

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 18-cv-62593-DPG

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

SIMPLE HEALTH PLANS, LLC, et al,

Defendants.

**MOTION FOR AUTHORITY TO CANCEL VEHICLE LEASE
AND RETURN LAMBORGHINI TO LESSOR**

Michael I. Goldberg, as the court-appointed temporary receiver (the “Receiver”) over defendants Simple Health Plans LLC, Health Benefits One LLC, Health Center Management LLC, Innovative Customer Care LLC, Simple Insurance Leads LLC, Senior Benefits One LLC, and their subsidiaries, affiliates, successors and assigns (each, a “Receivership Entity” and collectively, the “Receivership Entities”) hereby moves this Court for entry of an Order authorizing the Receiver to cancel a vehicle lease and return the leased Lamborghini to the lessor. In support of this motion, the Receiver states as follows:

Background

1. On October 29, 2018, the Federal Trade Commission (the “FTC”) filed a Complaint in the United States District Court for the Southern District of Florida against the Receivership Entities and Steven Dorfman (“Mr. Dorfman”) (Mr. Dorfman and the Receivership Entities are collectively referred to as, the “Defendants”), under Section 13(b) of the Federal Trade Commission Act (the “FTC Act”), 15 U.S.C. § 53(b) and the Telemarketing and Consumer Fraud and Abuse Act, 15 U.S.C. §§ 6101-6108, alleging the Defendants violated

Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a) and the FTC's Telemarketing Sales Rule, 16 C.F.R Part 310, as amended. [ECF No. 1].

2. On the same date, the FTC filed an *Ex Parte* Motion for a Temporary Restraining Order with Asset Freeze, Appointment of a Temporary Receiver, and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue ("Motion for TRO"), along with a Memorandum in Support of the Motion for TRO. [ECF No. 3].

3. On October 31, 2018, this Court entered an *Ex Parte* Temporary Restraining Order with Asset Freeze, Appointment of a Temporary Receiver, and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue (the "Receivership Order"), which, among other things, appointed the Receiver over the Receivership Entities with full powers of an equity receiver. [ECF No. 15].¹

4. Pursuant to the Receivership Order, the Receiver is directed and authorized to assume full control of the Receivership Entities; take exclusive custody, control and possession of all assets and documents of or in the possession, custody or under the control of any Receivership Entity, including assets the Receiver has a reasonable basis to believe were purchased using funds from any Receivership Entity's corporate accounts. See Receivership Order, Section XII, at ¶¶ A and B.

5. The Receivership Order authorizes the Receiver to "enter into and cancel contracts and purchase insurance as advisable or necessary". See Receivership Order, Section XII, at ¶ I.

6. The Receivership Order also directs and authorizes the Receiver to take exclusive custody, control and possession of any vehicle purchased with funds from a Receivership Entity

¹ Thereafter, the FTC and the Defendants agreed to an extension of the TRO at least until the January 29, 2019 hearing on the TRO [ECF No. 30].

or titled to a Receivership Entity, including the following vehicle: 2012 Lamborghini Aventador, VIN # ZHWUC1ZD7CLA00451. See Receivership Order, Section XII, at ¶ B(3)(a).

The Lamborghini Lease

7. On September 30, 2015, Steven Dorfman as the CEO of Defendant Health Benefits One, LLC (“Health Benefits”) entered into a Vehicle Lease Agreement (the “Lease”) with V.A. Leasing Corporation (“Lessor”) for the use of a white 2 door coupe 2012 Lamborghini Aventador, VIN # ZHWUC1ZD7CLA00451 (the “Vehicle”) for a period of 60 months. A copy of the Lease is attached hereto as **Exhibit “A”**.

8. Mr. Dorfman signed the Lease on behalf of Health Benefits and as guarantor of full performance of all of Health Benefits obligations set forth in the Lease.

9. The initial Lease payment was \$13,966.28 and the monthly payments thereafter of \$6,035.64, were paid through the Receivership Entities’ bank accounts.

10. The Receiver has taken possession of the Vehicle. The Receiver is not making the monthly Lease payments.

11. The Lease has no value to the receivership estate. The costs of storage of the vehicle are significant and a drain on the receivership estate.

12. The Receiver has conferred with the Lessor, who has requested the Receiver return the Vehicle. The Lessor has also agreed to waive its claims against the receivership estate in exchange for the release of the Vehicle. A copy of a Hold Harmless Release Agreement provided by the Lessor is attached hereto as **Exhibit “B”**. Moreover, the Lessor has taken the position that the Lease has been terminated. A copy of correspondence from the Lessor to Mr. Dorfman and his former partner, Mark Spiewak is attached hereto as **Exhibit “C”**.

