

**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.

**RECEIVER'S MOTION FOR AUTHORITY TO ENTER INTO AUCTION
CONSIGNMENT AGREEMENT WITH RM SOTHEBY'S TO SELL HEALTH
BENEFITS ONE LLC'S RIGHT, TITLE, AND INTEREST IN 2015 ROLLS-ROYCE
WRAITH AND 2013 LAND ROVER RANGE ROVER AUTOMOBILES
AND INCORPORATED MEMORANDUM OF LAW**

Michael I. Goldberg, as 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 their subsidiaries, affiliates, successors and assigns (collectively, the “Receivership Entities”) hereby files this *Motion for Authority to Enter into Auction Consignment Agreement with RM Sotheby's to Sell Health Benefits One LLC's Right, Title, and Interest in 2015 Rolls-Royce Wraith and 2013 Land Rover Range Rover Automobiles and Incorporated Memorandum of Law* (the “Motion”). In support of this Motion, the Receiver states as follows:

Preliminary Statement

1. The Receiver seeks authorization from this Court to enter into the necessary contracts to consign and subsequently sell via online auction the receivership estate’s rights, title, and interest in that certain 2015 Rolls-Royce Wraith (VIN No. SCA665C54FUX85225) (the

“Rolls-Royce”) and 2013 Land Rover Range Rover (VIN No. SALGV2EF1DA100321) (the “Range Rover” and together with the Rolls-Royce, the “Automobiles”). The Receiver proposes to consign the Automobiles to RM Sotheby's. RM Sotheby's will receive the Automobiles in trust, and act as agent for the Receiver in selling the Automobiles at its regularly scheduled end-of-month online auction series referred to as “Open Roads Online Only Auctions”. In exchange, RM Sotheby's will be entitled to an 5% seller's commission on the Range Rover, a 5% sales commission on the Rolls-Royce, and reimbursement of all agreed upon fees and expenses from the receivership estate's sales proceeds. Given that a sale will relieve the Receiver of the carrying costs needed to maintain the Automobiles; that the Automobiles are depreciating assets; and that the proceeds of a sale will inure to the benefit the estate's creditors, the Receiver believes consignment and sale of the Automobiles to be in the best interest of the receivership estate.¹

Background

A. The Receivership

2. 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 (“Dorfman”) (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

¹ RM Sotheby's takes the position that the form of its Auction Consignment Agreement is confidential and proprietary. Thus, rather than attach a copy of the Auction Consignment Agreement, the Receiver has instead summarized the materials terms of the agreement in this instant Motion. In addition, RM Sotheby's has a policy of keeping buyer identities confidential and not disclosing them to the public post-auction, which various federal courts have respected in bankruptcy and estate auctions. Maintaining the confidentiality of RM Sotheby's buyers and the form of its Auction Consignment Agreement are materially important conditions of RM Sotheby's entering into the Auction Consignment Agreement with the Receiver.

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].

3. 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, along with a Memorandum in Support of the Motion for TRO* [ECF No. 3].

4. 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 "TRO"), which, among other things, appointed the Receiver over the Receivership Entities with full powers of an equity receiver [ECF No. 15].

5. The Court entered orders continuing the TRO on multiple occasions upon request of one or more of the parties. On May 14, 2019, after the Court held an evidentiary show cause hearing on the FTC's request for preliminary injunctive relief, the Court entered a *Preliminary Injunction* [ECF No. 139] extending the asset freeze and appointing Mr. Goldberg as permanent receiver over the Receivership Entities.

6. Pursuant to the Preliminary Injunction, 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 Preliminary Injunction*, p. 33.

B. The Automobiles

7. As of the date of the TRO, a Receivership Entity, Health Benefits One, LLC (“HBO”), held title to the Automobiles.

8. The Receiver took possession of the Automobiles immediately after the entry of the TRO, housing them in a local air-conditioned storage facility. To the best of the Receiver's knowledge, the Automobiles are owned by HBO free and clear of any liens. True and correct copies of the Automobiles' Certificates of Titles are attached hereto and incorporated herein as **Composite Exhibit A.**

9. The Receiver has investigated the value of the Automobiles and has evaluated various sale options. The Range Rover has an estimated value of approximately \$15,000-\$25,000 and the Rolls-Royce has an estimated value of approximately \$110,000-\$130,000.

10. To date, the Receiver has spent approximately \$20,000 in storage and insurance costs.

C. RM Sotheby's

11. The Receiver has determined that selling the Automobiles via an online auction through RM Sotheby's would maximize recovery to the receivership estate due to its vast market reach and expertise in the industry.

