacted	65,000.00
109	Redacted	65,000.00
111	Redacted	461,462.24
113	Redacted	304,706.06
114	Redacted	150,150.00
115	Redacted	235,100.00
116	Redacted	182,099.96
117	Redacted	23,876.63
119	Redacted	114,300.00
120	Redacted	233,750.03
124	Redacted	146,500.00
125	Redacted	40,916.59
129	Redacted	249,326.66
130	Redacted	297,333.35
132	Redacted	24,373.34
133	Redacted	89,433.38
135	Redacted	46,766.69
136	Redacted	132,350.00
137	Redacted	468,435.00
140	Redacted	114,200.00
141	Redacted	138,438.67
148	Redacted	27,400.00

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
150	Redacted	93,833.34
151	Redacted	369,324.97
152	Redacted	1,472,500.00
153	Redacted	139,100.00
154	Redacted	158,666.66
155	Redacted	91,909.96
156	Redacted	57,584.67
157	Redacted	258,000.00
161	Redacted	315,583.29
162	Redacted	290,725.07
163	Redacted	196,999.99
164	Redacted	71,375.00
165	Redacted	99,333.34
166	Redacted	138,438.67
167	Redacted	89,000.00
168	Redacted	97,173.00
172	Redacted	167,000.00
173	Redacted	91,624.99
174	Redacted	46,833.33
177	Redacted	97,666.68
179	Redacted	244,306.66
180	Redacted	97,173.00
181	Redacted	175,266.60
182	Redacted	100,326.66
183	Redacted	94,775.00
184	Redacted	63,977.51
185	Redacted	92,009.96
186	Redacted	23,499.97
187	Redacted	190,333.31
188	Redacted	77,363.36
189	Redacted	112,320.00
190	Redacted	56,800.00
191	Redacted	94,750.00
192	Redacted	83,133.33
193	Redacted	94,775.00
194	Redacted	46,678.21
198	Redacted	47,000.00
199	Redacted	81,594.33
201	Redacted	208,948.93
202	Redacted	47,683.31
203	Redacted	30,772.50
204	Redacted	46,625.00

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
205	Redacted	250,000.00
206	Redacted	240,956.00
207	Redacted	38,898.86
208	Redacted	268,300.00
209	Redacted	373,234.51
211	Redacted	18,800.03
212	Redacted	561,000.00
213	Redacted	424,447.73
215	Redacted	154,733.35
216	Redacted	46,766.66
217	Redacted	142,136.63
219	Redacted	46,433.36
220	Redacted	94,433.36
221	Redacted	462,590.00
223	Redacted	186,000.00
224	Redacted	47,683.31
225	Redacted	118,016.64
227	Redacted	44,666.24
230	Redacted	63,600.00
232	Redacted	249,326.66
233	Redacted	224,200.00
234	Redacted	97,355.52
236	Redacted	138,438.67
237	Redacted	87,693.30
239	Redacted	95,166.69
240	Redacted	184,584.90
241	Redacted	97,801.65
242	Redacted	96,218.31
243	Redacted	97,173.00
244	Redacted	50,000.00
245	Redacted	98,500.01
246	Redacted	50,000.00
247	Redacted	80,000.00
250	Redacted	98,500.01
251	Redacted	51,851.37
252	Redacted	77,333.34
253	Redacted	91,068.29
254	Redacted	97,559.96
256	Redacted	9,199.96
257	Redacted	180,333.29
259	Redacted	252,651.00
260	Redacted	93,693.30

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
262	Redacted	44,999.57
263	Redacted	200,666.66
265	Redacted	65,000.00
266	Redacted	192,000.00
267	Redacted	60,000.00
274	Redacted	23,833.31
275	Redacted	94,433.36
276	Redacted	97,173.00
277	Redacted	278,833.33
278	Merchant Growth & Income Funding LLC	452,500.06
283	Redacted	97,666.68
285	Redacted	16,924.00
286	Redacted	7,771.42
287	Redacted	13,334.41
288-1	Redacted	94,750.00
288-2	Redacted	154,787.50
289	Redacted	428,050.00
290	Redacted	385,700.00
291	Redacted	350,400.00
292	Redacted	21,600.00
296	Redacted	236,776.66
298	Redacted	143,000.01
299	Redacted	170,488.30
301	Redacted	18,466.59
303	Redacted	93,693.30
305	Redacted	220,000.00
306	Redacted	95,166.69
307	Redacted	9,399.97
308	Redacted	126,900.00
310	Redacted	380,880.00
311	Redacted	1,427,716.66
312	Redacted	661,666.66
316	Redacted	301,060.94
317	Redacted	83,133.33
318	Redacted	99,333.34
322	Redacted	29,166.52
324	Redacted	124,550.00
327	Redacted	43,645.47
329-1	Redacted	38,399.98
329-2	Redacted	18,317.44
330	Redacted	378,675.00

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
331	Redacted	46,250.00
332	Redacted	86,117.40
333	BLUE STREAM INCOME FUND	1,546,436.51
335	Redacted	94,434.97
336	Redacted	91,168.29
338	Redacted	147,750.00
339	Redacted	147,750.00
340	Redacted	95,276.64
344	Redacted	59,600.00
345	Redacted	439,230.84
347	Redacted	145,760.00
348	Redacted	42,501.65
349	Redacted	157,550.00
353	Redacted	92,292.44
358	Redacted	352,706.20
361	Redacted	97,250.00
362	Redacted	138,530.97
363	Redacted	91,099.29
373	Redacted	81,494.33
375	Redacted	246,816.66
378	Redacted	244,773.34
379	Redacted	141,600.00
380	Redacted	97,173.00
381	Redacted	94,433.36
383	Redacted	84,902.96
384	Redacted	94,666.65
386	Redacted	15,624.87
388	Redacted	249,326.66
391	Redacted	118,016.64
392	Redacted	38,266.65
394	Redacted	72,880.00
395	Redacted	98,500.01
397	PISCES INCOME FUND LLC & PISCES INCOME FUND PARALLEL	13,906,439.30
398	Redacted	38,066.69
400	Redacted	700,000.01
402	Redacted	593,999.96
407	Redacted	25,440.04
408	Redacted	94,433.36
411	Redacted	47,416.66
415	Redacted	276,877.34
416	Redacted	203,735.82

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
424	Redacted	180,733.36
425	Redacted	137,541.68
427	Redacted	92,292.44
429	SHERPA I INCOME FUND	8,229,719.88
430	Redacted	46,146.23
431	Redacted	200,000.00
433	Redacted	159,820.00
434	Redacted	147,667.92
436	Redacted	50,000.00
437	Redacted	49,333.34
438	Redacted	49,333.34
441	Redacted	48,833.32
443	Redacted	92,292.44
447	Redacted	491,915.00
449	Redacted	207,658.01
450	Redacted	10,969.18
454	MCA CAROLINA INCOME FUND LLC	185,833.35
455	Redacted	268,500.00
457	SPARTAN INCOME FUND & SPARTAN INCOME FUND PARALLEL	3,609,996.07
461	Redacted	81,594.33
462	LWM INCOME FUND 2 LLC	636,000.00
463	LWM EQUITY FUND LP	540,506.75
464	LWM INCOME FUND PARALLEL LLC	3,711,568.47
466	Redacted	99,333.34
467	Redacted	79,050.00
468	Redacted	9,266.63
470	MARINER MCA INCOME FUND LLC	2,374,695.72
471	Redacted	116,103.31
472	Redacted	858,333.26
474	Redacted	193,749.90
479	MERCHANT FACTORING INCOME FUND	768,016.68
481	Redacted	241,666.66
485	MID-ATLANTIC MCA FUND LLC	3,632,473.34
486-1	Redacted	76,943.62
486-2	Redacted	20,000.00
487	Redacted	56,800.00

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
490	Redacted	83,133.33
491	Redacted	187,215.00
493	Redacted	115,855.92
498	Redacted	14,784.03
503	Redacted	61,250.10
504	Redacted	432,165.67
505	Redacted	97,173.00
506	Redacted	99,050.00
508	Redacted	75,000.00
509	Redacted	75,000.00
510	Redacted	50,000.00
513	Redacted	61,220.82
515	Redacted	23,166.63
517	Redacted	9,399.98
518	Redacted	97,173.00
519	Redacted	83,133.33
520	Redacted	138,438.67
521	Redacted	62,072.95
522	Redacted	93,693.30
527	Redacted	117,262.38
531	Redacted	44,375.00
533	Redacted	33,041.67
534	Redacted	26,100.00
535	Redacted	189,120.86
536	Redacted	19,200.02
537	Redacted	369,169.80
545	Redacted	200,000.00
547	Redacted	93,693.30
548	Redacted	63,733.33
20000	Redacted	46,666.70
20001	Redacted	485,970.00
20006	Redacted	278,100.00
20007	Redacted	46,500.00
20015	Redacted	172,774.58
20019	Redacted	86,117.41
20020	Redacted	162,500.00
20025	Redacted	137,750.00
20028	Redacted	92,292.44
20041	Redacted	97,666.68
20042	Redacted	676,350.00
20044	Redacted	97,666.68
20045	Redacted	97,766.68

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
20048	Redacted	454,999.96
20052-1	Redacted	33,199.95
20052-2	Redacted	2,025.41
20057	Redacted	90,166.71
20060	Redacted	91,666.70
20062	Redacted	192,084.97
20065	Redacted	83,133.33
20067	Redacted	188,666.64
20068	Redacted	901,666.71
20070	Redacted	128,833.32
20077	Redacted	77,076.15
20078	Redacted	91,168.29
20079	Redacted	97,766.68
20082	Redacted	145,760.00
20084	Redacted	83,333.40
20090	Redacted	18,515.03
20093	Redacted	214,500.00
20095	Redacted	47,333.35
20105	Redacted	181,999.96
20108	Redacted	98,500.01
20110	Redacted	112,300.00
20111	Redacted	57,200.00
20112	Redacted	155,477.00
20120	Redacted	269,000.00
20123	Redacted	28,000.00
20126	Redacted	73,868.91
20127	Redacted	82,751.59
20131	Redacted	38,640.35
20136	Redacted	556,100.00
20137	Redacted	119,483.37
20149	Redacted	194,347.00
20156	Redacted	539,500.00
20166	Redacted	98,500.01
20172	Redacted	93,693.30
20175	Redacted	234,266.66
20177	Redacted	41,933.36
20178	Redacted	145,760.00
20179	Redacted	170,053.00
20180	Redacted	280,100.00
20181	Redacted	46,433.36
20186	Redacted	687,166.67
20190	Redacted	91,909.96

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
20191	Redacted	393,333.34
20197	Redacted	19,333.35
20202	Redacted	48,833.32
20203	Redacted	315,066.70
20204	Redacted	67,625.00
20207	MCA National Fund, LLC	7,317,333.84
20208	MCA Capital Fund I, LLC	292,000.00
20212	Redacted	96,118.31
20214	Redacted	49,416.66
20215	Redacted	108,300.00
20216	Redacted	93,693.30
20219	Redacted	111,200.00
20220	Redacted	336,000.00
20221	Redacted	377,333.34
20227	Redacted	276,250.00
20241	Redacted	182,099.96
20245	Redacted	482,771.69
20247	Redacted	138,438.67
20252	Redacted	270,600.00
20253	Redacted	97,173.00
20254	Redacted	369,199.93
20258	Redacted	114,300.00
20259	Redacted	118,200.00
20264	Redacted	286,146.74
20265	Redacted	91,909.96
20268	Redacted	113,300.00
20270	Redacted	473,770.00
20271	Redacted	176,833.34
20272	Redacted	400,000.00
20278	Redacted	256,666.66
20282	Redacted	91,168.29
20283	Redacted	122,031.83
20284	Redacted	94,433.36
20290	Redacted	92,009.96
20294	Redacted	202,358.64
20295	Redacted	231,666.70
20297	Redacted	467,604.25
20299	Redacted	120,618.32
20304-1	Redacted	45,417.07
20304-2	Redacted	135,000.00
20305-1	Redacted	110,522.01
20305-2	Redacted	48,000.00

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
20307	Redacted	110,750.94
20308	Redacted	66,974.32
20314	Redacted	99,333.34
20315	Redacted	48,587.00
20332	Redacted	50,000.00
20333	Redacted	1,377,599.99
20334	Redacted	196,999.99
20338	Capricorn Income & Capricorn Parallel	14,582,727.80
20339	Redacted	50,981.96
20342	Redacted	155,540.00
20344	Redacted	164,391.65
20347	Redacted	292,100.00
20349	Redacted	232,100.00
20350	Redacted	819,112.13
20351	Redacted	184,584.90
20358	Redacted	279,499.99
20359	Redacted	72,880.00
20362	Redacted	112,808.29
20367	Redacted	186,344.93
20371	Redacted	49,349.99
20372	Redacted	58,700.00
20373	Redacted	84,903.26
20374	Redacted	180,433.29
20375	Redacted	146,600.00
20377	Redacted	184,584.90
20378	Redacted	114,200.00
20380	Redacted	100,800.00
20384	Redacted	575,691.74
20390	Redacted	280,500.00
20391	Redacted	169,579.96
20392	Redacted	65,999.98
20396	Redacted	46,766.69
20397	Redacted	97,173.00
20398	Redacted	380,026.66
20401	Redacted	113,375.01
20405	Redacted	304,366.63
20406	Redacted	58,718.66
20407	Jax Fund LLC	418,341.70
20409	Redacted	198,666.66
20410	Redacted	309,589.00
20413	Redacted	157,550.00

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
20415	Redacted	188,766.64
20422	Redacted	165,259.67
20426	Redacted	239,250.00
20427	Redacted	122,916.62
20432	Redacted	100,000.00
20440	Redacted	141,600.00
20441	Redacted	326,766.66
20444	Redacted	166,126.41
20447	Redacted	91,909.96
20448	Redacted	97,666.68
20449	Redacted	242,666.66
20455	Redacted	560,543.38
20462	Redacted	46,666.70
20464	Redacted	99,433.34
20471	Redacted	138,138.00
20472-1	Redacted	44,791.63
20472-2	Redacted	48,271.61
20474	Redacted	183,766.63
20476	Redacted	183,666.63
20477	Redacted	180,433.29
20478	Redacted	225,516.71
20480	Redacted	83,902.83
20482	Cape Cod Income Fund	1,002,683.49
20488	Redacted	82,500.00
20490	Redacted	24,416.68
20494	Redacted	138,438.67
20499	Redacted	81,594.33
20500	Jade Fund LLC	189,275.00
20508	Redacted	72,880.00
20513	Redacted	185,507.82
20518	Redacted	92,751.63
20519	Redacted	54,291.02
20525	Redacted	298,000.00
20534	Redacted	234,436.66
20535	Redacted	447,751.93
20537	Redacted	965,000.00
20546	Redacted	3,383,895.87
20552	Redacted	122,850.00
20557	Redacted	84,903.26
20560	Redacted	64,613.11
20561	Redacted	83,159.96
20562	Redacted	115,365.56

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
20566	RAZR MCA Fund LLC	857,142.01
20576	Redacted	86,017.41
20577	Redacted	92,292.44
20578	GR8 Income Fund LLC	1,303,000.04
20581	Wellen Fund 1	1,796,906.57
20594	Redacted	80,000.00
20595	Redacted	47,000.00
20599	STFG Income Fund LLC	6,999,894.67
20601	Workwell Fund I LLC	442,616.70
20604	Redacted	184,584.90
20611	Redacted	18,000.03
20613	Redacted	244,306.66
20615	Redacted	485,867.00
20617	Redacted	247,800.00
20621	Redacted	97,059.98
20623	Redacted	39,148.34
20631	Redacted	402,336.67
20634	Redacted	138,438.67
20636	Redacted	23,875.00
20637	Redacted	164,518.04
20639	Redacted	37,240.29
20640	Redacted	221,000.00
20641	Redacted	93,693.30
20643	Redacted	136,916.70
20646	Redacted	32,507.68
20650	Redacted	100,000.00
20651	Redacted	47,683.31
20652	Redacted	71,000.00
20653	Redacted	198,500.00
20660	Redacted	99,333.34
20663	Redacted	98,500.01
20671	Redacted	249,426.66
20672	Redacted	183,666.63
20674	Redacted	173,833.34
20675	Redacted	114,791.63
20676	Redacted	237,500.02
20678	Merchant Services Income Fund Parallel	13,822,660.40
20684	Redacted	269,534.28
20692	Redacted	200,000.00
20696	Redacted	2,349,560.04
20700	Redacted	82,751.59