13. The Receiver has consulted with counsel for Mr. Dorfman, who has informed that Receiver that Mr. Dorfman opposes the Receiver's intention to cancel the Lease and return the Vehicle to the Lessor.

14. The Receiver disagrees with Mr. Dorfman's position and believes it is in the receivership estate's best interest to return the vehicle to the Lessor in return for a waiver of the Lessor's claims against the receivership estate. Therefore, the Receiver seeks authority from the Court to cancel the Lease and return the Vehicle to the Lessor over Mr. Dorfman's objection.

MEMORANDUM OF LAW

A district court has broad powers and wide discretion to determine relief in an equity receivership. *SEC v. Elliott*, 953 F.2d 1560, 1569–70 (11th Cir. 1992). Courts typically grant broad powers to receivers, including the authority to sue on behalf of the receivership and to gather, manage and liquidate receivership assets on behalf of potential creditors and harmed investors. *SEC v. Hardy*, 803 F.2d 1034, 1037-38 (9th Cir. 1986). The scope of a receiver's authority is established by the granting court. *See SEC v. Manor Nursing Centers Inc.*, 458 F.2d 1082, 1105 (2d Cir. 1973). Here, the Receivership Order has given the Receiver the power to “enter into and cancel contracts ... as advisable or necessary”. See Receivership Order at Section XII, ¶ I. The Receiver believes it is in the best interest of the creditors of the receivership estate to cancel the Lease.

It has been recognized for at least a century that receivers may repudiate contracts and leases. *See Resolution Tr. Corp. v. CedarMinn Bldg. Ltd. P'ship*, 956 F.2d 1446, 1453 (8th Cir. 1992) citing *Sunflower Oil Co. v. Wilson*, 142 U.S. 313, 322 (1892). Moreover, “an assignee or receiver is not bound to adopt the contracts, accept the leases, or otherwise step into the shoes of the assignor, if in his opinion it would be unprofitable or undesirable to do so...” *U.S. Trust Co.*

v. *Wabash W. Ry. Co.*, 150 U.S. 287, 299–300 (1893) The Receiver believes the Lease is burdensome to and provides no benefit to the receivership estate. Accordingly, the Receiver seeks authority to cancel the Lease and return the Vehicle to the Lessor.

WHEREFORE, the Receiver respectfully requests the Court to enter an Order in the form attached hereto as **Exhibit “D”**, approving the relief requested in this motion and to grant such further relief as is just and proper.

LOCAL RULE 7.1 CERTIFICATION OF COUNSEL

Pursuant to Local Rule 7.1, undersigned counsel hereby certifies that the Receiver has conferred with counsel for the Federal Trade Commission, who has no objection to the Motion and with counsel for Mr. Dorman, who objects to the Motion.

Respectfully submitted,

/s/ Joan Levit

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on this January 31, 2019 via the Court's notice of electronic filing on all CM/ECF registered users entitled to notice in this case as indicated on the attached Service List and by e-mail to Stephen M. Pave, Esq., Counsel for VA Leasing Corp.

By: /s/ Joan M. Levit

Joan M. Levit, Esq.

SERVICE LIST

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EXHIBIT A



VEHICLE LEASE AGREEMENT

This Lease Agreement is entered into this 30th day of September, 2015.
 By and between V.A. Leasing Corporation (Lessor) whose principal place of business is 2100 N.W. 82nd Ave., Doral, FL 33122 and Health Benefits One, LLC (Lessee) whose address is 200 S. Park Road, Suite 465, Hollywood, FL 33021

DESCRIPTION OF LEASED VEHICLE

Lessee agrees to Lease from Lessor and Lessor leases to Lessee the following described Vehicle (Vehicle) pursuant to the following terms and conditions of this Lease.

Year: 2012 Make: Lamborghini Model: Aventador
 Body Style: 2DR COUPE Color: White Transmission: _____
 Vehicle Identification number: ZHWUC1ZD7CLA00451

Motor Vehicle is equipped as follows: All manufacturer's standard equipment plus: _____

INITIAL MONTHLY PAYMENT TERMS

Item	Amount
(1) Number of Payments:	<u>58</u>
(2) Base Payment:	\$ <u>5,694.00</u>
(3) Insurance	\$ _____
(4) Local Fees:	\$ <u>0.00</u>
(5) Total:	\$ _____
(6) Sales / Use Tax:	\$ <u>341.64</u>
(7) Total Monthly Rental Payment Due:	\$ <u>6,035.64</u>

PAYMENT DUE AT INCEPTION

(A) 1st Total Monthly Rental Payment:	\$ <u>6,035.64</u>
(B) Rental Security:	\$ _____
(C) License, Title Registration Fees:	\$ <u>N/A</u>
(D) Other (): _____	\$ <u>7,930.64</u>
(E) Total Initial Payment:	\$ <u>13,966.28</u>

DELIVERY OF VEHICLE

(8) The vehicle will be delivered by Lessor to Lessee or Lessee's authorized agent or employee at Lessors principal place of business or such location as may be mutually agreed upon between the parties.

