

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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

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

Defendants.

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**RECEIVER, RYAN K. STUMPHAUZER’S COMBINED TENTH MOTION  
TO LIFT LITIGATION INJUNCTION AS TO CERTAIN GARNISHMENT  
PROCEEDINGS, TO ALLOW RECEIVER TO RELEASE OR REMOVE SECURITY  
AGREEMENTS, AND TO AUTHORIZE RECEIVER TO ENTER INTO A  
STIPULATION WITH MEMBERS COOPERATIVE CREDIT UNION**

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

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<sup>1</sup> The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a Par Funding; Full Spectrum Processing, Inc.; ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan; ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC; ABFP Income Fund, LLC; ABFP Income Fund 2, L.P.; United Fidelis Group Corp.; Fidelis Financial Planning LLC; Retirement Evolution Group, LLC; RE Income Fund LLC; RE Income Fund 2 LLC; ABFP Income Fund 3, LLC; ABFP Income Fund 4, LLC; ABFP Income Fund 6, LLC; ABFP Income Fund Parallel LLC; ABFP Income Fund 2 Parallel; ABFP Income Fund 3 Parallel; ABFP Income Fund 4 Parallel; ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Investment Fund 2 LP; MK Corporate Debt Investment Company LLC; Capital Source 2000, Inc.; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consultants, Inc.; 20 N. 3rd St. Ltd.; 118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; Liberty Eighth Avenue LLC; The LME 2017 Family Trust; Blue

Litigation Injunction as to Certain Garnishment Proceedings, to Allow Receiver to Release or Remove Security Agreements, and to Authorize Receiver to Enter Into a Stipulation with Members Cooperative Credit Union, and states as follows:

**I. MOTION TO LIFT LITIGATION INJUNCTION AS TO CERTAIN GARNISHMENT PROCEEDINGS.**

1. The Receiver hereby moves this Court to lift the Litigation Injunction for the limited purpose of allowing the Receiver, in his discretion, to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments, where the counterparty merchant either has resolved or agreed to resolve prior defaults, or filed for bankruptcy protection, in the following cases in the Court of Common Pleas of Philadelphia County, Pennsylvania.<sup>2</sup>

2. The cases are:

- a. *Complete Business Solutions Group, Inc. v. Junk Yard Saloon Bombshells Tavern LLC And Nikadena Santonino*, Docket No. 191202441.
- b. *Complete Business Solutions Group, Inc. v. Progressive Title Services and Charlene Henry*, Docket No. 190701039.
- c. *Complete Business Solutions Group, Inc. v. Road Less Traveled Transport LLC and Greg Ward Mock*, Docket No. 191200095.
- d. *Complete Business Solutions Group, Inc. v. Colorado Homes LLC d/b/a CO Homes LLC d/b/a Alfa Design d/b/a Colorado World Resorts LLC d/b/a Colorado Farms LLC d/b/a ECH LLC d/b/a Colorado Homes LLC, United by ECH LLC and Ranko Mocevic and Stephan Mocevic*,

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Valley Holdings, LLC; LWP North LLC; and 500 Fairmount Avenue, LLC and the Receivership Estate also includes the properties located at 568 Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; and 107 Quayside Dr., Jupiter FL 33477.

<sup>2</sup> See the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] (the "Operative Receivership Order"). The Receiver generally incorporates the background section of his prior Motions to Lift Litigation Injunction as to Certain Garnishment Proceedings. [See, e.g. ECF Nos. 111, 145, 198, 232, and 264.]. To conserve resources and promote efficiency, the Receiver is providing only a summary narrative, as approved by the Court at the October 7, 2020 status conference.

Docket No. 200302052 (Only as to Bank of America joint accounts in the names of Defendants and wives and/or children—Specifically Account Ending 6282).

- e. Complete Business Solutions Group, Inc. v. Action Vehicle Engineering, Inc and William Hammon*, Docket No. 190901237.
- f. Complete Business Solutions Group, Inc. v. Edward Bandurske dba Laker Drive In and Edward Bandurske*, Docket No. 200300391.
- g. Complete Business Solutions Group, Inc. v Aussie Moving Inc. and Paul Luoma*, Docket No. 200201412.

3. The Receiver has determined, in his professional judgment, that it is in the best interests of the Receivership Estate to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments with respect to these cases.

## **II. MOTION TO LIFT LITIGATION INJUNCTION TO ALLOW RECEIVER TO RELEASE OR REMOVE SECURITY AGREEMENTS .**

4. On January 2, 2019, Uphold Appraisal Team, LLC (“Uphold Appraisal”) entered into a Factoring Agreement with Par Funding, guaranteed by Jeff Uphold (“Uphold”). On January 7, 2019, Mollie J. Uphold, as Mortgagor, entered into a Security Agreement with Par Funding, which was filed as an encumbrance on real property. The obligation was satisfied and, according to Par Funding’s books and records, the amount outstanding on the Agreement is \$0.00. The Receiver seeks the Court’s permission to lift the litigation injunction to release and/or remove the Security Agreement

5. On November 20, 2018, Progressive Title Services (“Progressive”) entered into a Factoring Agreement with Par Funding, guaranteed by Charlene Henry (“Henry”). On November 20, 2018, Henry entered into a Security Agreement with Par Funding, which was filed as an encumbrance on real property. The obligation has satisfied and, according to Par Funding’s books and records, the amount outstanding on the Agreement is \$0.00. The Receiver seeks the Court’s permission to lift the litigation injunction to release and/or remove the Security Agreement.