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
20704	Redacted	200,000.00
20710	Redacted	1,833,333.41
20732	Redacted	236,780.00
20734	Redacted	184,584.90
20735	Redacted	145,760.00
20739	Redacted	108,300.00
20745	Redacted	95,266.69

\$ 182,771,259.59

Exhibit “2”

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
501	Redacted	Blue Stream Income Fund	Non-Receivership	-
502	Redacted	Blue Stream Income Fund	Non-Receivership	-
503	Redacted	Blue Stream Income Fund	Non-Receivership	-
504	Redacted	Blue Stream Income Fund	Non-Receivership	-
505	Redacted	Blue Stream Income Fund	Non-Receivership	-
506	Redacted	Blue Stream Income Fund	Non-Receivership	-
507	Redacted	Blue Stream Income Fund	Non-Receivership	-
508	Redacted	Blue Stream Income Fund	Non-Receivership	-
509	Redacted	Blue Stream Income Fund	Non-Receivership	-
510	Redacted	Cape Cod Income Fund	Non-Receivership	-
511	Redacted	Cape Cod Income Fund	Non-Receivership	-
524	Redacted	Capricorn Income Fund 1	Non-Receivership	-
525	Redacted	Capricorn Income Fund 1	Non-Receivership	-
526	Redacted	Capricorn Income Fund 1	Non-Receivership	-
527	Redacted	Capricorn Income Fund 1	Non-Receivership	-
528	Redacted	Capricorn Income Fund 1	Non-Receivership	-
529	Redacted	Capricorn Income Fund 1	Non-Receivership	-
530	Redacted	Capricorn Income Fund 1	Non-Receivership	-
531	Redacted	Capricorn Income Fund 1	Non-Receivership	-
532	Redacted	Capricorn Income Fund 1	Non-Receivership	-
533	Redacted	Capricorn Income Fund 1	Non-Receivership	-
534	Redacted	Capricorn Income Fund 1	Non-Receivership	-
535	Redacted	Capricorn Income Fund 1	Non-Receivership	-
536	Redacted	Capricorn Income Fund 1	Non-Receivership	-
537	Redacted	Capricorn Income Fund 1	Non-Receivership	-
538	Redacted	Capricorn Income Fund 1	Non-Receivership	-
539	Redacted	Capricorn Income Fund 1	Non-Receivership	-
540	Redacted	Capricorn Income Fund 1	Non-Receivership	-
541	Redacted	Capricorn Income Fund 1	Non-Receivership	-
542	Redacted	Capricorn Income Fund 1	Non-Receivership	-
543	Redacted	Capricorn Income Fund 1	Non-Receivership	-
544	Redacted	Capricorn Income Fund 1	Non-Receivership	-
545	Redacted	Capricorn Income Fund 1	Non-Receivership	-
546	Redacted	Capricorn Income Fund 1	Non-Receivership	-
547	Redacted	Capricorn Income Fund 1	Non-Receivership	-
548	Redacted	Capricorn Income Fund 1	Non-Receivership	-
549	Redacted	Capricorn Income Fund 1	Non-Receivership	-
550	Redacted	Capricorn Income Fund 1	Non-Receivership	-
551	Redacted	Capricorn Income Fund 1	Non-Receivership	-
552	Redacted	Capricorn Income Fund 1	Non-Receivership	-
553	Redacted	Capricorn Income Fund 1	Non-Receivership	-
554	Redacted	Capricorn Income Fund 1	Non-Receivership	-
555	Redacted	Capricorn Income Fund 1	Non-Receivership	-
556	Redacted	Capricorn Income Fund 1	Non-Receivership	-
557	Redacted	Capricorn Income Fund 1	Non-Receivership	-
558	Redacted	Capricorn Income Fund 1	Non-Receivership	-
559	Redacted	Capricorn Income Fund 1	Non-Receivership	-
560	Redacted	Capricorn Income Fund 1	Non-Receivership	-
561	Redacted	Capricorn Income Fund 1	Non-Receivership	-
562	Redacted	Capricorn Income Fund 1	Non-Receivership	-
563	Redacted	Capricorn Income Fund 1	Non-Receivership	-
564	Redacted	Capricorn Income Fund 1	Non-Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
565	Redacted	Capricorn Income Fund 1	Non-Receivership	-
566	Redacted	Capricorn Income Fund 1	Non-Receivership	-
567	Redacted	Capricorn Income Fund 1	Non-Receivership	-
568	Redacted	Capricorn Income Fund 1	Non-Receivership	-
569	Redacted	Capricorn Income Fund 1	Non-Receivership	-
599	Redacted	Gr8 Income Fund	Non-Receivership	-
600	Redacted	Gr8 Income Fund	Non-Receivership	-
601	Redacted	Gr8 Income Fund	Non-Receivership	-
602	Redacted	Gr8 Income Fund	Non-Receivership	-
603	Redacted	Gr8 Income Fund	Non-Receivership	-
604	Redacted	Gr8 Income Fund	Non-Receivership	-
605	Redacted	Gr8 Income Fund	Non-Receivership	-
606	Redacted	Gr8 Income Fund	Non-Receivership	-
607	Redacted	Jade Fund	Non-Receivership	-
608	Redacted	Jade Fund	Non-Receivership	-
609	Redacted	Jax Fund	Non-Receivership	-
610	Redacted	Jax Fund	Non-Receivership	-
611	Redacted	Jax Fund	Non-Receivership	-
612	Redacted	LWM Equity Fund	Non-Receivership	-
613	Redacted	LWM Equity Fund	Non-Receivership	-
614	Redacted	LWM Equity Fund	Non-Receivership	-
615	Redacted	LWM Equity Fund	Non-Receivership	-
616	Redacted	LWM Equity Fund	Non-Receivership	-
617	Redacted	LWM Equity Fund	Non-Receivership	-
618	Redacted	LWM Equity Fund	Non-Receivership	-
619	Redacted	LWM Equity Fund	Non-Receivership	-
620	Redacted	LWM Equity Fund	Non-Receivership	-
621	Redacted	LWM Equity Fund	Non-Receivership	-
623	Redacted	LWM Income Fund	Non-Receivership	-
624	Redacted	LWM Income Fund	Non-Receivership	-
625	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
626	Redacted	LWM Income Fund	Non-Receivership	-
627	Redacted	LWM Income Fund	Non-Receivership	-
628	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
629	Redacted	LWM Income Fund	Non-Receivership	-
630	Redacted	LWM Income Fund	Non-Receivership	-
631	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
632	Redacted	LWM Income Fund	Non-Receivership	-
633	Redacted	LWM Income Fund	Non-Receivership	-
634	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
635	Redacted	LWM Income Fund	Non-Receivership	-
636	Redacted	LWM Income Fund	Non-Receivership	-
637	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
638	Redacted	LWM Income Fund	Non-Receivership	-
639	Redacted	LWM Income Fund	Non-Receivership	-
640	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
641	Redacted	LWM Income Fund	Non-Receivership	-
642	Redacted	LWM Income Fund	Non-Receivership	-
643	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
644	Redacted	LWM Income Fund	Non-Receivership	-
645	Redacted	LWM Income Fund	Non-Receivership	-
646	Redacted	LWM Income Fund - Parallel	Non-Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
647	Redacted	LWM Income Fund	Non-Receivership	-
648	Redacted	LWM Income Fund	Non-Receivership	-
649	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
650	Redacted	LWM Income Fund	Non-Receivership	-
651	Redacted	LWM Income Fund	Non-Receivership	-
652	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
653	Redacted	LWM Income Fund	Non-Receivership	-
654	Redacted	LWM Income Fund	Non-Receivership	-
655	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
656	Redacted	LWM Income Fund	Non-Receivership	-
657	Redacted	LWM Income Fund	Non-Receivership	-
658	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
659	Redacted	LWM Income Fund	Non-Receivership	-
660	Redacted	LWM Income Fund	Non-Receivership	-
661	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
662	Redacted	LWM Income Fund	Non-Receivership	-
663	Redacted	LWM Income Fund	Non-Receivership	-
664	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
665	Redacted	LWM Income Fund	Non-Receivership	-
666	Redacted	LWM Income Fund	Non-Receivership	-
667	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
668	Redacted	LWM Income Fund	Non-Receivership	-
669	Redacted	LWM Income Fund	Non-Receivership	-
670	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
671	Redacted	LWM Income Fund	Non-Receivership	-
672	Redacted	LWM Income Fund	Non-Receivership	-
673	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
674	Redacted	LWM Income Fund	Non-Receivership	-
675	Redacted	LWM Income Fund	Non-Receivership	-
676	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
677	Redacted	LWM Income Fund	Non-Receivership	-
678	Redacted	LWM Income Fund	Non-Receivership	-
679	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
680	Redacted	LWM Income Fund	Non-Receivership	-
681	Redacted	LWM Income Fund	Non-Receivership	-
682	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
683	Redacted	LWM Income Fund	Non-Receivership	-
684	Redacted	LWM Income Fund	Non-Receivership	-
685	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
686	Redacted	LWM Income Fund	Non-Receivership	-
687	Redacted	LWM Income Fund	Non-Receivership	-
688	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
689	Redacted	LWM Income Fund	Non-Receivership	-
690	Redacted	LWM Income Fund	Non-Receivership	-
691	Redacted	Mariner MCA Income Fund	Non-Receivership	-
691	Redacted	LWM Income Fund - Parallel	Non-Receivership	-
692	Redacted	Mariner MCA Income Fund	Non-Receivership	-
693	Redacted	Mariner MCA Income Fund	Non-Receivership	-
694	Redacted	Mariner MCA Income Fund	Non-Receivership	-
695	Redacted	Mariner MCA Income Fund	Non-Receivership	-
697	Redacted	Mariner MCA Income Fund	Non-Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
698	Redacted	Mariner MCA Income Fund	Non-Receivership	-
699	Redacted	Mariner MCA Income Fund	Non-Receivership	-
700	Redacted	Mariner MCA Income Fund	Non-Receivership	-
701	Redacted	Mariner MCA Income Fund	Non-Receivership	-
702	Redacted	MCA Carolina Income Fund	Non-Receivership	-
703	Redacted	MCA National Fund	Non-Receivership	-
704	Redacted	Merchant Factoring Income Fund	Non-Receivership	-
705	Redacted	Merchant Factoring Income Fund	Non-Receivership	-
706	Redacted	Merchant Factoring Income Fund	Non-Receivership	-
707	Redacted	Merchant Services Income Fund	Non-Receivership	-
708	Redacted	Merchant Services Income Fund	Non-Receivership	-
709	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
710	Redacted	Merchant Services Income Fund	Non-Receivership	-
711	Redacted	Merchant Services Income Fund	Non-Receivership	-
712	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
713	Redacted	Merchant Services Income Fund	Non-Receivership	-
714	Redacted	Merchant Services Income Fund	Non-Receivership	-
715	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
716	Redacted	Merchant Services Income Fund	Non-Receivership	-
717	Redacted	Merchant Services Income Fund	Non-Receivership	-
718	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
719	Redacted	Merchant Services Income Fund	Non-Receivership	-
720	Redacted	Merchant Services Income Fund	Non-Receivership	-
721	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
722	Redacted	Merchant Services Income Fund	Non-Receivership	-
723	Redacted	Merchant Services Income Fund	Non-Receivership	-
724	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
725	Redacted	Merchant Services Income Fund	Non-Receivership	-
726	Redacted	Merchant Services Income Fund	Non-Receivership	-
727	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
728	Redacted	Merchant Services Income Fund	Non-Receivership	-
729	Redacted	Merchant Services Income Fund	Non-Receivership	-
730	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
731	Redacted	Merchant Services Income Fund	Non-Receivership	-
732	Redacted	Merchant Services Income Fund	Non-Receivership	-
733	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
734	Redacted	Merchant Services Income Fund	Non-Receivership	-
735	Redacted	Merchant Services Income Fund	Non-Receivership	-
736	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
737	Redacted	Merchant Services Income Fund	Non-Receivership	-
738	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
739	Redacted	Merchant Services Income Fund	Non-Receivership	-
740	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
741	Redacted	Merchant Services Income Fund	Non-Receivership	-
742	Redacted	Merchant Services Income Fund	Non-Receivership	-
743	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
744	Redacted	Merchant Services Income Fund	Non-Receivership	-
745	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
746	Redacted	Merchant Services Income Fund	Non-Receivership	-
747	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
748	Redacted	Merchant Services Income Fund	Non-Receivership	-
749	Redacted	Merchant Services Income Fund	Non-Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
750	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
751	Redacted	Merchant Services Income Fund	Non-Receivership	-
752	Redacted	Merchant Services Income Fund	Non-Receivership	-
753	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
754	Redacted	Merchant Services Income Fund	Non-Receivership	-
755	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
756	Redacted	Merchant Services Income Fund	Non-Receivership	-
757	Redacted	Merchant Services Income Fund	Non-Receivership	-
758	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
759	Redacted	Merchant Services Income Fund	Non-Receivership	-
760	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
761	Redacted	Merchant Services Income Fund	Non-Receivership	-
762	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
763	Redacted	Merchant Services Income Fund	Non-Receivership	-
764	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
765	Redacted	Merchant Services Income Fund	Non-Receivership	-
766	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
767	Redacted	Merchant Services Income Fund	Non-Receivership	-
768	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
769	Redacted	Merchant Services Income Fund	Non-Receivership	-
770	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
771	Redacted	Merchant Services Income Fund	Non-Receivership	-
772	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
773	Redacted	Merchant Services Income Fund	Non-Receivership	-
774	Redacted	Merchant Services Income Fund	Non-Receivership	-
775	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
775	Redacted	Merchant Services Income Fund	Non-Receivership	-
776	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
778	Redacted	Merchant Services Income Fund	Non-Receivership	-
779	Redacted	Merchant Services Income Fund	Non-Receivership	-
780	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
781	Redacted	Merchant Services Income Fund	Non-Receivership	-
782	Redacted	Merchant Services Income Fund	Non-Receivership	-
783	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
784	Redacted	Merchant Services Income Fund	Non-Receivership	-
785	Redacted	Merchant Services Income Fund	Non-Receivership	-
786	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
787	Redacted	Merchant Services Income Fund	Non-Receivership	-
788	Redacted	Merchant Services Income Fund	Non-Receivership	-
789	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
790	Redacted	Merchant Services Income Fund	Non-Receivership	-
791	Redacted	Merchant Services Income Fund	Non-Receivership	-
792	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
793	Redacted	Merchant Services Income Fund	Non-Receivership	-
794	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
795	Redacted	Merchant Services Income Fund	Non-Receivership	-
796	Redacted	Merchant Services Income Fund	Non-Receivership	-
797	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
798	Redacted	Merchant Services Income Fund	Non-Receivership	-
799	Redacted	Merchant Services Income Fund	Non-Receivership	-
800	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
800	Redacted	Merchant Services Income Fund	Non-Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
801	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
803	Redacted	Merchant Services Income Fund	Non-Receivership	-
804	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
805	Redacted	Merchant Services Income Fund	Non-Receivership	-
806	Redacted	Merchant Services Income Fund	Non-Receivership	-
807	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
808	Redacted	Merchant Services Income Fund	Non-Receivership	-
809	Redacted	Mid Atlantic MCA Fund	Non-Receivership	-
809	Redacted	Merchant Services Income Fund - Parallel	Non-Receivership	-
810	Redacted	Mid Atlantic MCA Fund	Non-Receivership	-
811	Redacted	Mid Atlantic MCA Fund	Non-Receivership	-
813	Redacted	Mid Atlantic MCA Fund	Non-Receivership	-
815	Redacted	MK One Income Fund	Non-Receivership	-
816	Redacted	MK One Income Fund	Non-Receivership	-
817	Redacted	MK One Income Fund	Non-Receivership	-
819	Redacted	MK One Income Fund	Non-Receivership	-
822	Redacted	MK One Income Fund	Non-Receivership	-
825	Redacted	MK One Income Fund	Non-Receivership	-
826	Redacted	Pisces Income Fund	Non-Receivership	-
827	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
828	Redacted	Pisces Income Fund	Non-Receivership	-
829	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
830	Redacted	Pisces Income Fund	Non-Receivership	-
831	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
832	Redacted	Pisces Income Fund	Non-Receivership	-
833	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
834	Redacted	Pisces Income Fund	Non-Receivership	-
835	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
835	Redacted	Pisces Income Fund	Non-Receivership	-
836	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
838	Redacted	Pisces Income Fund	Non-Receivership	-
839	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
840	Redacted	Pisces Income Fund	Non-Receivership	-
841	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
842	Redacted	Pisces Income Fund	Non-Receivership	-
843	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
844	Redacted	Pisces Income Fund	Non-Receivership	-
845	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
846	Redacted	Pisces Income Fund	Non-Receivership	-
847	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
848	Redacted	Pisces Income Fund	Non-Receivership	-
849	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
850	Redacted	Pisces Income Fund	Non-Receivership	-
851	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
852	Redacted	Pisces Income Fund	Non-Receivership	-
853	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
854	Redacted	Pisces Income Fund	Non-Receivership	-
855	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
856	Redacted	Pisces Income Fund	Non-Receivership	-
857	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
858	Redacted	Pisces Income Fund	Non-Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
859	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
860	Redacted	Pisces Income Fund	Non-Receivership	-
861	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
862	Redacted	Pisces Income Fund	Non-Receivership	-
863	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
864	Redacted	Pisces Income Fund	Non-Receivership	-
865	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
866	Redacted	Pisces Income Fund	Non-Receivership	-
867	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
868	Redacted	Pisces Income Fund	Non-Receivership	-
869	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
870	Redacted	Pisces Income Fund	Non-Receivership	-
871	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
872	Redacted	Pisces Income Fund	Non-Receivership	-
873	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
874	Redacted	Pisces Income Fund	Non-Receivership	-
875	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
876	Redacted	Pisces Income Fund	Non-Receivership	-
877	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
878	Redacted	Pisces Income Fund	Non-Receivership	-
879	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
880	Redacted	Pisces Income Fund	Non-Receivership	-
881	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
882	Redacted	Pisces Income Fund	Non-Receivership	-
883	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
884	Redacted	Pisces Income Fund	Non-Receivership	-
885	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
886	Redacted	Pisces Income Fund	Non-Receivership	-
887	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
888	Redacted	Pisces Income Fund	Non-Receivership	-
889	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
890	Redacted	Pisces Income Fund	Non-Receivership	-
891	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
892	Redacted	Pisces Income Fund	Non-Receivership	-
893	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
894	Redacted	Pisces Income Fund	Non-Receivership	-
895	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
896	Redacted	Pisces Income Fund	Non-Receivership	-
897	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
898	Redacted	Pisces Income Fund	Non-Receivership	-
899	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
900	Redacted	Pisces Income Fund	Non-Receivership	-
901	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
902	Redacted	Pisces Income Fund	Non-Receivership	-
903	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
904	Redacted	Pisces Income Fund	Non-Receivership	-
905	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
906	Redacted	Pisces Income Fund	Non-Receivership	-
907	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
908	Redacted	Pisces Income Fund	Non-Receivership	-
909	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
909	Redacted	Pisces Income Fund	Non-Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
910	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
912	Redacted	Pisces Income Fund	Non-Receivership	-
913	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
914	Redacted	Pisces Income Fund	Non-Receivership	-
915	Redacted	Pisces Income Fund - Parallel	Non-Receivership	-
916	Redacted	RAZR MCA Fund	Non-Receivership	-
917	Redacted	RAZR MCA Fund	Non-Receivership	-
918	Redacted	RAZR MCA Fund	Non-Receivership	-
919	Redacted	RAZR MCA Fund	Non-Receivership	-
920	Redacted	RAZR MCA Fund	Non-Receivership	-
921	Redacted	RAZR MCA Fund	Non-Receivership	-
921	Redacted	RAZR MCA Fund	Non-Receivership	-
922	Redacted	RAZR MCA Fund	Non-Receivership	-
924	Redacted	RAZR MCA Fund	Non-Receivership	-
925	Redacted	RAZR MCA Fund	Non-Receivership	-
926	Redacted	RAZR MCA Fund	Non-Receivership	-
927	Redacted	RAZR MCA Fund	Non-Receivership	-
928	Redacted	RAZR MCA Fund	Non-Receivership	-
929	Redacted	RAZR MCA Fund	Non-Receivership	-
930	Redacted	RAZR MCA Fund	Non-Receivership	-
930	Redacted	RAZR MCA Fund	Non-Receivership	-
948	Redacted	Spartan Income Fund	Non-Receivership	-
948	Redacted	Spartan Income Fund	Non-Receivership	-
949	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
949	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
950	Redacted	Spartan Income Fund	Non-Receivership	-
951	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
954	Redacted	Spartan Income Fund	Non-Receivership	-
955	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
958	Redacted	Spartan Income Fund	Non-Receivership	-
959	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
960	Redacted	Spartan Income Fund	Non-Receivership	-
961	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
962	Redacted	Spartan Income Fund	Non-Receivership	-
963	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
964	Redacted	Spartan Income Fund	Non-Receivership	-
965	Redacted	Spartan Income Fund	Non-Receivership	-
966	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
967	Redacted	Spartan Income Fund	Non-Receivership	-
968	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
969	Redacted	Spartan Income Fund	Non-Receivership	-
970	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
971	Redacted	Spartan Income Fund	Non-Receivership	-
972	Redacted	Spartan Income Fund - Parallel	Non-Receivership	-
973	Redacted	STFG Income Fund	Non-Receivership	-
974	Redacted	STFG Income Fund	Non-Receivership	-
975	Redacted	STFG Income Fund	Non-Receivership	-
976	Redacted	STFG Income Fund	Non-Receivership	-
977	Redacted	STFG Income Fund	Non-Receivership	-
978	Redacted	STFG Income Fund	Non-Receivership	-
979	Redacted	STFG Income Fund	Non-Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
980	Redacted	STFG Income Fund	Non-Receivership	-
981	Redacted	STFG Income Fund	Non-Receivership	-
982	Redacted	STFG Income Fund	Non-Receivership	-
983	Redacted	Victory Income Fund	Non-Receivership	-
983	Redacted	STFG Income Fund	Non-Receivership	-
984	Redacted	Victory Income Fund	Non-Receivership	-
984	Redacted	STFG Income Fund	Non-Receivership	-
985	Redacted	Victory Income Fund	Non-Receivership	-
985	Redacted	STFG Income Fund	Non-Receivership	-
986	Redacted	Victory Income Fund	Non-Receivership	-
986	Redacted	STFG Income Fund	Non-Receivership	-
987	Redacted	STFG Income Fund	Non-Receivership	-
988	Redacted	STFG Income Fund	Non-Receivership	-
989	Redacted	STFG Income Fund	Non-Receivership	-
990	Redacted	STFG Income Fund	Non-Receivership	-
995	Redacted	Wellen Fund I LLC	Non-Receivership	-
996	Redacted	Wellen Fund I LLC	Non-Receivership	-
997	Redacted	Wellen Fund I LLC	Non-Receivership	-
998	Redacted	Wellen Fund I LLC	Non-Receivership	-
999	Redacted	Wellen Fund I LLC	Non-Receivership	-
1000	Redacted	Wellen Fund I LLC	Non-Receivership	-
1001	Redacted	Wellen Fund I LLC	Non-Receivership	-
1002	Redacted	Wellen Fund I LLC	Non-Receivership	-
1003	Redacted	Wellen Fund I LLC	Non-Receivership	-
1004	Redacted	Wellen Fund I LLC	Non-Receivership	-
1005	Redacted	Wellen Fund I LLC	Non-Receivership	-
1006	Redacted	Wellen Fund I LLC	Non-Receivership	-
1007	Redacted	Wellen Fund I LLC	Non-Receivership	-
BH	Redacted	MK One Income Fund	Non-Receivership	-
DH	Redacted	MK One Income Fund	Non-Receivership	-
JR	Redacted	MK One Income Fund	Non-Receivership	-
JS	Redacted	Spartan Income Fund	Non-Receivership	-
ML	Redacted	MK One Income Fund	Non-Receivership	-
1	Redacted	ABFP Income Fund	Receivership	-
2	Redacted	ABFP Income Fund	Receivership	-
3	Redacted	ABFP Income Fund - Parallel	Receivership	424,546
4	Redacted	ABFP Income Fund	Receivership	-
5	Redacted	ABFP Income Fund	Receivership	-
6	Redacted	ABFP Income Fund - Parallel	Receivership	91,933
7	Redacted	ABFP Income Fund	Receivership	-
8	Redacted	ABFP Income Fund	Receivership	-
9	Redacted	ABFP Income Fund - Parallel	Receivership	211,298
10	Redacted	ABFP Income Fund	Receivership	-
11	Redacted	ABFP Income Fund	Receivership	-
12	Redacted	ABFP Income Fund - Parallel	Receivership	195,933
13	Redacted	ABFP Income Fund	Receivership	-
14	Redacted	ABFP Income Fund	Receivership	-
15	Redacted	ABFP Income Fund - Parallel	Receivership	97,204
16	Redacted	ABFP Income Fund	Receivership	-
17	Redacted	ABFP Income Fund	Receivership	-
18	Redacted	ABFP Income Fund - Parallel	Receivership	77,364