DELIVERY RECEIPT

(9) Lessee acknowledges receipt of the described Vehicle on the Lease Date indicated above. Lessee acknowledges that the Lessee has inspected the Vehicle and that such vehicle is in acceptable condition, with all the options which Lessee has requested. The Odometer reading on the Lease Date is 10315 miles.

RENT

(10) Lessee agrees to pay to Lessor in advance the Total Monthly Rental Payment set forth in (7) on the 5 day of each month beginning 11/05/2015 at Lessors principal place of business as set forth above or at such other place that Lessor may designate in writing. Lessee agrees that making monthly rent payments on the due date is of the essence and agrees to pay a delinquency charge, on each installment which is ten (10) days or more past due, an amount equal to 5% of each installment plus all costs and expenses, including reasonable attorney fees, in effecting collection hereunder.

(11) TOTAL OF BASIC MONTHLY RENTALS (2) multiplied by (1) \$ 330,252.00
 (12) TOTAL OF MONTHLY PAYMENTS (7) multiplied by (1) \$ 350,067.12

Lessee's Initials [Signature]

OFFICIAL FEES AND TAXES

(13) OFFICIAL FEES AND TAXES DURING LEASE TERM

a) Estimated sales taxes (6) times (1)	<u>\$19,815.12</u>
b) Estimated Registration, Certificate of Title, License and Other Fees	\$ _____
c) Estimated personal property and exercise taxes	\$ _____
d) Total estimated taxes and fees during lease term (a)+(b)+(c)	<u>\$19,815.12</u>

TERMS & MILEAGE

(14) The Lease term is 60 months and shall commence on the date the vehicle is delivered to Lessee as acknowledged in the executed delivery receipt. This Lease is based on an estimated 5,000 miles per year. An excess mileage charge of \$1.29 per mile over such amount will be charged.

INSURANCE

(15) Unless the total monthly payment includes a charge for insurance, Lessee shall provide, at Lessee's sole expense, the following insurance on the Vehicle during the term hereof: **(I)** Comprehensive tire and theft insurance, if the Vehicle is a passenger car, or fire, theft, and combined additional insurance, if the Vehicle is a truck, in either case in an amount equal to the replacement cost thereof, subject to a deductible amount of no more than One-Thousand Dollars (**\$1000.00**). **(II)** Collision and upset insurance in an amount equal to the replacement cost of the Vehicle, subject to a deductible amount of not more than One-Thousand Dollars (**\$1000.00**). **(III)** automobile liability insurance with limits of not less than One Hundred Thousand Dollars (**\$100,000.00**) for any person for bodily injury death, Three Hundred Thousand Dollars (**\$300,000.00**) for any one accident for bodily injury or death and Fifty Thousand Dollars (**\$50,000**) property damage. If during the term of this lease, other types and/or greater amounts of insurance are required by the laws of the state in which the vehicle is registered, the other types and/or greater amounts of insurance shall be required by this Lease. Lessee shall pay for all repairs made necessary by Accident or Collision which are not covered by insurance. Lessee shall pay the deductible portion of each insurance claim made and any other charges resulting from such claims, such as labor rate differences and storage/towing charges. All insurance shall be acceptable as to form, content and insurance company to Lessor. Lessee shall furnish such evidence of such insurance as Lessor may from time to time require. Lessee shall promptly notify Lessor of any accident involving or damage to any vehicle and of any claim, suit, or demand arising out of the ownership, Maintenance, or use of any vehicle. All insurance shall **(I)** name and insure: Lessor as owner, Lessee and any person authorized and permitted by Lessee to operate the Vehicle; and the holder of any security interest in the Vehicle for and against liability and loss for injury or death to any person and for damage to property resulting from or arising out of the possession and/or operation of the Vehicle. **(II)** name the Lessor and the holder of any security interest in the Vehicle as sole loss payee. The Insurance Policy shall provide thirty **(30)** days written notice prior to cancellation or alteration of the policy. There shall be no abatement of and Lessee shall remain liable for and shall continue to pay rent and all other sums due at all times regardless of whether or not an insurance claim is made. **(III)** "The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §324.021(7) and §627.736, Florida Statutes"

RENTAL SECURITY

(16) Lessee shall, upon execution of this Lease pay to Lessor the Rental Security Amount set forth in initial and Monthly Payment Terms as security for the full and faithful performance by the Lessee of all terms and conditions of this Lease. The rental security shall be non interest bearing and shall not be subject to any restrictions or limitations with respect to Lessor's use thereof, unless otherwise provided by law, and shall be held pending termination of the Lease, and no portion of the rental security shall be applied to the rent due except at Lessor's option. The rental security shall be returned by Lessor to Lessee upon termination of this Lease, unless applied by the Lessor to an obligation of this Lease.

