

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

CASE NO.: 21-61644-CIV-SINGHAL

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MJ CAPITAL FUNDING, LLC,
MJ TAXES AND MORE, INC., and
JOHANNA M. GARCIA,

Defendants.

**RECEIVER’S MOTION TO APPROVE SETTLEMENT AGREEMENT
WITH BRYANT GUAYARA, DAVIBEZCREATIONS LLC AND
OTHER GUAYARA RELATED PARTIES**

Corali Lopez-Castro, as the Court-appointed Receiver (“Receiver”) over MJ Capital Funding, LLC (“MJ Capital”), MJ Taxes and More, Inc. (together, the “MJ Defendants”), Pavel Ruiz MJCF LLC and UDM Remodeling, LLC (each, a “Receivership Entity” and collectively, the “Receivership Entities”), hereby moves for entry of an Order approving the Settlement Agreement with the Receiver, on one hand, and Bryant Guayara (“Guayara”), DaVibezCreations LLC (“DaVibez”) and all other companies for which Guayara has been a manager, member, officer, director, registered agent and/or direct or indirect owner (collectively the “Other Guayara Related Parties”), on the other hand, a copy of which is attached hereto as **Exhibit 1** (the “Agreement”).

BACKGROUND

1. On August 9, 2021, the Securities and Exchange Commission (“SEC”) filed a complaint [DE 1] against the MJ Defendants and Johanna M. Garcia (“Garcia”) thereby initiating the above referenced case (the “SEC Action”), and later filed an amended complaint [DE 130].

2. On August 12, 2021, the Court entered the Order appointing the Receiver over the MJ Defendants (the “Receivership Order”) [DE 17], and on October 14, 2021, the Court expanded the receivership to include two additional companies (the “Expansion Order”) [DE 79]. The Receivership Order authorizes and directs the Receiver to *inter alia* investigate, prosecute, and compromise actions to recover the Receivership Entities’ claims, rights and other assets. *See* Receivership Order, ¶ 7.

3. The Receiver has conducted an extensive review of documents and information in connection with claims against Guayara and his related companies. The Receiver issued subpoenas to financial institutions to obtain records relating to Guayara and DaVibez, issued a subpoena to Guayara, opposed and obtained a Court order denying DaVibez’s Motion to Quash Subpoena to Bank of America [DE 104, 69], and reviewed hundreds of documents and records relating Guayara and DaVibez.

4. The Receiver has asserted that the Receivership Entities transferred an aggregate amount of \$2,394,364.80 to Guayara, DaVibez and the Other Guayara Related Companies, and that such transfers are avoidable as fraudulent transfers and recoverable (collectively, the “Fraudulent Transfers”). The transfers are listed in Exhibit B attached to the Agreement.

5. Guayara and his related companies have surrendered a total of \$650,105.59 to the Receiver, which total consists of: (a) \$85,769.88 net proceeds from the sale of real property in Delray Beach, (b) \$267,609.51 net proceeds from the sale of real property in Coral Springs, (c) \$280,377.25 net proceeds from the sale of second property in Coral Springs, (d) \$6,152.51 from a bank account, and (e) \$10,196.44 from a second bank account. An additional \$7,062.70 was seized by the Federal Bureau of Investigation from one of DaVibez’s bank accounts.

6. Guayara has represented to the Receiver that he transferred \$265,000 to certain

investors in order to return the amounts owed to the investors for their principal investment with the MJ Defendants.

7. In order to fully and finally resolve their disputes, avoid litigation, expense and delay, and settle all claims and causes of action in connection with the Fraudulent Transfers, the parties have reached a compromise and settlement of the Fraudulent Transfers as set forth in the Agreement.

8. Under the Agreement, the Guayara, DaVibez and the Other Guayara Related Parties consent to the entry of a final judgment for the principal amount of \$1,472,196.51. This amount represents the remaining balance of the Fraudulent Transfers (\$2,394,364.80), less the funds surrendered to the Receiver (\$650,105.59), less the funds seized by the FBI (\$7,062.70), and less the amount Guayara represents he transferred to investors to repay principal investments with MJ Capital (\$265,000).