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
19	Redacted	ABFP Income Fund	Receivership	-
20	Redacted	ABFP Income Fund	Receivership	-
21	Redacted	ABFP Income Fund - Parallel	Receivership	91,935
22	Redacted	ABFP Income Fund	Receivership	-
23	Redacted	ABFP Income Fund	Receivership	-
24	Redacted	ABFP Income Fund - Parallel	Receivership	147,277
25	Redacted	ABFP Income Fund	Receivership	-
26	Redacted	ABFP Income Fund	Receivership	-
27	Redacted	ABFP Income Fund - Parallel	Receivership	61,533
28	Redacted	ABFP Income Fund	Receivership	-
29	Redacted	ABFP Income Fund	Receivership	-
30	Redacted	ABFP Income Fund - Parallel	Receivership	111,140
31	Redacted	ABFP Income Fund	Receivership	-
32	Redacted	ABFP Income Fund - Parallel	Receivership	529,381
33	Redacted	ABFP Income Fund	Receivership	-
34	Redacted	ABFP Income Fund	Receivership	-
35	Redacted	ABFP Income Fund - Parallel	Receivership	153,530
36	Redacted	ABFP Income Fund	Receivership	-
37	Redacted	ABFP Income Fund	Receivership	-
38	Redacted	ABFP Income Fund - Parallel	Receivership	112,083
39	Redacted	ABFP Income Fund	Receivership	-
40	Redacted	ABFP Income Fund	Receivership	-
41	Redacted	ABFP Income Fund - Parallel	Receivership	160,715
42	Redacted	ABFP Income Fund	Receivership	-
43	Redacted	ABFP Income Fund	Receivership	-
44	Redacted	ABFP Income Fund - Parallel	Receivership	64,100
45	Redacted	ABFP Income Fund	Receivership	-
46	Redacted	ABFP Income Fund	Receivership	-
47	Redacted	ABFP Income Fund - Parallel	Receivership	236,507
48	Redacted	ABFP Income Fund	Receivership	-
49	Redacted	ABFP Income Fund	Receivership	-
50	Redacted	ABFP Income Fund - Parallel	Receivership	81,068
51	Redacted	ABFP Income Fund	Receivership	-
52	Redacted	ABFP Income Fund	Receivership	-
53	Redacted	ABFP Income Fund - Parallel	Receivership	160,683
54	Redacted	ABFP Income Fund	Receivership	-
55	Redacted	ABFP Income Fund	Receivership	-
56	Redacted	ABFP Income Fund - Parallel	Receivership	330,651
57	Redacted	ABFP Income Fund	Receivership	-
58	Redacted	ABFP Income Fund	Receivership	-
59	Redacted	ABFP Income Fund - Parallel	Receivership	125,960
60	Redacted	ABFP Income Fund	Receivership	-
61	Redacted	ABFP Income Fund - Parallel	Receivership	90,520
62	Redacted	ABFP Income Fund	Receivership	-
63	Redacted	ABFP Income Fund	Receivership	-
64	Redacted	ABFP Income Fund - Parallel	Receivership	100,400
65	Redacted	ABFP Income Fund	Receivership	-
66	Redacted	ABFP Income Fund	Receivership	-
67	Redacted	ABFP Income Fund - Parallel	Receivership	473,441
68	Redacted	ABFP Income Fund	Receivership	-
69	Redacted	ABFP Income Fund	Receivership	-
70	Redacted	ABFP Income Fund - Parallel	Receivership	351,817

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
71	Redacted	ABFP Income Fund	Receivership	-
72	Redacted	ABFP Income Fund	Receivership	-
73	Redacted	ABFP Income Fund - Parallel	Receivership	435,017
74	Redacted	ABFP Income Fund	Receivership	-
75	Redacted	ABFP Income Fund	Receivership	-
76	Redacted	ABFP Income Fund	Receivership	62,500
77	Redacted	ABFP Income Fund	Receivership	-
78	Redacted	ABFP Income Fund - Parallel	Receivership	119,514
79	Redacted	ABFP Income Fund	Receivership	-
80	Redacted	ABFP Income Fund - Parallel	Receivership	-
81	Redacted	ABFP Income Fund	Receivership	-
82	Redacted	ABFP Income Fund - Parallel	Receivership	530,717
83	Redacted	ABFP Income Fund	Receivership	-
84	Redacted	ABFP Income Fund	Receivership	-
85	Redacted	ABFP Income Fund - Parallel	Receivership	46,600
86	Redacted	ABFP Income Fund	Receivership	-
87	Redacted	ABFP Income Fund - Parallel	Receivership	-
88	Redacted	ABFP Income Fund	Receivership	-
89	Redacted	ABFP Income Fund - Parallel	Receivership	47,490
90	Redacted	ABFP Income Fund	Receivership	-
91	Redacted	ABFP Income Fund - Parallel	Receivership	-
92	Redacted	ABFP Income Fund	Receivership	-
93	Redacted	ABFP Income Fund - Parallel	Receivership	299,008
94	Redacted	ABFP Income Fund	Receivership	-
95	Redacted	ABFP Income Fund	Receivership	-
96	Redacted	ABFP Income Fund - Parallel	Receivership	171,280
97	Redacted	ABFP Income Fund 2	Receivership	34,021
98	Redacted	ABFP Income Fund 2	Receivership	838,607
99	Redacted	ABFP Income Fund 2	Receivership	97,735
100	Redacted	ABFP Income Fund 2	Receivership	97,173
101	Redacted	ABFP Income Fund 2	Receivership	97,173
102	Redacted	ABFP Income Fund 2	Receivership	39,668
103	Redacted	ABFP Income Fund 2	Receivership	135,835
104	Redacted	ABFP Income Fund 2	Receivership	58,304
105	Redacted	ABFP Income Fund 2	Receivership	77,739
106	Redacted	ABFP Income Fund 2	Receivership	97,173
107	Redacted	ABFP Income Fund 2	Receivership	100,000
108	Redacted	ABFP Income Fund 2	Receivership	173,674
109	Redacted	ABFP Income Fund 2	Receivership	82,771
110	Redacted	ABFP Income Fund 2	Receivership	88,115
111	Redacted	ABFP Income Fund 2	Receivership	48,587
112	Redacted	ABFP Income Fund 2	Receivership	86,484
113	Redacted	ABFP Income Fund 2	Receivership	110,777
114	Redacted	ABFP Income Fund 2	Receivership	44,545
115	Redacted	ABFP Income Fund 2	Receivership	62,275
116	Redacted	ABFP Income Fund 2	Receivership	33,647
117	Redacted	ABFP Income Fund 2	Receivership	194,347
118	Redacted	ABFP Income Fund 2	Receivership	87,838
119	Redacted	ABFP Income Fund 2	Receivership	88,994
120	Redacted	ABFP Income Fund 2	Receivership	145,760
121	Redacted	ABFP Income Fund 2	Receivership	147,704