6. On January 10, 2019, Greenwood Collision, Inc. (“Greenwood”) entered into a Factoring Agreement with Par Funding, guaranteed by Robert Myshkoff (“Myshkoff”). On January 15, 2019, Myshkoff entered into a Security Agreement with Par Funding, which was filed as an encumbrance on real property. As part of an agreement with Greenwood and Myshkoff, the Receiver seeks the Court’s permission to lift the litigation injunction to release the Security Agreement.

**III. MOTION TO LIFT LITIGATION INJUNCTION TO AUTHORIZE RECEIVER TO ENTER INTO A STIPULATION WITH MEMBERS COOPERATIVE CREDIT UNION.**

7. On October 31, 2014, Robert A. Hansen and Jacquelyn R. Hansen (the “Hansens”) executed an Open-Ended Mortgage in favor of Members Cooperative Credit Union (“Members”) in the amount of \$304,000.00 (recorded November 4, 2014, in the Public Records of Bayfield County, Wisconsin, at Volume 1134, Page 448 as Document # 2014R-556630) on property described as follows (“the Bayfield Property”):

Lots One (1) and Two (2) of Certified Survey Map No. 2065, as recorded in Volume 12 of Surveys on Page 137, as Document No. 2018R-575641; located in and being part of Government Lot Two (2), Section Twelve (12), Township Fifty (50) North, Range Four (4) West, Town of Bayfield, Bayfield County, Wisconsin.

Parcel ID Nos. 04-006-2-50-04-12-4 05-002-6100; 04-006-2-50-04-12-4 05-002-6200

Physical Address: 86030 E. Lynde Avenue, Bayfield, Wisconsin 54814

8. On October 31, 2014, the Hansens executed a second Open-Ended Mortgage in favor of Members in the amount of \$25,000.00 (recorded November 4, 2014, in the Public Records of Bayfield County, Wisconsin, at Volume 1134, Page 457 as Document # 2014R-556631) on the Bayfield Property.

9. On March 22, 2019, the Hansens executed a Real Estate Security Agreement in favor of Complete Business Solutions Group, Inc. in the amount of \$245,000.00 (recorded in the Public Records of Bayfield County, Wisconsin, as Document # 2019R-576801), securing the Bayfield Property.

10. On November 10 2020, Members commenced a foreclosure action in the Circuit Court of Bayfield County, Wisconsin at Case No. 20-CV-99, styled *Members Cooperative Credit Union v. Robert A. Hansen, Winnfield Inn, Inc., and Complete Business Solutions Group, Inc.*

11. Members' Mortgages are valid and perfected and take priority over Par Funding's real estate security agreement.

12. Upon information and belief, the Bayfield Property is abandoned with Members having the keys and assuming responsibility for its care and upkeep.

13. In order to protect the Bayfield Property and maximize the money available to Members and Par Funding, Members proposes a stipulation to be submitted to Bayfield County Court permitting the usual and customary judgment of foreclosure and deficiency with a five-week redemption period and sheriff's sale.

14. As of February 5, 2021, there is due and owing Members on its first and second mortgage, \$282,768.50 and \$12,309.05 (not including attorney's fees, taxes, utilities, maintenance and service charges, interest accruing after February 5, 2021 and other loan-related expenses).

15. The proposed stipulation provides that, in the event there are surplus sale proceeds beyond Members' indebtedness and related expenses, Par Funding shall be entitled to those proceeds to the extent of its Real Estate Security Agreement.

16. The proposed stipulation is in the best interest of the Receivership Estate.

17. In sum, the proposal set forth by Members protects Par Funding's right to distribution as a subordinate lienholder, while increasing the probability of a sales price high enough to allow Par Funding to receive a distribution.

18. Lifting the stay to allow for the action identified in this Motion is proper as it presents the greatest opportunity for the Receivership Estate to capture value in the Bayfield Property from the subordinate liens and to potentially bring assets into the Receivership Estate.

WHEREFORE, Ryan K. Stumphauzer, as Court-Appointed Receiver, by and through his undersigned counsel, respectfully requests this Honorable Court to grant the motion and lift the Litigation Injunction on a limited basis as set forth above. A proposed order for the Court's consideration is attached as Exhibit 1.