Lessee's Initials SD

PURCHASE OPTION

(17) Provided that the Lease term has not been terminated and that no default under this Lease has occurred and is continuing, Lessee shall have the option to purchase the Vehicle at the end of the Lease term for the amount set forth in (21) payable to Lessor in immediately available funds, plus an amount equal to any additional charges such as, but not limited to, excise taxes, and applicable sales taxes and provided further that the Lessee shall have notified Lessor in writing of Lessee's intention to exercise such option not less than thirty (30) days prior to the expiration of the Lease term. Lessor's Sale of the Vehicle to Lessee shall be on As-Is, where is basis without recourse to, or warranty by, Lessor.

TAXES, FEES AND EXPENSES

(18) In addition to the monthly rent, Lessee agrees to pay: (I) all sales, use and personal property or similar taxes imposed on this Lease of the Vehicle. (II) All expenses in connection with the use and operation of the Vehicle during the Lease term, including but not limited to registration fees, gasoline, oil, grease, repairs for whatever reason, maintenance, tires, tools, storage, parking, tolls, towing, servicing and any and all fines and penalties incurred by Lessee or any driver of the Vehicle due to the use of the Vehicle, if Lessee fails to pay any such sum due, Lessor may pay it and Lessee shall pay such sum to Lessor on demand.

VEHICLE USE

(19) LESSEE INTENDS TO USE THE VEHICLE PRIMARILY FOR:

(initial next section)

**BUSINESS
OR COMMERCIAL PURPOSES**

**AGRICULTURAL
PERSONAL, FAMILY OR HOUSEHOLD PURPOSES**

Lessee's Initials _____

Lessee's Initials SB

PERMITTED USE

(20) Lessee shall use the Vehicle during the term of this lease solely for the intended use as set forth herein, for lawful purposes within the continental limits of The United States, and, in no event shall Lessee use or permit the Vehicle to be used for any illegal purpose, or in violation of any law, statute, ordinance or regulation or by any person under the influence of alcohol or narcotics or for the transportation of persons or goods for hire or in any manner or for any purpose that would cause any insurance covering it to be suspended, cancelled or inapplicable. Lessee shall not place any sign or marking on the Vehicle without the Lessor's prior consent and Lessee shall bear the cost of removal of any signs or markings. Lessee will reimburse Lessor for all loss, cost, or expenses, incurred by Lessor as a result of the confiscation of the Vehicle by any governmental authority; Lessee will not interfere with the operation of the odometer and will not permit the Vehicle to be used for pushing or towing any other vehicle; Lessee will allow operation of the Vehicle only by a competent licensed driver selected by Lessee and shall require reasonable care in the operation of the Vehicle and will take all precautions to prevent theft of the Vehicle.

OBLIGATIONS AT EXPIRATION OF LEASE TERM

(21) At the expiration of this Lease term, Lessee may elect one of the following options: (I) to purchase the Vehicle as provided under (17) for an amount equal to \$5,694.00; (II) to return the Vehicle to the Lessor as provided in (42).

INSPECTION, REGISTRATION & LICENSE PLATES

(22) The Vehicle shall be registered in the name of the Lessor in the state in which it will be principally operated and required license plates shall be supplied during the term of this Lease. In the state in which the Vehicle is registered permits the holder of a security interest in the Vehicle be named in the registration, the security holder, if any, shall be also named. Lessee shall accomplish and pay for all inspections required by any governmental authority during the term of this Lease.

Lessee's Initials SB

REPAIR & MAINTENANCE

(23) Lessee shall have the sole liability and responsibility to keep the vehicle in good repair and properly serviced and maintained in accordance with the Manufacturer's Owner's Manual and shall immediately pay all cost and expenses for repair, servicing, maintenance and replacement of parts and equipment for the Vehicle. All replacements, additions or substitutions of parts or equipment for the Vehicle shall become a part of the Vehicle and shall be the property of the Lessor. There shall be no abatement of rent, or any other sums due during any time the Vehicle is being repaired, serviced or maintained, and Lessee shall continue to pay all sums when due.

OTHER AGREEMENTS

(24) The Lessee promises to keep the agreements on all sections of this Lease. THE LESSEE SHOULD READ ALL PAGES OF THIS LEASE BEFORE SIGNING IT.

(24.1) Lessee's failure to comply with the terms of this Lease may constitute a violation of Florida Statute Section §812014(4). If Lessee fails to surrender the Vehicle within 7 (seven) days of written demand (to the Lessee's address set forth above) for the return of the Vehicle.