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
122	Redacted	ABFP Income Fund 2	Receivership	96,202
123	Redacted	ABFP Income Fund 2	Receivership	97,173
124	Redacted	ABFP Income Fund 2	Receivership	121,467
125	Redacted	ABFP Income Fund 2	Receivership	79,965
126	Redacted	ABFP Income Fund 2	Receivership	103,490
127	Redacted	ABFP Income Fund 2	Receivership	97,173
128	Redacted	ABFP Income Fund 2	Receivership	164,628
129	Redacted	ABFP Income Fund 2	Receivership	188,516
130	Redacted	ABFP Income Fund 2	Receivership	30,000
131	Redacted	ABFP Income Fund 2	Receivership	100,089
132	Redacted	ABFP Income Fund 2	Receivership	97,173
133	Redacted	ABFP Income Fund 2	Receivership	86,887
134	Redacted	ABFP Income Fund 2	Receivership	84,591
135	Redacted	ABFP Income Fund 2	Receivership	291,520
136	Redacted	ABFP Income Fund 2	Receivership	131,184
137	Redacted	ABFP Income Fund 2	Receivership	218,991
138	Redacted	ABFP Income Fund 2	Receivership	97,173
139	Redacted	ABFP Income Fund 2	Receivership	105,919
140	Redacted	ABFP Income Fund 2	Receivership	81,494
141	Redacted	ABFP Income Fund 2	Receivership	88,500
142	Redacted	ABFP Income Fund 2	Receivership	275,973
143	Redacted	ABFP Income Fund 2	Receivership	83,903
144	Redacted	ABFP Income Fund 2	Receivership	97,173
145	Redacted	ABFP Income Fund 2	Receivership	96,202
146	Redacted	ABFP Income Fund 2	Receivership	83,375
147	Redacted	ABFP Income Fund 2	Receivership	97,173
148	Redacted	ABFP Income Fund 2	Receivership	164,628
149	Redacted	ABFP Income Fund 2	Receivership	97,173
150	Redacted	ABFP Income Fund 2	Receivership	83,903
151	Redacted	ABFP Income Fund 2	Receivership	118,552
152	Redacted	ABFP Income Fund 2	Receivership	145,760
153	Redacted	ABFP Income Fund 2	Receivership	98,920
154	Redacted	ABFP Income Fund 2	Receivership	50,282
155	Redacted	ABFP Income Fund 2	Receivership	64,513
157	Redacted	ABFP Income Fund 2	Receivership	195,896
158	Redacted	ABFP Income Fund 2	Receivership	97,173
159	Redacted	ABFP Income Fund 2	Receivership	43,493
160	Redacted	ABFP Income Fund 2	Receivership	145,760
161	Redacted	ABFP Income Fund 2	Receivership	97,173
162	Redacted	ABFP Income Fund 3	Receivership	-
163	Redacted	ABFP Income Fund 3 - Parallel	Receivership	92,010
164	Redacted	ABFP Income Fund 3	Receivership	-
165	Redacted	ABFP Income Fund 3 - Parallel	Receivership	63,700
166	Redacted	ABFP Income Fund 3	Receivership	-
167	Redacted	ABFP Income Fund 3 - Parallel	Receivership	45,500
168	Redacted	ABFP Income Fund 3	Receivership	-
169	Redacted	ABFP Income Fund 3 - Parallel	Receivership	135,350
170	Redacted	ABFP Income Fund 3	Receivership	-
171	Redacted	ABFP Income Fund 3 - Parallel	Receivership	442,355
172	Redacted	ABFP Income Fund 3	Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
173	Redacted	ABFP Income Fund 3 - Parallel	Receivership	93,693
174	Redacted	ABFP Income Fund 3	Receivership	-
175	Redacted	ABFP Income Fund 3 - Parallel	Receivership	92,852
176	Redacted	ABFP Income Fund 3	Receivership	-
177	Redacted	ABFP Income Fund 3 - Parallel	Receivership	125,680
178	Redacted	ABFP Income Fund 3	Receivership	-
179	Redacted	ABFP Income Fund 3 - Parallel	Receivership	136,600
180	Redacted	ABFP Income Fund 3	Receivership	-
181	Redacted	ABFP Income Fund 3 - Parallel	Receivership	22,542
182	Redacted	ABFP Income Fund 3	Receivership	-
183	Redacted	ABFP Income Fund 3 - Parallel	Receivership	92,010
184	Redacted	ABFP Income Fund 3	Receivership	-
185	Redacted	ABFP Income Fund 3 - Parallel	Receivership	109,300
186	Redacted	ABFP Income Fund 3	Receivership	-
187	Redacted	ABFP Income Fund 3 - Parallel	Receivership	137,850
188	Redacted	ABFP Income Fund 3	Receivership	-
189	Redacted	ABFP Income Fund 3 - Parallel	Receivership	153,921
190	Redacted	ABFP Income Fund 3	Receivership	-
191	Redacted	ABFP Income Fund 3 - Parallel	Receivership	91,168
192	Redacted	ABFP Income Fund 3	Receivership	-
193	Redacted	ABFP Income Fund 3 - Parallel	Receivership	49,385
194	Redacted	ABFP Income Fund 3	Receivership	-
195	Redacted	ABFP Income Fund 3 - Parallel	Receivership	230,330
196	Redacted	ABFP Income Fund 3	Receivership	-
197	Redacted	ABFP Income Fund 3 - Parallel	Receivership	318,600
198	Redacted	ABFP Income Fund 3	Receivership	-
199	Redacted	ABFP Income Fund 3 - Parallel	Receivership	275,600
200	Redacted	ABFP Income Fund 3	Receivership	-
201	Redacted	ABFP Income Fund 3 - Parallel	Receivership	93,693
202	Redacted	ABFP Income Fund 3	Receivership	-
203	Redacted	ABFP Income Fund 3 - Parallel	Receivership	122,040
204	Redacted	ABFP Income Fund 3	Receivership	-
205	Redacted	ABFP Income Fund 3 - Parallel	Receivership	155,310
206	Redacted	ABFP Income Fund 3	Receivership	-
207	Redacted	ABFP Income Fund 3 - Parallel	Receivership	116,975
208	Redacted	ABFP Income Fund 3	Receivership	-
209	Redacted	ABFP Income Fund 3 - Parallel	Receivership	113,235
210	Redacted	ABFP Income Fund 3	Receivership	-
211	Redacted	ABFP Income Fund 3 - Parallel	Receivership	92,820
212	Redacted	ABFP Income Fund 3	Receivership	-
213	Redacted	ABFP Income Fund 3 - Parallel	Receivership	92,010
214	Redacted	ABFP Income Fund 3	Receivership	-
215	Redacted	ABFP Income Fund 3 - Parallel	Receivership	370,667
216	Redacted	ABFP Income Fund 3	Receivership	-
217	Redacted	ABFP Income Fund 3 - Parallel	Receivership	47,394
218	Redacted	ABFP Income Fund 3	Receivership	-
219	Redacted	ABFP Income Fund 3 - Parallel	Receivership	112,037
220	Redacted	ABFP Income Fund 3	Receivership	-
221	Redacted	ABFP Income Fund 3 - Parallel	Receivership	140,350
222	Redacted	ABFP Income Fund 3	Receivership	-
223	Redacted	ABFP Income Fund 3 - Parallel	Receivership	93,770

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
224	Redacted	ABFP Income Fund 3	Receivership	-
225	Redacted	ABFP Income Fund 3 - Parallel	Receivership	125,390
226	Redacted	ABFP Income Fund 3	Receivership	-
227	Redacted	ABFP Income Fund 3 - Parallel	Receivership	90,267
228	Redacted	ABFP Income Fund 3	Receivership	-
229	Redacted	ABFP Income Fund 3 - Parallel	Receivership	752,090
230	Redacted	ABFP Income Fund 3	Receivership	-
231	Redacted	ABFP Income Fund 3 - Parallel	Receivership	185,433
232	Redacted	ABFP Income Fund 3	Receivership	-
233	Redacted	ABFP Income Fund 3 - Parallel	Receivership	94,775
234	Redacted	ABFP Income Fund 3	Receivership	-
235	Redacted	ABFP Income Fund 3 - Parallel	Receivership	58,693
236	Redacted	ABFP Income Fund 3	Receivership	-
237	Redacted	ABFP Income Fund 3 - Parallel	Receivership	116,628
238	Redacted	ABFP Income Fund 3	Receivership	-
239	Redacted	ABFP Income Fund 3 - Parallel	Receivership	91,168
240	Redacted	ABFP Income Fund 3	Receivership	-
241	Redacted	ABFP Income Fund 3 - Parallel	Receivership	456,920
242	Redacted	ABFP Income Fund 3	Receivership	-
243	Redacted	ABFP Income Fund 3 - Parallel	Receivership	182,100
244	Redacted	ABFP Income Fund 3	Receivership	-
245	Redacted	ABFP Income Fund 3 - Parallel	Receivership	26,648
246	Redacted	ABFP Income Fund 3	Receivership	-
247	Redacted	ABFP Income Fund 3 - Parallel	Receivership	168,201
248	Redacted	ABFP Income Fund 3	Receivership	-
249	Redacted	ABFP Income Fund 3 - Parallel	Receivership	463,433
250	Redacted	ABFP Income Fund 3	Receivership	-
251	Redacted	ABFP Income Fund 3 - Parallel	Receivership	196,560
252	Redacted	ABFP Income Fund 3	Receivership	-
253	Redacted	ABFP Income Fund 3 - Parallel	Receivership	286,379
254	Redacted	ABFP Income Fund 3	Receivership	-
255	Redacted	ABFP Income Fund 3 - Parallel	Receivership	225,517
256	Redacted	ABFP Income Fund 3	Receivership	-
257	Redacted	ABFP Income Fund 3 - Parallel	Receivership	68,975
258	Redacted	ABFP Income Fund 3	Receivership	-
259	Redacted	ABFP Income Fund 3 - Parallel	Receivership	92,010
260	Redacted	ABFP Income Fund 3	Receivership	-
261	Redacted	ABFP Income Fund 3 - Parallel	Receivership	94,740
262	Redacted	ABFP Income Fund 3	Receivership	-
263	Redacted	ABFP Income Fund 3 - Parallel	Receivership	183,760
264	Redacted	ABFP Income Fund 3	Receivership	-
265	Redacted	ABFP Income Fund 3 - Parallel	Receivership	-
266	Redacted	ABFP Income Fund 3	Receivership	-
267	Redacted	ABFP Income Fund 3 - Parallel	Receivership	46,433
268	Redacted	ABFP Income Fund 3	Receivership	-
269	Redacted	ABFP Income Fund 3 - Parallel	Receivership	139,000
270	Redacted	ABFP Income Fund 3	Receivership	-
271	Redacted	ABFP Income Fund 3 - Parallel	Receivership	217,403
272	Redacted	ABFP Income Fund 3	Receivership	-
273	Redacted	ABFP Income Fund 3 - Parallel	Receivership	369,840
274	Redacted	ABFP Income Fund 3	Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
275	Redacted	ABFP Income Fund 3 - Parallel	Receivership	110,300
276	Redacted	ABFP Income Fund 4	Receivership	-
277	Redacted	ABFP Income Fund 4 - Parallel	Receivership	197,728
278	Redacted	ABFP Income Fund 4	Receivership	-
279	Redacted	ABFP Income Fund 4 - Parallel	Receivership	9,517
280	Redacted	ABFP Income Fund 4	Receivership	-
281	Redacted	ABFP Income Fund 4 - Parallel	Receivership	126,196
282	Redacted	ABFP Income Fund 4	Receivership	-
283	Redacted	ABFP Income Fund 4 - Parallel	Receivership	283,000
284	Redacted	ABFP Income Fund 4	Receivership	-
285	Redacted	ABFP Income Fund 4 - Parallel	Receivership	72,900
286	Redacted	ABFP Income Fund 4	Receivership	-
287	Redacted	ABFP Income Fund 4 - Parallel	Receivership	95,277
288	Redacted	ABFP Income Fund 4	Receivership	-
289	Redacted	ABFP Income Fund 4 - Parallel	Receivership	271,233
290	Redacted	ABFP Income Fund 4	Receivership	-
291	Redacted	ABFP Income Fund 4 - Parallel	Receivership	51,490
292	Redacted	ABFP Income Fund 4	Receivership	-
293	Redacted	ABFP Income Fund 4 - Parallel	Receivership	34,595
294	Redacted	ABFP Income Fund 4	Receivership	-
295	Redacted	ABFP Income Fund 4 - Parallel	Receivership	333,097
296	Redacted	ABFP Income Fund 4	Receivership	-
297	Redacted	ABFP Income Fund 4 - Parallel	Receivership	72,100
298	Redacted	ABFP Income Fund 4	Receivership	-
299	Redacted	ABFP Income Fund 4 - Parallel	Receivership	55,165
300	Redacted	ABFP Income Fund 4	Receivership	-
301	Redacted	ABFP Income Fund 4 - Parallel	Receivership	48,210
302	Redacted	ABFP Income Fund 4	Receivership	-
303	Redacted	ABFP Income Fund 4 - Parallel	Receivership	26,180
304	Redacted	ABFP Income Fund 4	Receivership	-
305	Redacted	ABFP Income Fund 4 - Parallel	Receivership	114,170
306	Redacted	ABFP Income Fund 4	Receivership	-
307	Redacted	ABFP Income Fund 4 - Parallel	Receivership	66,240
308	Redacted	ABFP Income Fund 4	Receivership	-
309	Redacted	ABFP Income Fund 4 - Parallel	Receivership	234,367
310	Redacted	ABFP Income Fund 4	Receivership	-
311	Redacted	ABFP Income Fund 4 - Parallel	Receivership	99,073
312	Redacted	ABFP Income Fund 4	Receivership	-
313	Redacted	ABFP Income Fund 4 - Parallel	Receivership	48,159
314	Redacted	ABFP Income Fund 4	Receivership	-
315	Redacted	ABFP Income Fund 4 - Parallel	Receivership	317,060
316	Redacted	ABFP Income Fund 4	Receivership	-
317	Redacted	ABFP Income Fund 4 - Parallel	Receivership	474,380
318	Redacted	ABFP Income Fund 4	Receivership	-
319	Redacted	ABFP Income Fund 4 - Parallel	Receivership	90,660
320	Redacted	ABFP Income Fund 4	Receivership	-
321	Redacted	ABFP Income Fund 4 - Parallel	Receivership	234,267
322	Redacted	ABFP Income Fund 4	Receivership	-
323	Redacted	ABFP Income Fund 4 - Parallel	Receivership	286,633
324	Redacted	ABFP Income Fund 4	Receivership	-
325	Redacted	ABFP Income Fund 4 - Parallel	Receivership	131,133