9. The Agreement is subject to Court approval, and attached hereto as Exhibit 1. Certain pertinent terms are described below:

- a. Consent Final Judgment. In order to resolve the remaining amount of \$1,472,196.51 the Receiver alleges is owed by Guayara and DaVibez to the receivership estate, Guayara and DaVibez hereby agree to the entry of a consent final judgment by the Court for the principal amount of \$1,472,196.51, plus post-judgment interest on the entire amount at the applicable rate upon entry of the Consent Final Judgment, jointly and severally (the "Consent Final Judgment"), in substantially the same form of the proposed final judgment attached hereto as Exhibit A, which will be entered in the above-referenced case or other related case initiated by the Receiver. In the event the Receiver discovers and establishes through documents or other information that Guayara and/or DaVibez, directly or indirectly, received more than the \$2,394,364.80 from the Receivership Entities, which transfers are listed in Exhibit B, Guayara and DaVibez hereby agree, upon the Receiver's filing of a motion and affidavit so establishing, to the entry of an amended consent final judgment by the Court for the additional amounts, jointly and severally. This Agreement addresses only the Receiver's potential claims against Guayara, DaVibez and Other Guayara Related Parties.
- b. Warrants and Representations. Guayara, DaVibez and the Other Guayara Related

Parties hereby warrant and represent as follows: (a) Guayara is the sole owner of DaVibez and Quick2Go LLC; (b) Guayara, DaVibez and the Other Guayara Related Companies received a total of \$2,394,364.80 from the Receivership Entities, and did not receive any other funds or items of value from, or in connection with, the Receivership Entities; (c) Guayara provided the Investor Payments to the Investors for their investment in MJ Capital with the belief and understanding that such payments were to return amounts owed to the Investors for their principal investment with the MJ Defendants, and not for any interest or other additional amounts; (d) the Investors did not provide any portion of their investment in MJ Capital to Guayara, DaVibez or the Other Guayara Related Parties; (e) the Investor Payments Guayara provided to the Investors consist of funds he received from the MJ Defendants; and (f) the Financial Disclosure (defined below) is true and correct.

- c. Financial Disclosure. Guayara has provided the Receiver with a sworn financial disclosure (the “Financial Disclosure”) and represented that the Financial Disclosure discloses all assets he and/or DaVibez have any interest in, either directly or indirectly, as of April 24, 2023 including, but not limited to, bank accounts, brokerage accounts, cash, cryptocurrency, real property, vehicles, jewelry, investments, and ownership interests in other companies such as the Other Bryant Guayara Companies and their value. Guayara, DaVibez and the Other Guayara Related Parties agree to provide additional information relating to assets upon the request of the Receiver, to the extent such information is available, including, but not limited to, name of financial institution, account numbers and other identifying information. In the event the Receiver discovers an asset of Guayara, DaVibez and/or Other Guayara Related Parties that was not included in the Financial Disclosure, Guayara, DaVibez and/or the Other Guayara Related Parties, as applicable, shall surrender such asset to the Receiver upon notice to counsel for Guayara, Tama Kudman via email to tbk@pietragallo.com, and Guayara, DaVibez, and the Other Guayara Related Parties will not oppose any motion or other appropriate pleading filed by the Receiver seeking the surrender and turnover of such asset.

LEGAL ARGUMENT

10. “A district court reviews settlements proposed by receivers for fairness, reasonableness, and adequacy.” *Sec. & Exch. Comm'n v. 1 Glob. Cap. LLC*, No. 18-CV-61991, 2018 WL 8050527, at *2 (S.D. Fla. Dec. 27, 2018); *see Sterling v. Stewart*, 158 F.3d 1199, 1201 (11th Cir. 1998) (approving settlement because managing receiver acted in good faith and conducted adequate investigation and settlement was fair); *Sec. & Exch. Comm'n v. Quiros*, No. 16-CV-21301, 2016 WL 9254719, at *2 (S.D. Fla. Oct. 18, 2016) (approving settlement as fair,

adequate and reasonable, and well within the range of reasonableness). “Determining fairness is left to the sound discretion of the district court.” *Sec. & Exch. Comm'n v. 1 Glob. Cap. LLC*, 2018 WL 8050527, at *2 (citing *Sterling*, 1158 F. 3d at 1202).