DISCLAIMER WARRANTIES

(25) Lessor is not a manufacturer of motor vehicles and makes no representation, promises, statements, or warranties, express or implied, with respect to the mechanability, suitability or fitness for any purpose of the Vehicle or otherwise. Lessee agrees that Lessor shall not be liable to Lessee for any loss, claim, demand, liability, cost, damage or expenses of any kind caused or alleged to be caused, directly or indirectly by the vehicle or by any inadequacy thereof for any purpose, or by any defects therein or in the use or maintenance thereof, or by any repairs, servicing or adjustments thereto, or by any delay in proving, or failure to provide the same, or by any interruption of loss of service or use thereof, or any loss of business or any damage whatsoever and however caused or any failure of Lessor to notify Lessee of any manufacturers recall of the vehicle. Lessee agrees that its obligations hereunder to pay rentals herein provided for shall not in any way to be affected by any default or failure of performance. Lessor hereby assigns all of its rights under the manufacturers warranty to Lessee, and irrevocably appoints and constitutes the Lessee, its agents and attorney-in-fact during the entire lease term to assert and enforce from time to time, in the name of and for the account of the Lessor and/or the Lessee as their interest may appear, but at the expense of the Lessee, whatever claims and rights the Lessor may have against the manufacturer of the Vehicle.

TITLE

(26) Title to the Vehicle is retained by Lessor, and Lessor covenants with the Lessee that the Lessor is the lawful owner or has the right to Lease the Vehicle and, provided that the Lessee performs its obligations hereunder, Lessee shall peacefully and quietly hold, possess and use the Vehicle during the Lease term. The Lessee covenants that it will not assign, pledge or encumber the Vehicle or equipment in any manner whatsoever and will not permit any Liens to become effective thereon.

DEFAULT

(27) In the event that the Lessee does not pay the Total Monthly Rental Payment set forth in (7) or any other charge, expenses or cost herein agreed to be paid by the Lessee when due, or fails to obtain or maintain any insurance required by this Lease or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease or any other Lease with Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the Lessee, or other proceedings for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension or composition with creditors under any federal or state law be instituted by or against Lessee, or if the property of the Lessee be levied upon, then, and in any such event, there shall be deemed to be a default of this Lease. Upon the occurrence of any such default, Lessor may, at its option, and without notice or demand, declare this Lease in default and thereupon the Vehicle and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the Vehicle wherever found, with or without process of law, and for this purpose may enter upon any premises of the Lessee.

Lessees Initials 

DEFAULT (CONT.)

(27) or wherever the same may be found, without liability therefore Lessor may retain all rentals and payments and resale proceeds therefrom received and others sums, if any, otherwise payable to Lessee hereunder, and Lessor shall be entitled to recover from Lessee any unpaid monthly rentals for the balance of the Lease term for the Vehicle, and all other sums, if any, due or to come due together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcements of its rights and remedies hereunder. The repossession and sale of the Vehicle by Lessor shall not affect Lessors right to recover from Lessee all damages which Lessor may have suffered by reason of Lessees breach of any provision of this Lease, and Lessor may sell such Vehicle with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessors favor existing at law or in equity.

NOTICE OF ACCIDENTS & COOPERATION

(28) Lessee agrees that its drivers, servants and agents will report to Lessor within twenty-four (24) hours after any theft, vandalism, accident or similar event which occurs while the Vehicle is in custody of Lessee or its drivers, agents or servants and Lessee shall cooperate fully with Lessor and any insurance carriers in the investigation and defense of any and all claims or suits arising from the operation of the Vehicle.

ODOMETER DISCLOSURE STATEMENT

(29) Under Federal Law the Lessee must disclose the Vehicle's mileage when ownership of the vehicle is transferred. Failure to comply with this requirement or making an inaccurate or untruthful statement may make the Lessee liable for civil damages and for civil or criminal penalties, pursuant to the Motor Vehicle Information and Cost Savings Acts of 1972 (Pub L. 92-513 as amended by Pub.L 99-579) At the end of this Lease the Lessee will complete, sign and deliver to Lessor the required Odometer disclosure on a form supplied by Lessor.

THEFT, DESTRUCTION, DAMAGE TO OR LOSS OF VEHICLE

(30) Lessee bears all risk of theft, destruction, damage or loss, partial or complete, of the Vehicle from any cause. In the event of theft, destruction, loss or damage beyond repair of the Vehicle, Lessee shall promptly notify Lessor and shall hold the Vehicle or wreckage for, or return it to Lessor. This Lease shall terminate on the next monthly rent payment date, upon which (I) if the insurance proceeds exceeds the Lease termination Value, Lessor and Lessee shall share equally in such excess (II) if the insurance proceeds are less than the Lease Termination Value, Lessee shall pay such deficiency to Lessor. The Lease Termination Value shall be an amount equal to the amount the Lessor would customarily charge under a purchase option exercisable at such time of termination.