**CERTIFICATION REGARDING PRE-FILING CONFERENCE**

The undersigned counsel has conferred with all counsel of record in this matter regarding the relief sought through this motion and certifies that Lisa McElhone and Joseph LaForte oppose the relief requested because they object to the release of any security or collateral by the Receiver. Counsel of record for the remaining Defendants have either conformed that their clients take no position with respect to the relief sought, or have not responded to the Receiver's meet-and-confer requests. The SEC also takes no position on the motion to lift the litigation injunction. Its position on the underlying transaction was not solicited and therefore none was provided.

Dated: March 15, 2021

Respectfully Submitted,

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*Co-Counsel for Receiver*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on March 15, 2021, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya  
TIMOTHY A. KOLAYA



**EXHIBIT 1**

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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

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

Defendants.

\_\_\_\_\_ /

**[PROPOSED] ORDER GRANTING THE RECEIVER'S COMBINED  
TENTH MOTION TO LIFT LITIGATION INJUNCTION AS TO CERTAIN  
GARNISHMENT PROCEEDINGS, TO ALLOW RECEIVER TO RELEASE OR  
REMOVE SECURITY AGREEMENTS, AND TO AUTHORIZE RECEIVER TO ENTER  
INTO A STIPULATION WITH MEMBERS COOPERATIVE CREDIT UNION**

**THIS CAUSE** comes before the Court upon the Combined Tenth Motion to Lift Litigation Injunction as to Certain Garnishment Proceedings, to Allow Receiver to Release or Remove Security Agreements, and to Authorize Receiver to Enter Into a Stipulation with Members Cooperative Credit Union [ECF No. \_\_\_\_] ("Motion"), filed on March 15, 2021.

In Section I of the Motion, the Receiver seeks to modify the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order for certain garnishment matters currently pending in the Court of Common Pleas of Philadelphia County, Pennsylvania to be opened for the limited purpose to allow the Receiver, in his discretion, to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments, where the counterparty merchant either has

resolved or agreed to resolve prior defaults, or filed for bankruptcy protection, in certain cases in the Court of Common Pleas of Philadelphia County, Pennsylvania.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

**ORDERED AND ADJUDGED** that Receiver's Motion is **GRANTED** with respect to the relief requested in Section I thereof. Specifically, the litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted in the following matters in the Court of Common Pleas of Philadelphia County, Pennsylvania, and solely for the purpose as described in the Motion:

- a. *Complete Business Solutions Group, Inc. v. Junk Yard Saloon Bombshells Tavern LLC And Nikadena Santonino*, Docket No. 191202441.
- b. *Complete Business Solutions Group, Inc. v. Progressive Title Services and Charlene Henry*, Docket No. 190701039.
- c. *Complete Business Solutions Group, Inc. v. Road Less Traveled Transport LLC and Greg Ward Mock*, Docket No. 191200095.
- d. *Complete Business Solutions Group, Inc. v. Colorado Homes LLC d/b/a CO Homes LLC d/b/a Alfa Design d/b/a Colorado World Resorts LLC d/b/a Colorado Farms LLC d/b/a ECH LLC d/b/a Colorado Homes LLC, United by ECH LLC and Ranko Mocevic and Stephan Mocevic*, Docket No. 200302052.
- e. *Complete Business Solutions Group, Inc. v. Action Vehicle Engineering, Inc and William Hammon*, Docket No. 190901237.
- f. *Complete Business Solutions Group, Inc. v. Edward Bandurske dba Laker Drive In and Edward Bandurske*, Docket No. 200300391.
- g. *Complete Business Solutions Group, Inc. v Aussie Moving Inc. and Paul Luoma*, Docket No. 200201412.

In Section II of the Motion, the Receiver seeks to modify the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order to allow the Receiver to release or remove security agreements for

merchants that have paid off or otherwise resolved their account balances under merchant cash agreements they entered into with Par Funding.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

**ORDERED AND ADJUDGED** that the Receiver's Motion is **GRANTED** with respect to the relief requested in Section II thereof. Specifically, the litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted so as to allow the Receiver to release the following Security Agreements:

- a. The January 7, 2019, Security Agreement between Mollie J. Uphold, as Mortgagor and Par Funding.
- b. The November 20, 2018, Security Agreement between Charlene Henry and Par Funding.
- c. The January 15, 2019, Security Agreement between Robert Myshkoff and Par Funding.

In Section III of the Motion, the Receiver seeks to modify the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], for the limited purpose of lifting the litigation injunction provided for in that Order to permit the Receiver to enter into a Stipulation with Members Cooperative Credit Union to be submitted to Circuit Court of Bayfield County, Wisconsin permitting foreclosure and sheriff's sale on the Bayfield Property.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

**ORDERED AND ADJUDGED** that Receiver's Motion is **GRANTED** with respect to the relief requested in Section III thereof. Specifically, the litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted to Authorize Receiver to enter into a Stipulation with Members Cooperative Credit Union to be

submitted to Circuit Court of Bayfield County, Wisconsin permitting foreclosure and sheriff's sale on the Bayfield Property.

**DONE AND ORDERED** in Fort Lauderdale, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Copies to: Counsel of record