11. The Agreement is in the best interests of the receivership estate and victim investors, and is well within the range of reasonableness. The Receivership Entities, based on their books and records, transferred a total of \$2,394,364.80 to Guayara, DaVibez and the Other Guayara Related Companies. The remaining balance of the Fraudulent Transfers, after the total has been reduced by funds surrendered to the Receiver, seized by the FBI, and represented by Guayara to have been transferred to investors to repay principal investments in MJ Capital, is \$1,472,196.51.

12. Under the Agreement, Guayara, DaVibez and the Other Guayara Related Parties consent to the entry of a final judgment for the principal amount of \$1,472,196.51. Further, Guayara has provided a Financial Disclosure, and under the Agreement, in the event the Receiver discovers an asset of Guayara, DaVibez or Other Guayara Related Parties that was not included in the Financial Disclosure, they will surrender such asset to the Receiver, and will not oppose any motion or other appropriate pleading filed by the Receiver seeking the surrender and turnover of such asset.

13. The Receiver believes that the proposed settlement constitutes a fair valuation of potential liability given applicable claims, defenses, and risks. The Receiver was able to reach an agreement that will provide for a final consent judgment of the remaining liability without protracted litigation, and its attended risk and expense.

WHEREFORE, the Receiver respectfully requests that the Court: (a) enter an order granting the Motion substantially in the same form as the proposed order attached hereto as

Exhibit 2, (b) approving the Agreement, and (c) grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

KOZYAK TROPIN & THROCKMORTON, LLP
2525 Ponce de Leon Boulevard, 9th Floor
Coral Gables, Florida 33134
Tel: (305) 372-1800/Fax: (305) 372-3508
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By: /s/ Bernice C. Lee
Benjamin J. Widlanski, Esq.
Florida Bar No. 1010644
Bernice C. Lee, Esq.
Florida Bar No. 0073535
David L. Rosendorf, Esq.
Florida Bar No. 996823

Counsel for Corali Lopez-Castro, Receiver

CERTIFICATION OF CONFERENCE WITH COUNSEL

The undersigned counsel for the Receiver certifies that she has conferred with counsel for the SEC, and certifies that the SEC has no objection to the relief sought in the Motion.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the clerk of the Court using CM/ECF, and the foregoing document has been served this 8th day of May, 2023: (i) via CM/ECF upon all counsel of record; (ii) via electronic mail on Johanna M. Garcia (johannaredondo@yahoo.com); and (iii) via first class U.S. mail on Johanna M. Garcia, 7814 S.W. 8 Court, North Lauderdale, Florida 33068.

By: /s/ Bernice C. Lee
Bernice C. Lee

EXHIBIT 1

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

CASE NO.: 21-61644-CIV-SINGHAL

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MJ CAPITAL FUNDING, LLC,
MJ TAXES AND MORE, INC., and
JOHANNA M. GARCIA,

Defendants.

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made this 24th day of April, 2023 by and between Corali Lopez-Castro, solely in her capacity as the receiver (the “Receiver”) over MJ Capital Funding, LLC (“MJ Capital”), MJ Taxes and More Inc., Pavel Ruiz MJCF LLC and UDM Remodeling, LLC (collectively the “Receivership Entities”) appointed by the United States District Court for the Southern District of Florida (the “Court”) in Case No. 21-61644 initiated by the Securities and Exchange Commission (“SEC”) against the above-referenced defendants, on the one hand, and Bryant Guayara (“Guayara”), DaVibezCreations LLC (“DaVibez”) and all other companies for which Guayara has been a manager, member, officer, director, registered agent and/or direct or indirect owner (collectively the “Other Guayara Related Parties”), on the other hand. The Receiver, Guayara and the Other Guayara Related Parties may each be referred to as a “Party” and may together be referred to as the “Parties.”