LOSS OF USE OF VEHICLE

(31) Lessor shall not be liable to Lessee for any loss, damage or expense of any kind or nature, including but not limited to, losses, damages or expenses caused, directly or indirectly, by the use, maintenance, repair servicing, adjustments, damage, non-sultability, non-durability, interruption or loss of use or service, and Lessee shall continue to pay rent, and all other sums due.

FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES

(32) Lessor shall not be liable for any failure to perform any provision hereof resulting from fire or other casualty, riot, strike or other labor difficulty, governmental regulation or restriction or any cause beyond Lessor's control. In no event shall Lessor be liable for any loss of profits or other consequential damage or any inconvenience resulting from any theft, damage to, loss of, defect in or failure of The Vehicle or the time consumed in recovering, repairing, adjusting, servicing or replacing the same, and there shall be no abatement or apportionment of rental during such time.

NOTICES

(33) All notices by Lessor or Lessee shall be effective on mailing and shall be in writing, signed by sender and sent by U.S. mail with postage paid to the addressee at the address stated herein, unless a subsequent address has been furnished by registered or certified mail. This contract contains as an integral part _____ addendum(s).

Lessees Initial's 

EXCESS MILEAGE

(34) Lessee shall pay to Lessor the Excess Mileage Charged specified herein for each mile driven over and above the number of miles specified herein, upon Lessee's election to terminate this Lease in accordance with (21).

SUITABILITY

(35) Lessee acknowledges and agrees that the Leased Vehicle was selected solely by Lessee and it is suitable for Lessee's uses and purposes and further acknowledges and agrees that Lessor has made and makes no representation or warranty, express or implied, with respect to the suitability or durability of the Vehicle for Lessee's uses or purposes.

PRICE CHANGE

(36) In the event the dealer's factory price of the Vehicle or the aggregate finance charge of the Vehicle shall increase prior to the execution of the delivery receipt, the monthly rent shall be increased by a sum equal to such total increase divided by the number of months in the lease term. If the dealer's factory price is decreased prior to execution of the delivery receipt the monthly rent shall be decreased using the same formula.

ASSIGNMENT

(37) By Lessor: This Lease and/or the sums due hereunder, which may be assigned to a lending institution,

_____ shall be subject and subordinate to the terms and conditions of any security or assignment instrument covering the Vehicle made to or held by any lending institution. Lessee hereby agrees that it will not assert against the above named lending institution, or any of its successors or assigns, or any purchaser or other transferee of Lessor's interest under this Lease, who may purchase or otherwise acquire such interest from such lending institution any claim or defense which Lessee now or hereafter may have against Lessor, whether under this Lease or otherwise. It is expressly understood that the lending institution, by accepting the assignment, assumes none of the Lease obligations of Lessor and Lessee shall look solely to Lessor for performance of its Lease obligations. Lessee agrees to pay all sums due under this Lease to such lending institution upon written notification from such lending institution of a default by Lessor in Lessor's borrowing arrangements for its leasing operation. **By Lessee:** Lessee agrees that it will not assign, sublet, transfer, pledge or encumber this Lease or the Vehicle or equipment without the prior written consent of the Lessor.

ENTIRE AGREEMENT; PARTIAL INVALIDITY; FLORIDA LAW

(38) This Lease constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Lessor and Lessee. In the event any provision hereof shall be determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions hereof. This Lease and the rights and obligations of the parties hereunder shall be construed interpreted and determined by the laws of The State of Florida. It is expressly understood that there are NO ORAL AGREEMENTS or understandings affecting this Lease.

NON-WAIVER

(39) Lessor's failure to strictly enforce any provision of this Lease shall not be construed as a waiver of or preclude enforcement of that or any other provision of this lease and shall not excuse Lessee from future performance of any and all provisions of this lease.

INDEMNITY

(40) Lessee shall indemnify and hold harmless the Lessor, the holder of any security interest in the Vehicle, and their respective agents and employees from and against damage, loss, theft or destruction of the Vehicle and of the cargo or contents thereof, during the term of this lease, and from and against any and all losses, damages, injuries, claims, demands, costs and expenses (including legal expenses) of every kind or nature, arising out of or connected with the use, condition (including, without limitation, all defects whether or not discoverable by Lessee or Lessor, any negligence of Lessor whether by commission or omission, and any strict liability of Lessor) or operation of the Vehicle.