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
326	Redacted	ABFP Income Fund 4	Receivership	-
327	Redacted	ABFP Income Fund 4 - Parallel	Receivership	108,733
328	Redacted	ABFP Income Fund 4	Receivership	-
329	Redacted	ABFP Income Fund 4 - Parallel	Receivership	241,833
330	Redacted	ABFP Income Fund 4	Receivership	-
331	Redacted	ABFP Income Fund 4 - Parallel	Receivership	95,267
332	Redacted	ABFP Income Fund 4	Receivership	-
333	Redacted	ABFP Income Fund 4 - Parallel	Receivership	68,963
334	Redacted	ABFP Income Fund 4	Receivership	-
335	Redacted	ABFP Income Fund 4 - Parallel	Receivership	489,367
336	Redacted	ABFP Income Fund 4	Receivership	-
337	Redacted	ABFP Income Fund 4 - Parallel	Receivership	163,197
338	Redacted	ABFP Income Fund 4	Receivership	-
339	Redacted	ABFP Income Fund 4 - Parallel	Receivership	18,967
340	Redacted	ABFP Income Fund 4	Receivership	-
341	Redacted	ABFP Income Fund 4 - Parallel	Receivership	112,828
342	Redacted	ABFP Income Fund 4	Receivership	-
343	Redacted	ABFP Income Fund 4 - Parallel	Receivership	121,790
344	Redacted	ABFP Income Fund 4	Receivership	-
345	Redacted	ABFP Income Fund 4 - Parallel	Receivership	95,743
346	Redacted	ABFP Income Fund 4	Receivership	-
347	Redacted	ABFP Income Fund 4 - Parallel	Receivership	56,370
348	Redacted	ABFP Income Fund 4	Receivership	-
349	Redacted	ABFP Income Fund 4 - Parallel	Receivership	275,800
350	Redacted	ABFP Income Fund 4	Receivership	-
351	Redacted	ABFP Income Fund 4 - Parallel	Receivership	95,733
352	Redacted	ABFP Income Fund 4	Receivership	-
353	Redacted	ABFP Income Fund 4 - Parallel	Receivership	271,223
354	Redacted	ABFP Income Fund 4	Receivership	-
355	Redacted	ABFP Income Fund 4 - Parallel	Receivership	100,025
356	Redacted	ABFP Income Fund 6	Receivership	-
357	Redacted	ABFP Income Fund 6 - Parallel	Receivership	98,600
358	Redacted	ABFP Income Fund 6	Receivership	-
359	Redacted	ABFP Income Fund 6 - Parallel	Receivership	494,700
360	Redacted	ABFP Income Fund 6	Receivership	-
361	Redacted	ABFP Income Fund 6 - Parallel	Receivership	99,433
362	Redacted	ABFP Income Fund 6	Receivership	-
363	Redacted	ABFP Income Fund 6 - Parallel	Receivership	81,480
364	Redacted	ABFP Income Fund 6	Receivership	-
365	Redacted	ABFP Income Fund 6 - Parallel	Receivership	46,003
366	Redacted	ABFP Income Fund 6	Receivership	-
367	Redacted	ABFP Income Fund 6 - Parallel	Receivership	50,760
368	Redacted	ABFP Income Fund 6	Receivership	-
369	Redacted	ABFP Income Fund 6 - Parallel	Receivership	24,517
370	Redacted	ABFP Income Fund 6	Receivership	-
371	Redacted	ABFP Income Fund 6 - Parallel	Receivership	244,407
372	Redacted	ABFP Income Fund 6	Receivership	-
373	Redacted	ABFP Income Fund 6 - Parallel	Receivership	112,905
374	Redacted	ABFP Income Fund 6	Receivership	-
375	Redacted	ABFP Income Fund 6 - Parallel	Receivership	99,333
376	Redacted	ABFP Income Fund 6	Receivership	-
377	Redacted	ABFP Income Fund 6 - Parallel	Receivership	49,250

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
378	Redacted	ABFP Income Fund 6	Receivership	-
379	Redacted	ABFP Income Fund 6 - Parallel	Receivership	49,667
380	Redacted	ABFP Income Fund 6	Receivership	-
381	Redacted	ABFP Income Fund 6 - Parallel	Receivership	19,667
382	Redacted	ABFP Income Fund 6	Receivership	-
383	Redacted	ABFP Income Fund 6 - Parallel	Receivership	242,000
384	Redacted	ABFP Income Fund 6	Receivership	-
385	Redacted	ABFP Income Fund 6 - Parallel	Receivership	178,385
386	Redacted	ABFP Income Fund 6	Receivership	-
387	Redacted	ABFP Income Fund 6 - Parallel	Receivership	102,146
388	Redacted	ABFP Income Fund 6	Receivership	-
389	Redacted	ABFP Income Fund 6 - Parallel	Receivership	32,120
390	Redacted	ABFP Income Fund 6	Receivership	-
391	Redacted	ABFP Income Fund 6 - Parallel	Receivership	255,159
392	Redacted	ABFP Income Fund 6	Receivership	-
393	Redacted	ABFP Income Fund 6 - Parallel	Receivership	108,022
394	Redacted	ABFP Income Fund 6	Receivership	-
395	Redacted	ABFP Income Fund 6 - Parallel	Receivership	244,307
396	Redacted	ABFP Income Fund 6	Receivership	-
397	Redacted	ABFP Income Fund 6 - Parallel	Receivership	48,933
398	Redacted	ABFP Income Fund 6	Receivership	-
399	Redacted	ABFP Income Fund 6 - Parallel	Receivership	264,068
400	Redacted	ABFP Income Fund 6	Receivership	-
401	Redacted	ABFP Income Fund 6 - Parallel	Receivership	218,633
402	Redacted	ABFP Income Fund 6	Receivership	-
403	Redacted	ABFP Income Fund 6 - Parallel	Receivership	292,100
404	Redacted	ABFP Income Fund 6	Receivership	-
405	Redacted	ABFP Income Fund 6 - Parallel	Receivership	244,307
406	Redacted	ABFP Income Fund 6	Receivership	-
407	Redacted	ABFP Income Fund 6 - Parallel	Receivership	99,093
408	Redacted	ABFP Income Fund 6	Receivership	-
409	Redacted	ABFP Income Fund 6 - Parallel	Receivership	120,763
410	Redacted	ABFP Income Fund 6	Receivership	-
411	Redacted	ABFP Income Fund 6 - Parallel	Receivership	51,813
412	Redacted	ABFP Income Fund 6	Receivership	-
413	Redacted	ABFP Income Fund 6 - Parallel	Receivership	149,000
414	Redacted	ABFP Income Fund 6	Receivership	-
415	Redacted	ABFP Income Fund 6 - Parallel	Receivership	100,823
416	Redacted	ABFP Income Fund 6	Receivership	-
417	Redacted	ABFP Income Fund 6 - Parallel	Receivership	319,357
418	Redacted	ABFP Income Fund 6	Receivership	-
419	Redacted	ABFP Income Fund 6 - Parallel	Receivership	497,660
420	Redacted	ABFP Income Fund 6	Receivership	-
421	Redacted	ABFP Income Fund 6 - Parallel	Receivership	154,960
422	Redacted	ABFP Income Fund 6	Receivership	-
423	Redacted	ABFP Income Fund 6 - Parallel	Receivership	97,767
424	Redacted	ABFP Multi Strategy Investment Fund	Receivership	286,107
425	Redacted	ABFP Multi Strategy Investment Fund	Receivership	184,585
426	Redacted	ABFP Multi Strategy Investment Fund	Receivership	156,897
427	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
428	Redacted	ABFP Multi Strategy Investment Fund	Receivership	456,848
429	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
430	Redacted	ABFP Multi Strategy Investment Fund	Receivership	92,292
431	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
432	Redacted	ABFP Multi Strategy Investment Fund	Receivership	95,984
433	Redacted	ABFP Multi Strategy Investment Fund	Receivership	230,731
434	Redacted	ABFP Multi Strategy Investment Fund	Receivership	102,445
435	Redacted	ABFP Multi Strategy Investment Fund	Receivership	97,173
436	Redacted	ABFP Multi Strategy Investment Fund	Receivership	73,834
437	Redacted	ABFP Multi Strategy Investment Fund	Receivership	92,292
438	Redacted	ABFP Multi Strategy Investment Fund	Receivership	92,292
439	Redacted	ABFP Multi Strategy Investment Fund	Receivership	207,658
440	Redacted	ABFP Multi Strategy Investment Fund	Receivership	217,349
441	Redacted	ABFP Multi Strategy Investment Fund	Receivership	34,148
442	Redacted	ABFP Multi Strategy Investment Fund	Receivership	137,516
443	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
444	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
445	Redacted	ABFP Multi Strategy Investment Fund	Receivership	258,419
446	Redacted	ABFP Multi Strategy Investment Fund	Receivership	141,207
447	Redacted	ABFP Multi Strategy Investment Fund	Receivership	115,366
448	Redacted	ABFP Multi Strategy Investment Fund	Receivership	92,292
449	Redacted	ABFP Multi Strategy Investment Fund	Receivership	169,818
450	Redacted	ABFP Multi Strategy Investment Fund	Receivership	92,292
451	Redacted	ABFP Multi Strategy Investment Fund	Receivership	92,292
452	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
453	Redacted	ABFP Multi Strategy Investment Fund	Receivership	184,585
454	Redacted	ABFP Multi Strategy Investment Fund	Receivership	171,707
455	Redacted	ABFP Multi Strategy Investment Fund	Receivership	184,585
456	Redacted	ABFP Multi Strategy Investment Fund	Receivership	184,585
457	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
458	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
459	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	97,173
460	Redacted	ABFP Multi Strategy Investment Fund	Receivership	230,731
461	Redacted	ABFP Multi Strategy Investment Fund	Receivership	146,745
462	Redacted	ABFP Multi Strategy Investment Fund	Receivership	115,366
463	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,438
464	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
465	Redacted	ABFP Multi Strategy Investment Fund	Receivership	209,042
466	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
467	Redacted	ABFP Multi Strategy Investment Fund	Receivership	368,247
468	Redacted	ABFP Multi Strategy Investment Fund	Receivership	46,146
469	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
470	Redacted	ABFP Multi Strategy Investment Fund	Receivership	230,731
471	Redacted	ABFP Multi Strategy Investment Fund	Receivership	147,668
472	Redacted	ABFP Multi Strategy Investment Fund	Receivership	182,739
473	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
474	Redacted	ABFP Multi Strategy Investment Fund	Receivership	256,573
475	Redacted	ABFP Multi Strategy Investment Fund	Receivership	461,462
476	Redacted	ABFP Multi Strategy Investment Fund	Receivership	66,266
477	Redacted	ABFP Multi Strategy Investment Fund	Receivership	113,981
478	Redacted	ABFP Multi Strategy Investment Fund	Receivership	183,662
479	Redacted	ABFP Multi Strategy Investment Fund	Receivership	91,370
480	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
481	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
482	Redacted	ABFP Multi Strategy Investment Fund	Receivership	64,143
483	Redacted	ABFP Multi Strategy Investment Fund	Receivership	270,417
484	Redacted	ABFP Multi Strategy Investment Fund	Receivership	170,741
485	Redacted	ABFP Multi Strategy Investment Fund	Receivership	415,316
486	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
487	Redacted	ABFP Multi Strategy Investment Fund	Receivership	92,292
488	Redacted	ABFP Multi Strategy Investment Fund	Receivership	92,292
489	Redacted	ABFP Multi Strategy Investment Fund	Receivership	92,292
490	Redacted	ABFP Multi Strategy Investment Fund	Receivership	138,439
491	Redacted	ABFP Multi Strategy Investment Fund	Receivership	68,296
492	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	155,477
493	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	165,195
494	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	233,216
495	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	97,173
496	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	194,347
497	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	145,760
498	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	97,173
499	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	121,467
500	Redacted	ABFP Multi Strategy Investment Fund 2	Receivership	97,173
512	Redacted	Capital Source 2000	Receivership	-
513	Redacted	Capital Source 2000	Receivership	-
514	Redacted	Capital Source 2000	Receivership	-
515	Redacted	Capital Source 2000	Receivership	-
516	Redacted	Capital Source 2000	Receivership	-
517	Redacted	Capital Source 2000	Receivership	-
518	Redacted	Capital Source 2000	Receivership	-
519	Redacted	Capital Source 2000	Receivership	-
520	Redacted	Capital Source 2000	Receivership	-
521	Redacted	Capital Source 2000	Receivership	-
522	Redacted	Capital Source 2000	Receivership	-
523	Redacted	Capital Source 2000	Receivership	-
570	Redacted	Complete Business Solutions Group	Receivership	-
571	Redacted	Complete Business Solutions Group	Receivership	-
572	Redacted	Complete Business Solutions Group	Receivership	238,708
573	Redacted	Complete Business Solutions Group	Receivership	547,213
574	Redacted	Complete Business Solutions Group	Receivership	-
575	Redacted	Complete Business Solutions Group	Receivership	-
576	Redacted	Complete Business Solutions Group	Receivership	-
577	Redacted	Complete Business Solutions Group	Receivership	590,196
578	Redacted	Fast Advance Funding	Receivership	88,328
579	Redacted	Fidelis Financial Planning	Receivership	-
580	Redacted	Fidelis Financial Planning	Receivership	94,453
581	Redacted	Fidelis Financial Planning	Receivership	95,167
582	Redacted	Fidelis Financial Planning	Receivership	-
583	Redacted	Fidelis Financial Planning	Receivership	57,100
584	Redacted	Fidelis Financial Planning	Receivership	49,292
585	Redacted	Fidelis Financial Planning	Receivership	203,167
586	Redacted	Fidelis Financial Planning	Receivership	259,500
587	Redacted	Fidelis Financial Planning	Receivership	-

ID	Account Holder	Claim Entity (B)	Agent Fund - Receivership or Non-Receivership Entity?	Allowed Claim
588	Redacted	Fidelis Financial Planning	Receivership	86,833
589	Redacted	Fidelis Financial Planning	Receivership	-
590	Redacted	Fidelis Financial Planning	Receivership	114,453
591	Redacted	Fidelis Financial Planning	Receivership	188,667
592	Redacted	Fidelis Financial Planning	Receivership	-
593	Redacted	Fidelis Financial Planning	Receivership	160,767
594	Redacted	Fidelis Financial Planning	Receivership	-
595	Redacted	Fidelis Financial Planning	Receivership	-
596	Redacted	Fidelis Financial Planning	Receivership	183,667
597	Redacted	Fidelis Financial Planning	Receivership	196,667
598	Redacted	Fidelis Financial Planning	Receivership	-
932	Redacted	Retirement Evolution Income Fund	Receivership	
935	Redacted	Retirement Evolution Income Fund	Receivership	
935	Redacted	Retirement Evolution Income Fund	Receivership	40,000
938	Redacted	Retirement Evolution Income Fund	Receivership	50,000
938	Redacted	Retirement Evolution Income Fund	Receivership	
939	Redacted	Retirement Evolution Income Fund	Receivership	43,476
940	Redacted	Retirement Evolution Income Fund	Receivership	6,000
945	Redacted	Retirement Evolution Income Fund	Receivership	
946	Redacted	Retirement Evolution Income Fund	Receivership	125,804
SC	Redacted	ABFP Income Fund 2	Receivership	54,191
			TOTAL	<u>49,836,547</u>

Exhibit “3”