WHEREAS, on August 9, 2021, the SEC filed a complaint [DE 1] against MJ Capital and MJ Taxes and More Inc. (the “MJ Defendants”) and Johanna M. Garcia (“Ms. Garcia”), and later filed an amended complaint [DE 130]. The SEC alleges that Ms. Garcia used the MJ Defendants to perpetrate a Ponzi scheme by which investors were tricked into thinking they were funding merchant cash advance loans to small businesses when in reality their “returns” have been funded with money obtained from new investors;

WHEREAS, the Court entered the Order appointing the Receiver over the MJ Defendants [ECF 17] on August 12, 2021, and the Order Granting Receiver’s Motion to Expand Receivership Estate [DE 79] on October 14, 2021, which orders direct the Receiver to, among other things, sue for and collect all property interest of the Receivership Entities, and seek the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, collection of debts, and such other relief from the Court as may be necessary to enforce the orders;

WHEREAS, the Receiver has asserted that, according to the Receivership Entities' records, the Receivership Entities transferred an aggregate amount of \$2,394,364.80 to Guayara, which transfers the Receiver believes are avoidable as fraudulent transfers and recoverable under applicable law, including but not limited to, § 726.105(1)(a), § 726.105(1)(b), § 726.106(1), § 726-108 of the Florida Statutes (collectively, the "Fraudulent Transfers");

WHEREAS, the Receiver issued subpoenas to Guayara and DaVibez, and Guayara and DaVibez produced certain bank records and other documents to the Receiver, and the Parties have engaged in settlement discussions with respect to the Fraudulent Transfers;

WHEREAS, Guayara on behalf of himself and DaVibez has voluntarily surrendered, and the Receiver has received, \$650,105.59 in funds from accounts and the sale of real property, and an additional \$7,062.70 was seized by the Federal Bureau of Investigation from one of DaVibez's bank accounts;

WHEREAS, Guayara has represented to the Receiver and provided supporting documentation, that he transferred a total of \$265,000, consisting of \$45,000 to Mercedes Teresa Gonzalez, \$20,000 to Imad Shakhshire, \$100,000 to Painting Concepts Inc. and \$100,000 to Pedro Freitez Romero (collectively, the "Investors"), in order to provide funds to the Investors for their investments with MJ Capital (collectively, the "Investor Payments"); and

WHEREAS, following good faith negotiations and in order to fully and finally resolve their disputes, avoid litigation, expense and delay, and settle all claims and causes of action in connection with the Fraudulent Transfers by and between the Parties have reached a compromise and settlement of the Fraudulent Transfers as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without admitting any wrongdoing or liability, the Parties stipulate and agree as follows:

1. Recitals Incorporated. The recitals and prefatory phrases and paragraphs set forth above are incorporated in full and made a part of the Agreement.

2. Consent Final Judgment. In order to resolve the remaining amount of \$1,472,196.51 the Receiver alleges is owed by Guayara and DaVibez to the receivership estate, Guayara and DaVibez hereby agree to the entry of a consent final judgment by the Court for the principal amount of \$1,472,196.51, plus post-judgment interest on the entire amount at the applicable rate upon entry of the Consent Final Judgment, jointly and severally (the "Consent Final Judgment"), in substantially the same form of the proposed final judgment attached hereto as **Exhibit A**, which will be entered in the above-referenced case or other related case initiated by the Receiver. In the event the Receiver discovers and establishes through documents or other information that Guayara and/or DaVibez, directly or indirectly, received more than the \$2,394,364.80 from the Receivership Entities, which transfers are listed in **Exhibit B**, Guayara and DaVibez hereby agree, upon the Receiver's filing of a motion and affidavit so establishing, to the entry of an amended consent final judgment by the Court for the additional amounts, jointly

and severally. This Agreement addresses only the Receiver's potential claims against Guayara, DaVibez and Other Guayara Related Parties.