Lessee's Initials SO

INDEMNITY CONTINUED

(40) Lessee shall pay all fines imposed by any governmental authority upon the Vehicle included in this Lease or any driver thereof during the term of this Lease with respect thereto, and shall indemnify and hold Lessor harmless from any and all fines, penalties and forfeitures (and all expenses incurred in connection therewith) imposed on account of the use or operation of the Vehicle during the term in violation of any law or regulation. This Indemnity shall survive termination of this Lease. Lessor shall give Lessee prompt notice of any claim made under this indemnity, and Lessee shall have the right to control and the obligation to undertake the defense hereof.

REIMBURSEMENT

(41) If either party shall fail, for any reason, to perform any provision of this Lease to be performed by it, the other may, at its option, perform the same and upon performing the same shall be reimbursed upon demand for all sums paid or incurred therefor.

RETURN OF VEHICLE

(42) Upon expiration of the term of this Lease, Lessee shall return the Vehicle to the Lessor's place of business shown herein, or to such other place as may be mutually agreed upon. Lessee must comply with the provisions contained in the manufacturer's warranty maintenance schedule and must return the Vehicle in good operating condition, reasonable wear and tear expected. Lessee hereby agrees to the following standards for the return of the Vehicle: The Vehicle must (I) be in good mechanical condition with no missing parts; (II) Have a matching set of five (5) tires with at least 25% of the tread remaining on each; (III) Have no scratches or dents over one inch long on the body; (IV) Have no scratches, chips or rusted areas, or series thereof, over one inch long and have no mismatched paint or special identification (V) Have no cracks, scratches, pits or chips more than one inch long in the windshield, no other windows broken or window mechanism inoperative, and no broken headlight lenses or sealed beams; (VI) Have no dents over six (6) inches long or have no broken grills or dents larger than three (3) inches long in the grills; (VII) Have no single dent over one (1) inch long or series of small dents on the other trim parts, including headlight and tail light bezels; (VIII) Have no seats, seat belts, headlining, door panels, or carpeting torn, damaged or burned; (IX) Contain no other damage which must be repaired to put the Vehicle in condition for resale. Lessee will be responsible for any cost of repair to bring the Vehicle into compliance with the foregoing standards.

TERMINATION

(43) The Lease shall terminate (I) upon expiration of the term of this Lease and the payment by Lessee of all sums with respect to the Vehicle for which the Lessee is responsible hereunder, or (II) at the option of the Lessor, upon the death of the Lessee if the Lessee is an individual or if the Lessee is a partnership upon the death of any partner or dissolution of the partnership, or, if the Lessee is a corporation, upon its dissolution or merger with or into any other corporation or upon the occurrence of any default hereunder as heretofore provided or (III) at any time upon such terms and conditions as the Lessor and Lessee shall mutually determine. Except as otherwise provided herein, Lessee has no right of termination prior to expiration of the lease term.

LEASE ONLY

(44) This agreement is one of Leasing only, and Lessee shall not have or acquire any right, title or interest in or to the Vehicle except the right to use and operate it as provided in this agreement.

ADDITIONAL PROVISIONS

(45)

Lessee's Initials



NOTICE TO THE LESSEE: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) BY SIGNING THE LESSEE STATED THAT HE HAS READ ALL 8 PAGES OF THIS LEASE AND THAT HE HAS BEEN GIVEN A FILLED-IN COPY OF THIS LEASE AT THE TIME HE/SHE SIGNS IT.

LESSEE ACKNOWLEDGES RECEIPT OF A COMPLETE FILLED-IN COPY OF THIS AGREEMENT AT THE TIME OF SIGNING AND RECEIPT OF DELIVERY OF THE VEHICLE IN GOOD ORDER.

LESSOR: _____ LESSEE: SDG

By: V.A. Leasing Corporation By: Health Benefits One, LLC

Title: _____ Title: CEO

GUARANTY: For valuable consideration, the Guarantor signing as such does hereby guarantees full performance by the Lessee of all the Lessee's obligations set forth in the foregoing lease promptly in accordance with the terms thereof and covenants upon default of payment by the Lessee of any sums coming due thereunder to pay upon demand the full amount remaining unpaid thereunder. This is a guarantee of payment and not of performance only. The liability of the Guarantor shall not be affected by any settlement, extension, variation of terms of the Lease or by the discharge or release of the obligations of the Lessee or any other person by operation of law or otherwise. Notices of acceptance hereof, of non-payment and non-performance and demand for performance and payment are expressly waived.

THE UNDERSIGNED HEREBY GUARANTEES LESSEE'S OBLIGATIONS HEREUNDER.

Guarantor: SDG Witness: _____

Guarantor Printed Name: Steven Dorfman

Guarantor's Printed Address: 200 S. Park Road, Suite 465, Hollywood, FL, 33021

VA Leasing Corporation

2100 NW 82 Ave

Miami FL 33122

CLOSE END LEASE CERTIFICATION

Lessee: HEALTH BENEFITS ONE LLC

Vehicle: 2012 LAMBORGHINI AVENTADOR

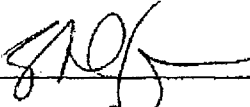
VIN: ZHWUC1ZD7CLA00451

Date: SEP/30/2015

I understand that I have signed a Close End Lease.