Confirmation Number / Claim Number	Who is the current creditor?	Asserted Claim Amount	Allowed Claim Amount
20167	MHL Union Alliance LLC-AGM Capital Fund	66,969,888.87	-
20168	MHL Union Alliance LLC - AGM Cap Fund 2	18,431,806.84	-
409	Redacted - Chehebar Investor	2,000,000.00	1,200,000.08
410	Redacted - Chehebar Investor	5,346,666.68	2,293,333.25
476	Redacted - Chehebar Investor	3,139,374.98	1,860,208.47
477	Redacted - Chehebar Investor	1,757,500.01	689,999.00
478	Redacted - Chehebar Investor	4,956,666.61	1,442,677.99
483	Redacted - Chehebar Investor	10,710,333.32	2,559,191.39
484	Redacted - Chehebar Investor	2,281,666.66	544,166.66
499	Redacted - Chehebar Investor	241,875.00	68,437.50
500	Redacted - Chehebar Investor	164,375.00	36,250.00
501	Redacted - Chehebar Investor	75,249.98	21,291.77
502	Redacted - Chehebar Investor	3,981,250.00	1,419,010.46
544	Redacted - Chehebar Investor	15,500,000.00	6,134,479.11
		<u>\$ 135,556,653.95</u>	<u>\$ 18,269,045.68</u>

Exhibit “4”

Confirmation Number / Claim Number	Who is the current creditor?	Asserted Claim Amount	Allowed Claim Amount
20142	Redacted	8,076.93	8,076.93
20144	Redacted	1,859.00	1,859.00
20169	Redacted	1,519.23	1,519.23
20196	Redacted	2,080.00	2,080.00
20201	Redacted	1,929.39	1,929.39
20217	Redacted	1,600.00	1,600.00
20240	Redacted	3,153.85	2,208.00
20275	Redacted	8,076.93	8,076.93
20276	Redacted	11,475.00	10,500.00
20277	Redacted	2,288.00	2,288.00
20280	Redacted	4,461.54	4,461.54
20281	Redacted	5,384.62	1,974.36
20293	Redacted	10,000.00	2,692.31
20352	Redacted	6,904.94	6,904.94
20364	Redacted	2,046.16	2,046.16
20368	Redacted	3,173.07	3,173.07
20484	Redacted	3,965.57	2,288.46
20511	Redacted	2,548.00	2,548.00
20533	Redacted	1,211.53	1,211.53
20709	Redacted	3,923.07	3,923.07
20727	Redacted	1,166.00	1,166.00
258	Redacted	36,000.00	-
		\$ 122,842.83	\$ 72,526.92

Exhibit “5”

Confirmation Number / Claim Number	Who is the current creditor?	Asserted Claim Amount	Allowed Claim Amount
354	PLAYHUT INC, NKA PH DIP INC	1,973,420.95	1,973,420.95
459	SETH E DIZARD, AS RECEIVER OF RIDGEWAY TRAILER COMPANY	6,910,198.00	6,910,198.00
20475	DJL Builders Inc; c/o Strobl PLLC	26,404.00	26,404.00
20512	Fortune Walker	43,000.00	43,000.00
20602	Michael Wheatley, James Law Trustee	Undetermined	-
20603	Michael Wheatley, James Law Trustee	Undetermined	-
20630	Jacqueline Calderin Chapter 7 Trustee	106,462.35	106,462.35
20647	Hannah Solar LLC	100,601.50	100,601.50
20667	National Labor Relations Board	59,614.00	59,614.00
20669	Tourmappers and Julie Katz	1,000,743.00	-
20670	Fleetwood Services LLC	3,169,944.71	-
20677	MH Marketing Solutions Group Inc.	1,307,873.69	-
20679	Petropangea Inc	492,120.50	-
20683	Radiant Images & Gianna Wolfe	3,941,694.00	-
20687	Sunrooms Inc and Michael Foti	4,786,140.98	-
20693	National RX and Jim Frost	84,469.00	-
20701	Sean Walen and Yingyin Iris Chen	374,191.50	-
20712	Americore Health LLC	14,000.00	14,000.00
20713	Americore Holdings LLC	30,669.30	30,669.30
20715	Ellwood Medical Center Operations LLC	359,594.93	359,594.93
20716	Pineville Medical Center LLC	27,968.88	27,968.88
20717	St. Alexius Hospital Corporation #1	17,380.53	17,380.53
20718	Ellwood Medical Center Operations LLC	77,919.09	77,919.09
20719	Pineville Medical Center LLC	8,580.00	8,580.00
20729	Kara DiPietro	986,720.00	-
20730	GEX Management Inc and Carl Dorvil	8,216,920.41	-
20744	James Milan	17,407.00	-
TOTAL		\$ 34,134,038.32	\$ 9,755,813.53

Exhibit “6”

Confirmation Number / Claim Number	Who is the current creditor?	Allowed Claim Amount
20132	Weltman Weinberg & Reis Co LPA	11,660.10
20133	Weltman Weinberg & Reis Co LPA	24,467.76
20323	AMEX TRS CO INC	7.20
20324	AMEX TRS CO INC	419.14
20325	AMEX TRS CO INC	30,824.59
20326	AMEX TRS CO INC	35,004.67
20327	AMEX TRS CO INC	19,687.14
20328	AMEX TRS CO INC	10,865.75
20329	AMEX TRS CO INC	5,430.29
20330	AMEX TRS CO INC	28,485.13
20331	AMEX TRS CO INC	4,060.21
20479	Haynes and Boone LLP	28,665.04
20545	20 North Third Street Condominium Assn	541,486.08
20600	Hutchens Law Firm LLP	41,946.26
20628	Small Herrin LLP	15,430.78
20708	State of Florida - Department of Revenue	234,702.96
TOTAL		<u>\$ 1,033,143.10</u>

Exhibit “7”

Confirmation Number / Claim Number	Who is the current creditor?	Asserted Claim Amount	Allowed Claim Amount
496	CAPITAL SOURCE 2000 INC	30,519,191.07	\$ 8,130,039.00
20681	Lisa McElhone, Trustee of the LME Trust	103,402,834.00	0.00
20682	Lisa McElhone, Trustee of the LME Trust	759,500.00	0.00
20685	Lisa McElhone, Trustee of the LME Trust	221,650.00	0.00
20686	Lisa McElhone, Trustee of the LME Trust	51,784,000.00	0.00
20688	Lisa McElhone	1,537,545.00	0.00
20689	Lisa McElhone	4,744.00	0.00
20690	Lisa McElhone	3,478,137.00	0.00
20691	Lisa McElhone	2,314.00	0.00
20697	John Gissas	371,000.00	0.00
20698	Lisa McElhone, Trustee of the LME Trust	312,100,000.00	0.00
20699	John Gissas	687,810.00	0.00
20702	John Gissas	8,000,000.00	0.00
20703	Lisa McElhone, Trustee of the LME Trust	34,600,000.00	0.00
20705	Lisa McElhone, Trustee of the LME Trust	34,600,000.00	0.00
20714	Joseph LaForte	512,204.40	0.00
20726	Lisa McElhone, Trustee of the LME Trust	5,057,200.00	0.00
TOTAL		\$ 587,638,129.47	\$ 8,130,039.00

Attachment A

Appellants Non-Parties

Radiant Images, Inc.

Giane Wolfe

Tourmappers North America, LLC

Julie Paula Katz

Kara DiPietro, HMC Inc.

Fleetwood Services, LLC

Robert Fleetwood

Pamela Fleetwood

Gex Management, Inc.

Carl Dorvil

MH Marketing Solutions Group, Inc.

Michael Heller

Sunrooms Group, Inc.

Michael Foti

Petropangea, Inc.

Johnny Harrison

Volunteer Pharmacy, LLC

Chad Frost

Sean Whalen

Yngyin Iris Chen

Appellants' and Law Firm

Almeida Law Group LLC

David S. Almeida, Esq.

Mathew J. Langley, Esq.

White and Williams LLP

Shane R. Heskin, Esq.

Appellee

Complete Business Solutions Group, Inc. d/b/a Par Funding (“CBSG”)

Receiver and Receiver Counsel over Appellee

Stumphauzer Foslid Sloman Ross & Kolaya, PLLC

Ryan K. Stumpauzer, Esq.

Timothy A. Kolaya, Esq.

Pietragallo Gordon Alfano Boscik & Raspanti, LLP

Gaetan J. Alfano, Esq.

Plaintiff and Plaintiff’s Attorneys

Securities and Exchange Commission

Alise Meredith Johnson, Esq.

Linda Salup-Schmidt, Esq.

Martin F. Healey, Esq.

Michael J. Roessner, Esq.

Amie Riggle Berlin, Esq.

District and Magistrate Judge

District Judge Rodolfo A. Ruiz, II

Magistrate Judge Bruce E. Reinhart

Exhibit “3”

SUPPLEMENTAL MERCHANT SETTLEMENT AGREEMENT

This Supplemental Merchant Settlement Agreement (“Supplemental Agreement”) is entered into this ____ day of January, 2026, by and among: (i) B and T Supplies, Inc. d/b/a B and T Supply d/b/a Biggest Book.com and Tzvi Odzer (“B&T”); Radiant Images, Inc. and Gianna Wolfe (“Radiant”); Tourmappers North America, LLC and Julie Katz (Tourmappers”); HMC Inc. and Kara DiPietro (“HMC”); Gex Management, Inc. and Carl Dorvil (“Dorvil”); Knava’s Bounce House Rentals, LLC and Joshua Speakman (“Knava’s”); Legend Adventures, LLC and Shaun Alldredge (“Legend”); MH Marketing Solutions Group, Inc. and Michael Heller (“Heller”); Sunrooms America, Inc. and Michael Foti (“Sunrooms”); Petropangea, Inc. and JR Harrison (“Petropangea”); Sean Whalen, Yngris Iris Chen and Flexogenix Group, Inc. d/b/a Flexogenix North Carolina, PC d/b/a Flexogenix Georgia, PC d/b/a Flexogenix, Inc. d/b/a Flexogenix PC, (“Whalen”); Gelato on Hudson LLC d/b/a Haagen Dazs, RKDK Inc. d/b/a Haagen Dazs, Asia Star Broadcasting Inc., and Daniel Shah (“Shah”); Fleetwood Services LLC, Pamela Fleetwood, and Robert Fleetwood (“Fleetwood”); and Perfect Impression Inc. and Susans Abrahams (“Perfect Impression”) (collectively, “Merchant Parties”); (ii) Shane R. Heskin, Esq., Heskin & Proper, PLLC, David Almeida, Esq., and Almeida Law Group LLC (“Merchant Counsel”); (iii) GemJ Chehebar Grat, LLC (“GemJ”), Josef Chehebar (“Josef”), and Isaac Shehebar (“Isaac”) (collectively, the “Chehebars”); and (iv) Ryan K. Stumphauzer, not individually, but solely in his capacity as receiver (the “Receiver”) for Complete Business Solutions Group, Inc. d/b/a Par Funding (“CBSG”) and the other the entities identified on Schedule A to this Agreement (the “Receivership Entities”).

WHEREAS, the Receiver was appointed as the court-appointed receiver for CBSG and the other Receivership Entities in the case captioned *Securities and Exchange Commission v.*

Complete Business Solutions Group, Inc. d/b/a Par Funding, No. 20-cv-81205-RAR (S.D. Fla.) (Ruiz, J.), in the United States District Court for the Southern District of Florida (the “SEC Action”);

WHEREAS, certain of the Merchant Parties filed claims against CBSG in the Receivership Claims Administration Process, the Receiver recommended that those claims be denied, and the Court in the SEC Action agreed with the Receiver’s recommendations and denied those claims in its Order on the Receiver’s proposed claims determinations;

WHEREAS, B&T, Shah, Tourmappers, Heller, and Perfect Impression are plaintiffs in a putative class action, individually and on behalf of all others similarly situated, against the Chehebars in the case captioned *B and T Supplies, Inc., et al. v. GEMJ Chehehbar GRAT, LLC, et al.*, Case No. 25-cv-23855-RAR, in the United States District Court for the Southern District of Florida (the “B&T Lawsuit”);

WHEREAS, Fleetwood are plaintiffs in a putative class action, individually and on behalf of all others similarly situated, against the Chehebars in the case captioned *Fleetwood Services LLC v. Complete Business Solutions Group Inc., et al.*, Case No. 24-cv-80716, in the United States District Court for the Southern District of Florida (the “Fleetwood Lawsuit”);

WHEREAS, Whalen are plaintiffs in a putative class action, individually and on behalf of all others similarly situated, against the Chehebars in the case captioned *Complete Business Solutions Group, Inc. v. Sean Whalen, et al.*, Case No. 25-cv-23851-KMW, in the United States District Court for the Southern District of Florida (the “Whalen Lawsuit”);

WHEREAS, HMC are plaintiffs in a putative class action, individually and on behalf of all others similarly situated, against the Chehebars in the case captioned *HMC Incorporated, et al.*

v. Complete Business Solutions Group Inc, et al., Case No. 24-cv-81424, in the United States District court for the Southern District of Florida (the “HMC Lawsuit”);

WHEREAS, the B & T Lawsuit, the Fleetwood Lawsuit, the Whalen Lawsuit, and the HMC Lawsuit were consolidated, with all future pleadings in those cases to be filed in the HMC Lawsuit only (collectively the “Merchant Class Actions”);

WHEREAS, the Merchant Counsel have served as counsel to the Merchant Parties;

WHEREAS, the Merchant Parties, Merchant Counsel, the Chehebars, and the Receiver are each a “Party” and will be referred to as “the Parties”;

WHEREAS, the Merchant Parties, Merchant Counsel and the Receiver previously entered into a Settlement Agreement, dated December 4, 2024 (the “Merchant Agreement”) (a copy of which is attached hereto as “Exhibit A”);

WHEREAS, the Merchant Parties and the Chehebars have reached a settlement agreement resolving all their claims through a mediation before Judge Michael Hanzman on August 4, 2025 (the “Chehebar Agreement”);

WHEREAS, as part of the Chehebar Agreement, the Chehebars agreed to monetarily contribute to the Supplemental Agreement in exchange for the Receiver providing additional consideration to certain of the Merchant Parties that was not previously provided for in the Merchant Agreement, and other good and valuable consideration;

WHEREAS, the Receiver has agreed to provide the relief requested in the Supplemental Agreement because full and final resolution of Merchant Class Actions and the financial consideration provided by the Chehebars would provide a substantial financial benefit to the Receivership Estate, including the avoidance of cost and expense the Receiver might otherwise

have been required to incur related to responding to or otherwise objecting to discovery in the Merchant Class Actions;

WHEREAS, the Parties to this Agreement acknowledge that the effectiveness of this Supplemental Agreement is contingent upon the final approval by the Court in the SEC Action of this Supplemental Agreement and entry of the [Proposed] Order Approving Settlement Agreement (the “Proposed Order,” a copy of which is attached hereto as “Exhibit B”);

THEREFORE, in consideration of the promises and mutual covenants set forth in this Supplemental Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Supplemental Agreement agree as follows:

AMENDED TERMS AND CONDITIONS

A. Effectiveness of Merchant Agreement. Except as otherwise provided herein, or that it is inconsistent with the terms of this Supplemental Agreement or the settlement reached between the Merchant Parties and the Chehebars, the Merchant Agreement remains in full force and effect.

B. Satisfaction of Liens and Judgments Against Shaw. Within five (5) business days of execution of this Supplemental Agreement, the Receiver shall file documents to release or vacate any liens or judgments the Receivership Entities maintain against Shaw or their property.

C. Amended Reduction to Account Balances for The Merchant Parties. Within five (5) business days following the execution of the Supplemental Agreement, the Receiver shall file a motion in the SEC Action requesting court approval of the Receiver’s stipulation with the Merchant Parties (“Receiver’s Motion to Approve Stipulation”), whereby the Receiver will reduce

the account balance as previously provided in the Merchant Agreement. In addition, the Cash Exposure Amount will likewise be reduced by 90% for Shaw and Perfect Impression.

D. Payment to Counsel. The “Payment to Counsel” required by Paragraph I(F) of the Merchant Agreement shall be paid to Merchant Counsel, as defined herein.

E. Payment to the Receiver. Withing five days of the Order approving the Supplemental Agreement becoming final by operation of time or after appeal, the Chehebars will issue a payment of \$100,000 to the Receiver.