3. Warrants and Representations. Guayara, DaVibez and the Other Guayara Related Parties hereby warrant and represent as follows: (a) Guayara is the sole owner of DaVibez and Quick2Go LLC; (b) Guayara, DaVibez and the Other Guayara Related Companies received a total of \$2,394,364.80 from the Receivership Entities, and did not receive any other funds or items of value from, or in connection with, the Receivership Entities; (c) Guayara provided the Investor Payments to the Investors for their investment in MJ Capital with the belief and understanding that such payments were to return amounts owed to the Investors for their principal investment with the MJ Defendants, and not for any interest or other additional amounts; (d) the Investors did not provide any portion of their investment in MJ Capital to Guayara, DaVibez or the Other Guayara Related Parties; (e) the Investor Payments Guayara provided to the Investors consist of funds he received from the MJ Defendants; and (f) the Financial Disclosure (defined below) is true and correct.

4. Financial Disclosure. Guayara has provided the Receiver with a sworn financial disclosure (the "Financial Disclosure") and represented that the Financial Disclosure discloses all assets he and/or DaVibez have any interest in, either directly or indirectly, as of April 24 2023 including, but not limited to, bank accounts, brokerage accounts, cash, cryptocurrency, real property, vehicles, jewelry, investments, and ownership interests in other companies such as the Other Bryant Guayara Companies and their value. Guayara, DaVibez and the Other Guayara Related Parties agree to provide additional information relating to assets upon the request of the Receiver, to the extent such information is available, including, but not limited to, name of financial institution, account numbers and other identifying information. In the event the Receiver discovers an asset of Guayara, DaVibez and/or Other Guayara Related Parties that was not included in the Financial Disclosure, Guayara, DaVibez and/or the Other Guayara Related Parties, as applicable, shall surrender such asset to the Receiver upon notice to counsel for Guayara, Tama Kudman via email to tbk@pietragallo.com, and Guayara, DaVibez, and the Other Guayara Related Parties will not oppose any motion or other appropriate pleading filed by the Receiver seeking the surrender and turnover of such asset.

5. Attorneys' Fees and Costs. Except as otherwise set forth herein or in the Consent Final Judgment or any amended consent final judgment, each Party shall be responsible for and bear all of its own costs and expenses incurred at any time in connection with the above-referenced case, and the negotiation, execution and performance of the Agreement; provided, however, if any Party shall incur fees and expenses to enforce the terms of the Agreement, the prevailing Party shall be entitled to recover such fees and expenses from the non-prevailing Party.

6. Tolling Provision. Any statute of limitations period for the Receiver on behalf of the Receivership Entities' estates to bring any and all claims against Guayara, DaVibez or any Other Guayara Related Parties, including, but not limited to, the Fraudulent Transfer Claims, that have not expired as of the date of the Agreement are hereby, and shall be deemed, tolled until and through thirty (30) days after the entry of the final, non-appealable Consent Final Judgment, and any amended consent final judgment.

7. No Admission. It is understood that the settlement set forth herein is a compromise of disputed claims and is not to be construed as an admission of any wrongdoing or liability.

8. Binding Effect. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. Assignment. The Receiver shall have the absolute right to sell, assign and convey the rights under the Agreement, the Consent Final Judgment, and any amended consent final judgment, as she deems appropriate.

10. Entire Agreement. The Agreement constitutes the entire agreement of the Parties hereto as to the subject matter hereof. The undersigned acknowledge that there are no communications or oral understandings contrary, different, or that in any way restrict the Agreement, and that all prior agreements or understandings within the scope of the subject matter of the Agreement are superseded, null and void.

11. Waiver, Modification and Amendment. No waiver, modification or amendment of the terms and conditions of the Agreement shall be valid and binding unless made in writing, signed by the Party to be charged and then only to the extent as set forth in such written waiver, modification or amendment.

12. Counterparts and Electronic Transmission. The Agreement may be executed in one or more counterparts and the Parties may transmit the executed Agreement to each other electronically, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

13. Authority to Act. The persons executing the Agreement on behalf of the Parties represent and warrant that they have the full authority and power to enter into the Agreement and compromise the disputes described herein, and sign on behalf of the party for whom they are signing and that their signature on the Agreement shall be binding on such party.

14. No Reliance. Each Party represents and warrants that in entering into the Agreement it is relying on its own judgment, belief and knowledge and, as applicable, on that of any attorney it has retained to represent it in this matter. In entering into the Agreement, no Party is relying on any representation or statement made by any other Party or any person representing such other Party.