12. RM Sotheby's is a world-renowned auction house and a leader in the industry of buying and selling high value collector and other cars.

13. Upon the request of the Receiver, RM Sotheby's has submitted a proposal to market and sell the Automobiles via an online auction. The Receiver has been informed that RM Sotheby's is conducting its next auction at the end of March 2021 and will also hold online auctions in 2021 at the end of every month thereafter.

14. The terms of the consignment with RM Sotheby's are detailed in the Auction Consignment Agreement, and are summarized below:

- RM Sotheby's will receive the Automobiles in trust, and in this capacity will act as agent for the Receiver in selling the Automobiles at regularly scheduled end-of-month auction series referred to as "Open Roads Online Only Auctions" (the "Auction").
- The Rolls-Royce will be auctioned off with a reserve. The Range Rover will be auctioned off without a reserve.
- RM Sotheby's will be entitled to an 5% seller's commission on the Range Rover, and a 5% sales commission on the Rolls-Royce.
- In relation to the Auction, RM Sotheby's will provide services to the Receiver including, but not limited to clerks, support staff, event advertising, and promotion. Any expenses and fees incurred by RM Sotheby's, including, but not limited to the Transportation Fee², the Detailing Fee³, and the Marketing Fee⁴ will be deducted from the receivership estate's proceeds of sale.
- RM Sotheby's will store the Automobiles at no cost until the date of Auction. Should the Automobiles fail to be sold at Auction due to not achieving a minimum bid, then RM Sotheby's will store the Automobiles up to an additional 30 days until they can be placed in the next scheduled online auction.
- Buyers will also pay a buyer's premium to RM Sotheby's.

² RM Sotheby's estimates a cost of approximately \$150 - \$200 per vehicle to transport the Automobiles (the "Transportation Fee") from Fort Lauderdale, Florida to Stuart, Florida.

³ RM Sotheby's estimates a cost of approximately \$500 - \$1,000 per vehicle to detail the Automobiles (the "Detail Fee").

⁴ RM Sotheby's estimates a cost of approximately \$500 per vehicle to market the Automobiles (the "Marketing Fee").

Relief Requested

15. Based on the foregoing, the Receiver requests that this Court enter an Order: (i) authorizing the Receiver to enter into the Auction Consignment Agreement; (ii) authorizing the Receiver to sell the Automobiles subject to the terms set forth herein, free and clear of any and all liens, claims and encumbrances, at an online auction conducted by RM Sotheby's; and (iii) allowing the Receiver to set a minimum bid, and in the event necessary, sell the Automobiles without a minimum bid should the initial auction fail to obtain the reserve price.

Memorandum of Law

16. 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). These powers include the authority to approve the sale of property of the Defendants, including HBO. Clark on Receivers § 482 (3rd ed. 1992) citing *First National Bank v. Shedd*, 121 U.S. 74, 87, 7 S.Ct. 807, 814, 30 L.Ed. 877 (1887) (A court of equity having custody and control of property has power to order a sale of the property in its discretion).

17. 28 U.S.C. § 2004 provides that personalty sold under any order of any court of the United States shall be sold in accordance with Section 2001 of Title 28, unless the court orders otherwise. Pursuant to 28 U.S.C. § 2001(a), realty shall be sold at public sale within the district where the receiver was first appointed. However, after notice and hearing, the court may order the sale of realty at private sale upon terms and conditions approved by the court, if the court finds that the best interests of the estate will be conserved thereby. 28 U.S.C. § 2001(b). *See also Tanzer v. Huffiness*, 412 F.2d 221, 222 (3rd Cir. 1969). The Receiver believes that it is in the best interest of the receivership estate to consign and sell the Automobiles through a licensed, qualified auctioneer via an online platform under the terms and conditions described herein.

18. The Automobiles, particularly the Rolls-Royce, are considered high-end used vehicles. And while the Automobiles may command a high sales price, the market for the luxury used vehicles is more restricted in nature. Accordingly, in an attempt to maximize the value of the Automobiles for the benefit of the receivership estate, the Receiver seeks to consign the Automobiles with RM Sotheby's to be marketed and sold in an international marketplace via its online auction platform.

19. The reach of RM Sotheby's market is considerable. The Automobiles will appear live on RM Sotheby's platform which receives approximately 300,000 views a week. RM Sotheby's will send targeted e-blasts to its approximately 1.8 million customers around the world, and will be soliciting interest in the Automobiles by placing classified ads in well-known publications such as Auto Trader and through phone calls and social media platforms.