F. Merchant Parties Agreement with Chehebars. The Parties agree that this Supplemental Agreement, which fully and finally resolves any and all claims that have been brought or could be brought against the Chehebars or the Released Parties (as defined in the Chehebar Agreement), represents a material part of the Chehebar Agreement and is not to be construed to be inconsistent with the broad and complete release that is contained within the Chehebar Agreement. If any conflict between the two agreements is found to exist, it shall be resolved in favor of release of the Chehebars and Released Parties (as defined in the Chehebar Agreement) and against the maintenance of any claims released in the Chehebar Agreement.

G. Contingent Upon Approval by the Court. The Parties agree that this Supplemental Agreement is contingent upon the Court entering the Proposed Order, or one that is substantially similar but that includes all material provisions of the Proposed Order, including but not limited to the following findings:

- a. The legality of the MCA Agreements was adjudicated in the SEC Action, and that issue is identical to the issue upon which The Merchant Parties who are plaintiffs in the Merchant Class Actions assert the Chehebars are liable to them in the Merchant Class Actions.
- b. The question of the legality of the MCA Agreements was actually litigated before this Court in the SEC Action;

- c. Resolution of the legality of the MCA Agreements was a critical and necessary part of the adjudication previously made in the SEC Action;
- d. The Merchant Parties had a full and fair opportunity to litigate the legality of the MCA Agreements in the SEC Action;
- e. The plaintiffs in the Merchant Class Actions were either parties to, or in privity with, the parties in the SEC Action because their interests were aligned with those of The Merchant Parties who litigated the issue of the legality of the MCA Agreements in the SEC Action. Further, those of The Merchant Parties who litigated the issue of the legality of the MCA Agreements in the SEC Action adequately represented any absent merchant’s interests concerning that issue;
- f. The claims at issue in the Merchant Class Actions are subject to collateral estoppel as a result of the prior ruling by this Court in the SEC Action; and,
- g. The Order Approving this Supplemental Agreement is a final appealable judgment under Rule 54(b).

IN WITNESS WHEREOF, the Parties, by and through their authorized representatives, have executed this Agreement as of the date set forth below.

DATE: 01 / 12 / 2026

Radiant Images, Inc.

Gianna Wolfe

By: _____

DATE: 01 / 12 / 2026

Gianna Wolfe

Gianna Wolfe

DATE: 01 / 09 / 2026

Tourmappers North America, LLC

Julie Katz

By: _____

DATE: 01 / 09 / 2026

Julie Katz

Julie Katz

01 / 09 / 2026
DATE: _____

HMC Inc.
Kara DiPietro

By:

01 / 09 / 2026
DATE: _____

Kara DiPietro

Kara DiPietro

01 / 12 / 2026
DATE: _____

Gex Management, Inc.
Carl Dorvil

By:

01 / 12 / 2026
DATE: _____

Carl Dorvil

Carl Dorvil

01 / 09 / 2026
DATE: _____

Knava's Bounce House Rentals, LLC
JSP

By:

01 / 09 / 2026
DATE: _____

JSP

Joshua Speakman

01 / 09 / 2026
DATE: _____

Legend Adventures, LLC
[Signature]


By:

DATE: 01 / 09 / 2026



Shaun Alldredge

DATE: 01 / 09 / 2026

MH Marketing Solutions Group, Inc.


By:


DATE: 01 / 09 / 2026


Michael Heller

DATE: 01 / 09 / 2026


Michael Foti

DATE: 01 / 09 / 2026

Sunrooms America, Inc.

By:

DATE: 01 / 12 / 2026

Petropangea, Inc.
J. R. Harrison
By:

DATE: 01 / 12 / 2026

J. R. Harrison
JR Harrison

DATE: 01 / 09 / 2026

Sean Whalen
Sean Whalen

DATE: 01 / 09 / 2026 _____



Yngris Iris Chen

DATE: 01 / 09 / 2026 _____

Flexogenix Group, Inc. d/b/a Flexogenix
North Carolina, PC d/b/a Flexogenix
Georgia, PC d/b/a Flexogenix, Inc. d/b/a
Flexogenix PC
Sean Whalen

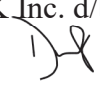
By: _____

DATE: 01 / 09 / 2026 _____

Gelato on Hudson LLC d/b/a Haagen Dazs

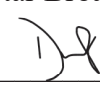

By: _____

DATE: 01 / 09 / 2026 _____

RKDK Inc. d/b/a Haagen Dazs


By: _____

DATE: 01 / 09 / 2026 _____

Asia Star Broadcasting Inc.


By: _____

DATE: 01 / 09 / 2026 _____



Daniel Shah

DATE: 01 / 09 / 2026 _____

Fleetwood Services LLC
Pam fleetwood

By: _____

DATE: 01 / 09 / 2026 _____

Pam fleetwood

Pamela Fleetwood

DATE: 01 / 09 / 2026 _____

Robert

Robert Fleetwood

DATE: 01 / 09 / 2026 _____

Perfect Impression Inc.
Susan Abrahams

By:

DATE: 01 / 09 / 2026 _____

Susan Abrahams

Susan Abrahams

DATE: 01 / 09 / 2026 _____

Tzvi

Tzvi Odzer

DATE: 01 / 09 / 2026 _____

B and T Supplies, Inc. d/b/a B and T Supply
d/b/a Biggest Book.com
Tzvi

By:

DATE: _____

GemJ Chehebar Grat, LLC

Josef Chehebar
By: Authorized Representative
Josef Chehebar

DATE: _____


Josef Chehebar
Josef Chehebar

DATE: _____

Isaac Shehebar
Isaac Shehebar

DATE: _____

Ryan K. Receiver, solely in his capacity as
Receiver for the Receivership Entities


By: Ryan K. Stumphauzer
Court-Appointed Receiver

Signature: 
Isaac Shehebar (Jan 22, 2026 13:43:05 EST)
Email: isaac@skiva.com

Signature: 
Email: jojo@chehebar.com

Exhibit “4”

**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.

**[PROPOSED] ORDER GRANTING RECEIVER’S MOTION TO APPROVE
SETTLEMENT AGREEMENT WITH THE CEHEHABRS AND MERCHANTS**

THIS CAUSE comes before the Court upon the Receiver’s Motion to Approve Settlement Agreement with the Chehebars and Merchants, filed on April 3, 2026, [ECF No. _____] (“Motion”). In the Motion, the Receiver requests the Court’s approval of a settlement agreement entered into between and among Ryan K. Stumphauzer, Esq., Court-Appointed Receiver (“Receiver”) of Complete Business Solutions Group, Inc. (“CBSG”), the Chehebars,¹ and the Merchant Parties.² The Court having carefully reviewed the Motion and the record in this matter, it is hereby

¹ “The Chehebars” are GEMJ Chehebar Grat, LLC, Josef Chehebar, and Isaac Shehebar.

² B&T Supplies, Inc., Tzvi Odzer, RKDK Inc., Gelato on Hudson LLC, Asia Star Broadcasting Inc., Daniel Shah, MH Marketing Solutions Group, Inc., Michael Heller, TourMappers North America, LLC, Julie Katz, Perfect Impression Inc., Susan Abrahams, Sean Whalen, Yingyin Iris Chen, Flexogenix Group, Inc. d/b/a Flexogenix North Carolina, PC d/b/a Flexogenix Georgia, PC d/b/a Flexogenix, Inc. d/b/a Flexogenix PC, HMC Incorporated, Kara DiPietro, Fleetwood Services, LLC, Robert L. Fleetwood, and Pamela A. Fleetwood are referred to as “The Merchants”. The Merchants and Radiant Images, Inc. and Gianna Wolfe, Gex Management, Inc., Carl Dorvil, Knava’s Bounce House Rentals, LLC, Joshua Speakman, Legend Adventures, LLC, Shaun Alldredge, Sunrooms America, Inc., Michael Foti, Petropangea, Inc., and JR Harrison, who are

ORDERED AND ADJUDGED that the Motion is **GRANTED**, as follows:

A. Overview

The Amended Order Appointing Receiver authorizes, empowers, and directs the Receiver to pursue and defend all claims that may be brought by or asserted against the Receivership Estates. *See* Amended Order Appointing Receiver, [ECF No. 141] at ¶7(J). Through this Motion, the Receiver seeks the Court’s approval of a Supplemental Merchant Settlement Agreement that the Receiver has entered into with the Chehebars and the Merchant Parties (the “Supplemental Agreement”). A copy of the Supplemental Agreement was attached to the Motion as Exhibit 3, [ECF No. _____-3].

“The district court has broad powers and wide discretion to determine relief in an equity receivership.” *SEC. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992). In such an action, a district court has the power to approve a settlement that is fair, adequate and reasonable, and is the product of good faith after an adequate investigation by the receiver. *Sterling v. Stewart*, 158 F.3d 1199 (11th Cir. 1998). “Determining the fairness of the settlement is left to the sound discretion of the trial court and we will not overturn the court’s decision absent a clear showing of abuse of that discretion.” *Id.* at 1202 (quoting *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984).

To approve a settlement in an equity receivership, a district court must find the settlement is fair, adequate and reasonable, and is not the product of collusion between the parties. *Sterling*, 158 F.3d at 1203. To determine whether the settlement is fair, the court should examine the following factors: “(1) the likelihood of success; (2) the range of possible [recovery]; (3) the point on or below the range of [recovery] at which settlement is fair, adequate and reasonable; (4) the

also merchants, entered into the settlement agreement. Collectively, The Merchants and these additional merchants are referred to as the “Merchant Parties.”

complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved.” *Id.* at 1203 n.6 (citing *Bennett*, 737 F.2d at 986 (11th Cir. 1984)).

Upon due consideration of these governing factors, the Court agrees that the Supplemental Agreement should be approved. The Merchants’ claims against the Chehebars directly implicate the Court’s prior determination that the Receivership Entities’ merchant cash advance (“MCA”) agreements are enforceable and not usurious. Relitigating that issue before this Court and several other courts will require participation from the Receiver and further litigation before this Court.

The settlement will also prevent undue burden and cost on the receivership in litigating the appropriate scope of discovery, if any, and likely responding to broad discovery requests from both the Chehebars and the Merchants in connection with four separate class action lawsuits. But for this settlement, the Receiver will be forced to spend significant time and resources addressing the parties’ discovery demands.

B. The Merchants’ claims related to the legality of the MCA Agreements are subject to collateral estoppel.

1. The Claims Process

On December 23, 2022, the Court entered an Order approving the proof of claim form, establishing a claim bar date and notice procedures and approving a procedure to administer and determine claims. *See* [ECF No. 1471] (“Claim Administration Order”). Relevant here, the Court ordered “[a]ll Claimants . . . asserting or who believe they are entitled to assert a Claim or assert a right to distribution from the Receivership Estate, regardless of whether the Claim is held with or through any individual or entity or based on a primary, secondary, direct, indirect, secured, unsecured, unliquidated or contingent liability **MUST** timely and properly submit a Proof of Claim.” *Id.* at ¶4, p.2.

The Claim Administration Order instructed that capitalized terms shall have the meaning ascribed to them in the Receiver’s Motion to Establish and Approve Claims Process. *Id.* at n.1, p.1. “Claimants” was defined in the Receiver’s Motion to Establish and Approve Claims Process as “all claimants holding a claim against any of the Receivership Entities arising out of the activities of the Receivership Entities.” [ECF No. 1467 (“Receiver’s Motion to Establish and Approve Claims Process”)] at p.6. The Claims Administration Order determined that:

Submission of a Proof of Claim in this case constituted consent to the jurisdiction of the Court for all purposes and constitutes agreement to be bound by its decisions, including, without limitation, a determination as to the extent, validity and amount of any Claim asserted against the Receivership Estate. The submission of a Proof of Claim also constituted consent to be bound by the decisions of the Court as to the treatment of the Claim in a Court-approved distribution plan.

Claim Administration Order at ¶18, p.11.

2. Merchant Participation in Claim Process and Resolution by This Court

On March 10, 2023, certain Merchants that had entered into MCA Agreements with CBSG or other related entities filed a motion seeking relief from the litigation stay that had previously been entered by the Court and for leave to participate in the claim process without prejudice to their rights to pursue claims and proceedings. *See* [ECF No. 1527] (“Merchant Expedited Motion”).³ These Merchants argued that they should be permitted to pursue civil RICO claims on behalf of themselves and others in the form of class actions, based upon the predatory, extortionate, and usurious lending practices of CBSG and its affiliates. *Id.* The Merchants sought leave to pursue claims against CBSG, other receivership entities, and investors in CBSG. *Id.* Specifically,

³ Radiant Images, Inc., Giane Wolfe, Tourmappers North America, LLC, Julie Paula Katz, Fleetwood Services, LLC, Robert Fleetwood, Pamela Fleetwood, Gex Management, Inc., Carl Dorvil, Kara DiPietro, MH Marketing Solutions Group, Inc., Michael Heller, Sunrooms America, Inc., Michael Foti, Petropangea, Inc., Johnny Harrison, Sean Whalen and Yngyin Iris Chen.

these Merchants identified 11 cases that had already been filed, which they sought to pursue outside of the claims administration process. Three (3) of those cases were:

- *Fleetwood Services, LLC, Robert Fleetwood and Pamela Fleetwood Complete Business Solutions Group, Inc., d/b/a Par Funding; Prime Time Funding LLC and John and Jane Doe Investors*, United States District Court for the Eastern District of Pennsylvania, Case No. 18-cv-00268 (JS).
- *HMC Incorporated and Kara DiPietro v. Complete Business Group, Inc. d/b/a Par Funding and Fast Advance Funding, Inc.*, United States District Court, Eastern District of Pennsylvania, Case No., 19-cv-3285.
- *Complete Business Solutions Group, Inc. v. Sean Whalen and Yingyin Iris Chen*, United States District Court, Eastern District of Pennsylvania, Case No. 19-cv-06181.

Id. at p.22.⁴

The Receiver opposed the Merchant Expedited Motion and argued that the MCA Agreements are governed by Pennsylvania choice of law provisions and that the assertion that the MCA Agreements are usurious was meritless. *See* [ECF No. 1529] at pp.15-16. On March 16, 2023, the Court denied the Merchant Expedited Motion and directed that the Merchants submit claims in accordance with the Claims Administration Order. *See* [ECF No. 1530].

The Receiver received, reviewed and recommended rejection of claims from the following merchants and individuals, who had filed pre-receivership litigation: Radiant Images, Inc., Gianna Wolfe, Tourmappers North America, LLC, Julie Paula Katz, Fleetwood Services, LLC, Gex Management, Inc., Carl Dorvil, Kara DiPietro, MH Marketing Solutions Group, Inc., Sunrooms America, Inc., Michael Foti, Petropangea, Inc., Sean Whalen and Yngyin Iris Chen. *See* [ECF Nos. 1843 (“Claims Motion”), 1843-5]. In doing so, the Receiver explained that he disputed that the MCA agreements constituted usurious loans. Claims Motion at p.39 (“These merchants argued

⁴ *Fleetwood, HMC, B&T, and Whalen*, have all been transferred to this Court and have been consolidated by this Court under Southern District of Florida Case Numbers 24-81424 (*HMC*).

that the merchant cash advances were usurious loans and that CBSG operated as a RICO enterprise in the business of collecting upon unlawful debts. The Receiver denied these claims, noting that the Receiver disputes the basis for the claim, and has determined no money is owed to these merchants per the books and records for the Receivership Entities.”). Because the Receiver was engaged in ongoing settlement discussions with these Merchants, he requested the Court defer ruling on his recommended treatment of the Merchants’ claims. *Id.* at p.39.