In the event that I fully perform under the Lease and have not been in default at any time during the Lease term up to the conclusion of the Lease. I shall have the option to purchase the vehicle described above at an estimated termination value of ~~\$5694.00~~. In the event a default occurs under the Lease, I understand and agree that my right to purchase the vehicle shall terminate automatically with no further notice.

This agreement supersedes any and all other verbal or written agreements.

Lessee:  Date: SEP/30/2015


Guarantor:  Date: SEP/30/2015


EXHIBIT B

HOLD HARMLESS RELEASE AGREEMENT

Case No. 18-cv-62593-DPG SDF, FTC v. Health Benefits One LLC et al.
Property One 2012 Lamborghini Aventador VIN ZHWUC1ZD7CLA00451
Released To VA LEASING CORP.

In consideration for the release of the property listed above to VA Leasing Corp. through its authorized representative, VA Leasing Corp. agrees to hold and save the United States Government to include specifically the Federal Trade Commission, its officers, agents, and appointed receivers or assigns, harmless from any claims by any others, including costs and expenses, for or on account of any lawsuits or claims in connection with the release of the subject property to VA Leasing Corp. as the lawful owner of said property.

DATED: 1/21/19 _____



EDUARDO JUSTO, Jr.
Vice President
VA Leasing Corp.

EXHIBIT C



Return Receipt Requested

November 17, 2018

Health Benefits One LLC.
Mark Spiewak / Dorfman Steven
200 S Park Road Ste 465
Hollywood Fl. 33021

2012 LAMBORGHINI AVENTADOR
VIN: ZHWUC1ZD7CLA00451
ACC #: 109588001-387

Dear Mr. Spiewak,

V.A. Leasing Corp. has advised you that your account is past due and that we will **NO** longer accept late payments.

Notwithstanding our attempts to resolve this matter. Indeed, you have failed to make payments in a timely manner.

You are hereby notified that, considering your repeated and continued breach of contract, **your contract is hereby terminated**. Under the circumstances, you are hereby notified that you have **72 hours to surrender the** ("Vehicle") **2012 Lamborghini Aventador** to V.A. Leasing. Your failure to do so will cause V.A. Leasing to take whatever actions are necessary to recover possession of the Vehicle, including reporting this matter to the appropriate law enforcement authorities so that they can initiate efforts to recover the Vehicle.

Please govern yourself accordingly.

A handwritten signature in black ink, appearing to read 'Helen C. Fuentes', is written over a horizontal line.

Helen C. Fuentes
Asset Management
V.A. Leasing Corporation

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

CASE NO. 18-CV-62593-GAYLES

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

SIMPLE HEALTH PLANS LLC, et al,

Defendants.

**ORDER GRANTING MOTION FOR AUTHORITY TO CANCEL
VEHICLE LEASE AND RETURN LAMBORGHINI TO LESSOR**

THIS MATTER comes before the Court without hearing upon the Motion for Authority to Cancel Vehicle Lease and Return Lamborghini to Lessor (the “Motion”) [ECF No. ___] filed by Michael I. Goldberg, the Court-appointed receiver (the “Receiver”) over Defendants Simple Health Plans LLC, Health Benefits One LLC, Health Center Management LLC, Innovative Customer Care LLC, Simple Insurance Leads LLC, Senior Benefits One LLC, and each of their subsidiaries, affiliates, successors and assigns. The Court, having reviewed the Motion, being advised that counsel for the Federal Trade Commission has no objection to the relief requested in the Motion, but Defendant Steven Dorfman opposes the Receiver’s intention to cancel the Lease and return the Vehicle to the Lessor, and being further advised that V.A. Leasing Corporation (“Lessor”) has agreed to waive its claim against the receivership estate and has provided the Receiver with a Hold Harmless Release Agreement (a copy of which is attached to the Motion as Exhibit “B”, the Court finds that the Receiver has made a sufficient and proper showing in

support of the relief requested,

IT IS ORDERED, ADJUDGED AND DECREED, as follows:

1. The Motion is **GRANTED**.
2. The Receiver is authorized to cancel the Vehicle Lease Agreement, dated September 5, 2015, with the Lessor for the use of a white 2-door coupe 2012 Lamborghini Aventador, VIN # ZHWUC1ZD7CLA00451 (the "Vehicle") and return the Vehicle to the Lessor.

DONE AND ORDERED in Chambers at Miami, Florida this ____ day of January 2019.

DARRIN P. GAYLES
UNITED STATES DISTRICT COURT JUDGE