20. The Receiver will work with RM Sotheby's to ensure that the highest and best prices are obtained for the benefit of the creditors of the receivership estate. Accordingly, the Receiver submits that the requirement under 28 U.S.C. § 2001(a) for three independent appraisals imposes a financial burden on the receivership estate that will only serve to limit the net funds that would otherwise be attained for the benefit of creditors.

21. To the extent 28 U.S.C. § 2001(a) requires further publication of notice, appraisals or other procedures, such provisions should be waived. See *SEC v. Kirkland*, 2009 WL 1439087, *2 (M.D. Fla. May 22, 2009) (waving certain requirements of 28 U.S.C. § 2001 where the Court believes the receiver had substantially complied with the requirements of the statute for the sale of property).

22. Based on the foregoing, the Receiver respectfully requests the authority to enter into the Auction Consignment Agreement with RM Sotheby's to sell the Automobiles on the terms set forth herein.

WHEREFORE, the Receiver respectfully requests the Court to enter an Order in the form attached hereto as **Exhibit B**, 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 FTC, who has no objection to the relief requested in this Motion, and counsel for the Defendant, Steven Dorfman, who has not responded.

Dated: March 25, 2021

Respectfully submitted,

AKERMAN LLP

201 E. Las Olas Boulevard, Suite 1800
Fort Lauderdale, FL 33301-2999
Phone: (954) 463-2700
Fax: (954) 463-2224

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Email: catherine.kretzschmar@akerman.com
Counsel for Receiver

Michael I. Goldberg, Esq.
Florida Bar Number: 886602
Email: michael.goldberg@akerman.com
Court-appointed Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on March 25, 2021 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.

By: /s/ Catherine D. Kretzschmar
Catherine D. Kretzschmar, Esq.

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Fort Pierce, FL 34950
772.464.1991
Counsel for Candida L. Girouard

COMPOSITE EXHIBIT "A"

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
SALGV2EF1DA100321	2013	LNDR	UT	5137		114136015

Registered Owner:

Date of Issue 05/06/2014



HEALTH BENEFITS ONE LLC
3325 S UNIVERSITY DR #210
DAVIE FL 33328

Lien Release

Interest in the described vehicle is hereby released

By _____

Title _____

Date _____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:
<http://www.hsmv.state.fl.us/html/titlinf.html>

Mail To:

HEALTH BENEFITS ONE LLC
3325 S UNIVERSITY DR #210
DAVIE FL 33328-2007



CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
SALGV2EF1DA100321	2013	LNDR	UT	5137		114136015
Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL	BLK/BLK				PRIVATE	02/21/2014
Odometer Status or Vessel Manufacturer or OH use				Hull Material	Prop	Date of Issue
7899 MILES				04/28/2014 ACTUAL		05/06/2014

Lien Release

Interest in the described vehicle is hereby released

By _____

Title _____

Date _____

Registered Owner

HEALTH BENEFITS ONE LLC
3325 S UNIVERSITY DR #210
DAVIE FL 33328

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton B. Walden
Clayton Boyd Walden
Director

Control Number

116379789

Julie L. Jones
Julie L. Jones
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:

Address:

Seller Must Enter Selling Price:

Seller Must Enter Date Sold:

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads | | | | | | | | | | X | (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE.

☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS.

☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must

Sign Here:

CO-SELLER Must

Sign Here:

Print Here:

Print Here:

Selling Dealer's License Number:

Tax No.:

Tax Collected:

Auction Name

License Number:

PURCHASER Must

Sign Here:

CO-PURCHASER Must

Sign Here:

Print Here:

Print Here:

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

I have this _____ day of _____, _____, transferred by assignment of and delivered Florida Certificate of Title to:

Address _____ Selling Price \$ _____

Seller's Signature _____ Co-Seller's Signature _____

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

ODOMETER CERTIFICATION - Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.													
Selling Dealer's License No.: _____	Selling Dealer's Name: _____ Tax No.: _____ Tax Collected: _____												
Selling Dealer's Address: _____	Date Sold: _____												
Purchaser's Name(s): _____	Address: _____												
I/AWE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> XX (NO TENTHS) MILES, DATE READ ____ / ____ / ____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:													
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY													
Purchaser Must Sign Here: _____ Print Here: _____	Co-Purchaser Must Sign Here: _____ Print Here: _____												
Seller/Agent Must Sign Here: _____ Print Here: _____	Auction Name (When Applicable): _____ Auction License Number: _____												
Selling Dealer's License No.: _____	Selling Dealer's Name: _____ Tax No.: _____ Tax Collected: _____												
Selling Dealer's Address: _____	Date Sold: _____												
Purchaser's Name(s): _____	Address: _____												
I/AWE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> XX (NO TENTHS) MILES, DATE READ ____ / ____ / ____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:													
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY													
Purchaser Must Sign Here: _____ Print Here: _____	Co-Purchaser Must Sign Here: _____ Print Here: _____												
Seller/Agent Must Sign Here: _____ Print Here: _____	Auction Name (When Applicable): _____ Auction License Number: _____												
Selling Dealer's License No.: _____	Selling Dealer's Name: _____ Tax No.: _____ Tax Collected: _____												
Selling Dealer's Address: _____	Date Sold: _____												
Purchaser's Name(s): _____	Address: _____												
I/AWE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> XX (NO TENTHS) MILES, DATE READ ____ / ____ / ____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:													
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX <input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS) <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE WARNING - ODOMETER DISCREPANCY													
Purchaser Must Sign Here: _____ Print Here: _____	Co-Purchaser Must Sign Here: _____ Print Here: _____												
Seller/Agent Must Sign Here: _____ Print Here: _____	Auction Name (When Applicable): _____ Auction License Number: _____												

Identification Number SCA665C54FUX85225	Year 2015	Make ROL	Body 2D	WT-L-BHP 5380	Vessel Regis. No.	Title Number 129416293
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Registered Owner:

Date of Issue

12/12/2017

HEALTH BENEFITS ONE LLC
2 OAKWOOD BLVD STE 100
HOLLYWOOD, FL 33020-1955

Lien Release
Interest in the described vehicle is hereby released
By _____

Title

Date

IMPORTANT INFORMATION

- When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
- Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
- Remove your license plate from the vehicle.
- See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:
<http://www.hsmv.state.fl.us/html/titlinf.html>

Mail To:

HEALTH BENEFITS ONE LLC
2 OAKWOOD BLVD STE 100
HOLLYWOOD, FL 33020-1955

CERTIFICATE OF TITLE

Identification Number SCA665C54FUX85225	Year 2015	Make ROL	Body 2D	WT-L-BHP 5380	Vessel Regis. No.	Title Number 129416293
Prev State NY	Color BLK	Primary Brand	Secondary Brand	No of Brands 1	Use PRIVATE	Prev Issue Date
Odometer Status or Vessel Manufacturer or OH use 4,219 MILES 12/12/2017 ACTUAL				Hull Material	Prop	Date of Issue 12/12/2017

Lien Release
Interest in the described vehicle is hereby released

By

Title

Date

Registered Owner

HEALTH BENEFITS ONE LLC
2 OAKWOOD BLVD STE 100
HOLLYWOOD, FL 33020-1955

1st Lienholder
NONE

OTHER JURISDICTION BRANDS
NY-MANUF BUY BACK

DIVISION OF MOTORIST SERVICES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch
Director

Control Number

130643986

Terry L. Rhodes
Executive Director

10 / 12 130643986

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.

Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:

Address:

Seller Must Enter Selling Price:

Seller Must Enter Date Sold:

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads _____ (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:
☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must
Sign Here:

CO-SELLER Must
Sign Here:

Print Here:

Print Here:

Selling Dealer's License Number:

Tax No.:

Tax Collected:

Auction Name:

License Number:

PURCHASER Must
Sign Here:

CO-PURCHASER Must
Sign Here:

Print Here:

Print Here:

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTOR VEHICLES

2900 Apalachee Parkway • Neil Kirkman Building - Tallahassee, FL 32399-0620
Notice of Sale of Motor Vehicle, Mobile Home or Vessel

Section 319.22(2), Florida Statutes, requires that the seller file a Notice of Sale with the department within 30 days after the sale or transfer of the motor vehicle, vessel or mobile home. Filing this form removes any civil liability for the operation of the sold motor vehicle, vessel or mobile home. In addition to filing this form, we suggest you keep a copy of your bill of sale (we suggest it be notarized), certificate of title or other type of transaction document showing the vehicle was sold. **Complete the information below, tear the top portion of this document at the perforation and mail to the address above or submit to your local tax collector's office or license plate agency.**

I have this ____ day of _____, _____, transferred by assignment of and delivered Florida Certificate of Title to:

Name: Purchaser(s) _____ Purchaser's DL/ID _____
First MI Last

Address _____ Selling Price \$ _____

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature _____ Co-Seller's Signature _____

NOTE: THE SUBMISSION OF THIS FORM, ACCURATELY COMPLETED, TO A TAX COLLECTOR'S OFFICE, LICENSE PLATE AGENCY OR TO THE ADDRESS ABOVE WILL ALLOW THE TITLE CLERK TO UPDATE THE DMV DATABASE TO REFLECT THE TITLE RECORD AS "SOLD". HOWEVER, THE OWNERSHIP STATUS WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.