On April 23, 2024, the Court set a briefing schedule for objections to the Receiver’s proposed claim treatment to be filed. *See* [ECF No. 1845]. On May 7, 2025, Radiant Images, Inc., Gianna Wolfe, Tourmappers North America, LLC, Julie Paula Katz, Kara DiPietro, HMC Inc., Fleetwood Services, LLC, Robert Fleetwood, Pamela Fleetwood, Gex Management, Inc., Carl Dorvil, MH Marketing Solutions Group, Inc., Michael Heller, Sunrooms Group, Inc., Michael Foti, Petropangea, Inc., Johnny Harrison, Volunteer Pharmacy, LLC, Chad Frost, Sean Whalen and Yngyin Iris Chen, filed a memorandum of law in opposition to the Receiver’s recommended claim determination. *See* [ECF No. 1887 (the “Merchant Opposition”)].

The Merchant Opposition asserted that CBSG’s practices “gave rise to a variety of claims [by merchants] for breach of contract, fraud, usury and civil RICO stemming from wire fraud, mail fraud and collection of an unlawful debt and extortion, and that the claims were legitimate and should be allowed. *See, e.g.,* Merchant Opposition at p.10. The Merchants argued extensively why they believed the MCA Agreements were usurious and unlawful. *Id.* at pp.11-14. The Merchants also challenged this Court’s jurisdiction to adjudicate their claims. *Id.* at pp.14-17.

The Receiver filed his response on May 21, 2024, and argued that the Merchants’ position was meritless. *See* [ECF No. 1929]. First, the Receiver argued that the MCA Agreements were not loans, but instead were bona fide sales of accounts receivable. Second, the Receiver argued

that even if they were loans, the MCA Agreements were governed by a Pennsylvania choice of law provision, and therefore the Merchants “still cannot satisfy the elements for usury or RICO under controlling Pennsylvania law” because “Pennsylvania statutorily exempts ‘business loans of any principal amount’ from maximum interest rate requirements.” *Id.* at pp. 3-6. Finally, the Receiver argued that this Court, “rather than multiple federal, state, or arbitration tribunals—is the proper body to adjudicate Merchants’ claims” and that they have been provided with adequate and appropriate due process in having their claims litigated before this Court. *Id.* at pp.8-12.

On June 26, 2024, this Court entered its Order Granting the Receiver’s Proposed Treatment of Claims. *See* [ECF No. 1976 (the “Claims Order”)]. The Court noted that in its Claims Motion, the Receiver recommended the Court defer ruling upon its recommendations, but that the Merchants “filed a twenty-page response to the Claims Motion, arguing why their claims have merit and that they should be permitted to pursue their claims in other jurisdictions, outside of the instant claims process.” Claims Order at p.37. The Court noted the Receiver’s response to the merchant response and explained that “[b]ecause these merchants urge the Court to rule on their objections to the Receiver’s Claims Motion, and the Receiver and merchants have adequately presented facts and evidence in support of their respective positions, the Court will accept the merchants’ invitation and rule on these claims and objections.” *Id.* at p.37. The Court’s ruling was as follows:

The Court has carefully reviewed the Receiver’s proposed claim determinations for these merchants, the arguments and factual information contained within the merchants’ Responses to the Claims Motion, and the detailed claims files, notices of determination, and objections to the Receiver’s determinations for those disputed claims that are the subject of the merchants’ Responses. Based on this review, the Court determines that the merchants’ objections to the Claims Motion are **OVERRULED**. Additionally, the Court finds that the Receiver’s claims determinations for these merchants are well supported and reasonable. Accordingly, the Court finds by a preponderance of the evidence, based on a careful review of the record, that the Receiver’s ultimate rejection of the merchants’ claims

is reasonable. Therefore, the Receiver's claims determinations as to the merchants' claims are **APPROVED**.

Id. at p.37.⁵

On July 19, 2024, the Merchants appealed this Court's Claims Order.⁶ *See* [ECF No. 1996]. The appellate court issued two jurisdictional questions. First, the court inquired whether the Claims Order was a final appealable Order. Second, the court inquired whether the Merchants had standing to appeal. Regarding standing, the Merchants responded that "it cannot be disputed that Appellants participated in the district court action. For instance, on May 3, 2024, Appellants filed a motion for leave to file excess pages for their brief in opposition to the Receiver's motion that lead to the [Claims] Order...". *See* Merchant Response to Jurisdictional Question, [Doc. 17 at p.2], *Radiant Images, Inc. et al. v. Ryan K. Stumphauzer*, No. 24-12350 (11th Cir. Aug. 23, 2024). The Eleventh Circuit Court of Appeals dismissed the appeal because the Claims Order was a non-appealable interlocutory order. *Sec. & Exch. Comm'n v. Complete Bus. Sols. Group, Inc.*, No. 24-12350, 2024 WL 4785772 (11th Cir. Nov. 14, 2024).

3. *The Pending Merchant Lawsuits Against the Chehebars*

The Merchants presently have four lawsuits pending against the Chehebars:

1. *Fleetwood Services LLC v. Complete Bus. Sols. Grp., Inc.*, Case No. 24-cv-80716 (RAR) ("*Fleetwood*");
2. *HMC Inc. v. Complete Bus. Sols. Grp., Inc.*, Case No. 24-cv-81424 (RAR) ("*HMC*");

⁵ Consistent with the Court's findings in the Claims Order, since the appointment of the Receiver in this matter, this Court has granted thirty-five Receiver motions to lift litigation injunctions to permit the Receiver to pursue collection efforts and to enforce MCA Agreements. *See, e.g.*, [ECF No. 2165].

⁶ The appeal was taken by Radiant Images, Inc., Giane Wolfe, Tourmappers North America, LLC, Julie Paula Katz, Kara DiPietro, HMC Inc., Fleetwood Services, LLC, Robert Fleetwood, Pamela Fleetwood, Gex Management, Inc., Carl Dorvil, MH Marketing Solutions Group, Inc., Michael Heller, Sunrooms Group, Inc., Michael Foti, Petropangea, Inc., Johnny Harrison, Volunteer Pharmacy, LLC, Chad Frost, Sean Whalen and Yngyin Iris Chen. ECF No. 1996.

3. *B and T Supplies, Inc. et al. v. GEMJ Chehebar Grat, LLC*, Case No. 25-cv-23855 (RAR) (“*B&T*”); and

4. *Complete Bus. Sols. Grp., LLC v. Whalen*, Case No. 25-cv-23851 (RAR) (“*Whalen*”).

Fleetwood, *HMC*, *B&T*, and *Whalen* (collectively the “Merchant Class Actions”) were consolidated by this Court, and the parties in those proceedings were instructed to file all future pleadings under the *HMC* case.⁷ *HMC*, [ECF No. 175]. In each of the Merchant Class Actions, the Merchants bring a civil RICO claim for damages arising from their purportedly usurious MCA agreements with CBSG. The Chehebars are alleged to be liable based on their investment in CBSG and corresponding role in funding MCA agreements. The Chehebars contest liability in each case.

Absent resolution, extensive discovery will be conducted in the Merchant Class Actions. The Receiver has been operating CBSG for over five years and is in possession of CBSG’s corporate records dating back to 2012. Given the Merchants’ allegations concerning CBSG and the MCA Agreements, much of the anticipated discovery will be directed towards the receivership.

A dispute exists between the parties to the Merchant Class Actions and the Receiver as to the scope of the discovery that will be taken from the Receiver and the viability of the claims that have been pled in those matters. The Receiver’s position is that no discovery should be taken because the Court has previously determined that the MCA Agreements are bona fide purchases of receivables and otherwise legal. The Receiver is likely to incur significant legal expenses litigating these issues and responding to any discovery that is required after motion practice before this Court.

4. *Application of Collateral Estoppel to The Merchants’ Claims*

In this Circuit, “collateral estoppel applies if (1) an identical issue, (2) has been fully litigated, (3) by the same parties or their privies, and (4) a final decision has been rendered by a

⁷ These cases will be referred to collectively as the “Merchant Class Actions” or “*HMC*.”

court of competent jurisdiction.” *Winn-Dixie Stores, Inc. v. Dolgencorp, LLC*, 746 F.3d 1008, 1036 (11th Cir. 2014) (citing *Quinn v. Monroe Cnty.*, 330 F.3d 1320, 1329 (11th Cir.2003)). As explained above, the court finds that (1) it has already adjudicated the legality of the MCA agreements, (2) the issue was fully and actually litigated before this Court, (3) the issue of the legality of the MCA agreements was a critical and necessary part of the Court’s determination that the Merchants’ claims were invalid, and (4) the issue adjudicated in this case is identical to the claim by the Merchants that the MCA agreements were usurious and illegal, as alleged in the Merchant Class Actions.

More specifically, the Court finds that the Merchants had a full and fair opportunity to litigate the legality of the MCA agreements in this action, and that the Merchants in the Merchant Class Actions actually litigated the issue before this Court, or that as putative class members, any absent merchants were in privity with the parties that litigated the issue in this case because their interests were aligned and the Merchants who litigated the issue of the legality of the MCA agreements in this case adequately represented any absent merchant’s interests concerning that issue. Accordingly, the claims by the Merchants in the four actions are subject to collateral estoppel as a result of this Court’s prior ruling that the MCA agreements are not illegal or usurious. *See In re Bilzerian*, 100 F.3d 886, 892 (11th Cir. 1996) (finding that collateral estoppel prevented re-litigation of fraud-related issues that were fully and adequately litigated in prior proceeding).

C. This Order is Considered a Final Judgment Pursuant to Rule 54(b)

Rule 54(b) provides that a district court may enter final judgment on a single claim in an action with multiple claims “if the court expressly determines that there is no just reason for delay.” Fed. R. Civ. P. 54(b). The Eleventh Circuit’s two-part test for certification under Rule 54(b) is set forth in *Lloyd Noland Foundation, Inc. v. Tenet Health Care Corp.*, 483 F.3d 773 (11th Cir. 2007).

First, the Court must determine that its decision is both final and a judgment, such that it disposes of a separable claim or dismisses a party in its entirety. *Id.* at 779. Second, the Court must determine “there is no just reason for delay” in certifying its decision as final. *Id.* at 778.

Here, the settlement agreement satisfies the two-part test set forth in *Lloyd Noland* because it is a partial judgment within the meaning of Rule 54(b). Approval of the settlement agreement by this Court constitutes “a ‘judgment’ in the sense that it is a decision upon a cognizable claim for relief,” and it is “‘final’ in the sense that it is ‘an ultimate disposition of an individual claim entered in the course of a multiple claims action.’” *Curtiss–Wright Corp. v. Gen. Elec. Co.*, 446 U.S. 1, 7 (1980).

First, this is a “decision upon a cognizable claim for relief.” *See id.* at 7. “Claim” in this context does not necessarily mean a “cause of action.” *See SEC v. Cap. Consultants, LLC*, 453 F.3d 1166 (9th Cir. 2006) (orders governing distribution plans in receivership might have been appealable upon district court’s Rule 54(b) certification if the parties had followed the required procedure and “ask[ed] the district court expressly to determine that no just reason for delay exists and to order the entry of judgment”); *Liberte Cap. Grp., LLC v. Capwill*, 148 F. App’x 426, 432 (6th Cir. 2005) (unpublished) (Rule 54(b) certification proper for order in receivership providing for manner of distribution of receivership assets). It is enough that this Court’s order approving the settlement agreement fully and finally resolves the Merchants’ claims that the MCA agreements were illegal and usurious, as well as their request for additional relief beyond what has already been determined in this action. *See Order Approving Settlement*, [ECF No. 554], *SEC v. Quiros*, Case No. 16-cv-21301 (S.D. Fla., April 4, 2019); *Sec. & Exch. Comm’n v. DeYoung*, 850 F.3d 1172 (10th Cir. 2017).

Second, this judgment is “‘final’ in the sense that it is ‘an ultimate disposition of an individual claim entered in the course of a multiple claims action.’” *See Curtiss–Wright*, 446 U.S. at 7. The Merchants’ claims, which have previously been adjudicated in this matter and resolved through a non-final order, are now being fully resolved. In addition, this Order effectively resolves future litigation involving the receivership between merchants and the Chehebars that rests upon the claim that the MCA agreements were illegal and usurious.

Third, this approval of the settlement agreement is entirely separable from the other claims and aspects of the Receivership that will remain pending.

Approval of the settlement agreement satisfies the second part of the two-part test set forth in *Lloyd Noland* because there is no just reason for delay in entering this judgment as a final judgment. District courts have previously found equity was furthered by preventing delay in similar circumstances. *See S.E.C. v. American Pension Serv., Inc.*, 2015 WL 12860498, *13 (D. Utah, December 23, 2015) (making Rule 54(b) certification and finding “not only is there no just reason for delay, but the expediency and efficiency of the administration of this Receivership Estate will be furthered” by certification under Rule 54(b)); *S.E.C. v. Alleca*, 2016 WL 2858847, *2 (N.D. Ga., May 16, 2016) (certifying approval of settlement under Rule 54(b) to prevent delays in a receiver collecting and distributing settlement proceeds); Order Approving Settlement, [ECF No. 554], *SEC v. Quiros*, Case No. 16-cv-21301 (S.D. Fla. April 4, 2019).

Without Rule 54(b) findings that will allow the settlement agreement to become “final,” the settlement agreement will not take effect, if at all, until some unknown future date, and litigation surrounding discovery sought in the Merchant Class Actions will be inevitable—at great cost to the Receivership Estate. Thus, a lack of Rule 54(b) findings will delay and diminish further distributions in this action beyond only the sums and considerations at issue in the settlement

agreement. That fact counsels strongly in favor of certifying this order as a partial final judgment under Rule 54(b).

The Amended Order Appointing Receiver authorizes, empowers and directs the Receiver to compromise claims and actions involving Receivership Property. *See* [ECF No. 141, ¶¶37, 42]. Accordingly, the Court determines that approving the settlement agreement—which will resolve the last significant litigation related to the Receivership Estate that currently remains pending—is advisable and will benefit the Receivership Estate. Therefore, the Receiver’s settlement agreement with the Chehebars and the Merchant Parties, [ECF No. ____-3], is hereby **APPROVED**. It is further **ADJUDGED** that this Order is considered a final judgment pursuant to Federal Rule of Civil Procedure 54(b).

DONE AND ORDERED in Miami, Florida, this ____ day of April, 2026.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record

Exhibit “5”

**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.

**[PROPOSED] ORDER ESTABLISHING BRIEFING SCHEDULE
ON (1) RECEIVER'S MOTION TO APPROVE STIPULATION
REGARDING REDUCTION TO REMAINING ACCOUNT BALANCES FOR
CERTAIN MERCHANTS AND (2) RECEIVER'S MOTION TO APPROVE
SETTLEMENT AGREEMENT WITH THE CHEHEBARS AND MERCHANTS**

THIS CAUSE comes before the Court upon (1) the Receiver's Motion to Approve Stipulation Regarding Reductions to Remaining Account Balances for Certain Merchants, filed on March __, 2026, [ECF No. _____] ("Motion to Approve Stipulation"); and (2) the Receiver's Motion to Approve Settlement Agreement with the Chehebars and Merchants, filed on April 3, 2026, [ECF No. ____] ("Motion to Approve Settlement"). In the Motion to Approve Stipulation, the Receiver requests the Court's approval of a stipulation regarding reductions to be applied to the account balances for certain merchants and guarantors with pending merchant cash advance account balances with the Receivership Entities. In the Motion to Approve Settlement, the Receiver requests the Court's approval of a supplemental settlement agreement with the Chehebars and certain merchants. The Court having carefully reviewed the Motion to Approve Stipulation, the Motion to Approve Settlement, and the record in this matter, it is hereby

ORDERED AND ADJUDGED as follows:

1. Any interested parties are permitted to file a response to the Motion to Approve Stipulation and the Motion to Approve Settlement **on or before April _____, 2026.**

2. If no responses are filed by April _____, 2026, the Court will consider granting the Motion to Approve Stipulation and Motion to Approve Settlement as unopposed.

3. If any responses are filed by the deadline, the Receiver shall file a reply to each response, or each category of response, if applicable, **on or before April _____, 2026.**

DONE AND ORDERED in Miami, Florida, this _____ day of April, 20206.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record