ODOMETER CERTIFICATION- Federal and state laws require that you state the mileage in connection with transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

	Selling Dealer's License No.:	Selling Dealer's Name:	Tax No.:	Tax Collected:
FIRST REASSIGNMENT BY LICENSED DEALER	Selling Dealer's Address:		Date Sold:	
Purchaser's Name(s):	Address:			
I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS			(NO TENTHS) MILES, DATE READ ____ / ____ / ____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:	
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX	<input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE	<input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS)	<input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY	
Purchaser Must Sign Here:			Co-Purchaser Must Sign Here:	
Print Here:			Print Here:	
Seller/Agent Must Sign Here:			Auction Name (When Applicable):	
Print Here:			Auction License Number:	
SECOND REASSIGNMENT BY LICENSED DEALER	Selling Dealer's Address:		Date Sold:	
Purchaser's Name(s):	Address:			
I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS			(NO TENTHS) MILES, DATE READ ____ / ____ / ____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:	
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX	<input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE	<input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS)	<input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY	
Purchaser Must Sign Here:			Co-Purchaser Must Sign Here:	
Print Here:			Print Here:	
Seller/Agent Must Sign Here:			Auction Name (When Applicable):	
Print Here:			Auction License Number:	
THIRD REASSIGNMENT BY LICENSED DEALER	Selling Dealer's Address:		Date Sold:	
Purchaser's Name(s):	Address:			
I/WE STATE THAT THIS <input type="checkbox"/> 5 OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS			(NO TENTHS) MILES, DATE READ ____ / ____ / ____, AND I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING:	
CAUTION: READ CAREFULLY BEFORE YOU CHECK A BOX	<input type="checkbox"/> 1. REFLECTS ACTUAL MILEAGE	<input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS (EXCESS OF ITS MECHANICAL LIMITS APPLIES TO 5 DIGIT ODOMETERS)	<input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY	
Purchaser Must Sign Here:			Co-Purchaser Must Sign Here:	
Print Here:			Print Here:	
Seller/Agent Must Sign Here:			Auction Name (When Applicable):	
Print Here:			Auction License Number:	

Exhibit B

**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 RECEIVER'S MOTION FOR AUTHORITY TO ENTER INTO
AUCTION CONSIGNMENT AGREEMENT WITH RM SOTHEBY'S TO SELL
HEALTH BENEFITS ONE LLC'S RIGHT, TITLE, AND INTEREST IN 2015 ROLLS-
ROYCE WRAITH AND 2013 LAND ROVER RANGE ROVER AUTOMOBILES**

This matter came before the Court without hearing upon the *Motion for Authority to Enter into Auction Consignment Agreement with RM Sotheby's to Sell Health Benefits One LLC's Right, Title, and Interest in 2015 Rolls-Royce Wraith and 2013 Land Rover Range Rover Automobiles and Incorporated Memorandum of Law* (the "Motion") [ECF No. ---] filed by Michael I. Goldberg, the Court-appointed receiver¹ (the "Receiver"). The Court, having reviewed the Motion, being advised that counsel for the Plaintiff Federal Trade Commission has no objection to the relief requested in the Motion, and that counsel for Defendant Steven Dorfman has not responded to the Motion, and finding 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 Court-appointed Receiver over Defendants Simple Health Plans LLC, Health Benefits One LLC, Health Center Management LLC, Innovative Customer Care LLC, Simple Insurance Lead LLC, Senior Benefits One LLC, and each of their subsidiaries, affiliates, and successors (collectively, the "Receivership Entities").

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1. The Motion is **GRANTED**.
2. The Receiver is authorized to sell the Receivership Entities' interest in the 2015 Rolls-Royce Wraith with VIN No. SCA665C54FUX85225 and the 2013 Land Rover Range Rover with VIN No. SALGV2EF1DA100321 free and clear of any and all liens, claims, and encumbrances.
3. The Receiver is authorized to enter into an auction consignment agreement with RM Sotheby's on the terms and conditions detailed in the Motion.
4. The Receiver is further authorized to execute any documents and take any actions reasonably necessary to consummate the transactions contemplated therein.
5. Any resulting sales from the consignment shall stand as confirmed, without further Order of the Court.

DONE AND ORDERED in Chambers at Miami, Florida this ____ day of _____, 2021.

DARRIN P. GAYLES
UNITED STATES DISTRICT COURT JUDGE