15. Neutral Interpretation. In the event any dispute arises among the Parties with regard to the interpretation of any term of the Agreement, the Parties shall be considered collectively to be the drafting party and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall be inapplicable.

16. Consultation with Counsel. The Parties each acknowledge that they have consulted with counsel and with such other experts and advisors as they have deemed necessary in connection with the negotiation, execution and delivery of the Agreement, or have had an opportunity to so consult and have knowingly chosen not to do so.


17. Acknowledgement. The Agreement was executed after arm's length negotiations between the Parties and their respective counsel, and reflects the conclusion of the Parties that this Agreement is in the best interests of the Parties.

18. Applicable Law. The Agreement shall be governed by and construed in accordance with the law and rules applicable in the United States District Court for the Southern District of Florida. Where state law controls, the Agreement shall be governed by the substantive law of the State of Florida, without regard to its choice of law rules.

19. Jurisdiction. The Court shall retain sole and exclusive personal and subject matter jurisdiction over the Parties and the subject matter, interpretation, effectuation, and enforcement of the terms of the Agreement, the Consent Final Judgment, and any amended consent final judgment. In any action between or among the Parties hereto arising out of or relating to the Agreement, the Consent Final Judgment or amended consent final judgment, including with respect to enforcement, each Party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the Court venue for any such proceedings being exclusively in the Court. The Parties hereby waive the right to trial by jury with respect to any disputes arising out of or in any way relating to the Agreement, Consent Final Judgment and amended consent final judgment with respect to all issues so triable.

20. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused the Agreement to be executed on the dates shown below:



Bryant Guayara, individually

4-24-2023

Date



Bryant Guayara, on behalf of DaVibezCreations LLC

4-24-2023

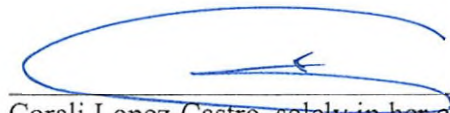
Date



Bryant Guayara, on behalf of all Other Guayara Related Parties

4-24-2023

Date



Corali Lopez-Castro, solely in her capacity
as Receiver for the Receivership Entities

5-8-2023

Date

Exhibit A

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

CASE NO.: 21-61644-CIV-SINGHAL

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MJ CAPITAL FUNDING, LLC,
MJ TAXES AND MORE, INC., and
JOHANNA M. GARCIA,

Defendants.

**CONSENT FINAL JUDGMENT AS TO BRYANT
GUAYARA AND DAVIBEZCREATIONS LLC**

THIS CAUSE is before the Court on the Motion to Approve Settlement and Entry of Consent Final Judgment Against Bryant Guayara and DaVibezCreations LLC (the "Motion") (DE [____]) filed by Corali Lopez-Castro, as the receiver (the "Receiver") over MJ Capital Funding, LLC, MJ Taxes and More Inc., Pavel Ruiz MJCF LLC, and UDM Remodeling, LLC (each a "Receivership Entity" and collectively the "Receivership Entities"). Bryant Guayara and DaVibezCreations LLC, having consented to the entry of this Final Consent Judgment, consented to the Court's jurisdiction to this Final Consent Judgment, entered into the Settlement Agreement (the "Agreement"), a copy of which was attached as Exhibit ____ to the Motion, waived findings of fact and conclusions of law, and waived any right to appeal from this Final Consent Judgment, and the Court, having considered the Motion, the consents, the record, and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1. Final Judgment is entered in favor of the Receiver, and her successor or assigns, against Bryant Guayara and DaVibezCreations LLC, jointly and severally, in the amount of One Million Four Hundred Seventy-Two Thousand One Hundred Ninety Six Dollars and Fifty One Cents (\$1,472,196.51), together with interest on such amount from the date of this Final Consent Judgment at a rate of _____ per annum, for all of which amounts let execution issue forthwith.
2. The monetary judgment is enforceable against any asset, real or personal, whether located within the United States or outside the United States, owned jointly by, on behalf of, for the benefit of, or in trust by or for, Bryant Guayara and/or DaVibezCreations LLC, including whether held as tenants in common, joint tenants with or without the right of survivorship, tenants by the entirety, and/or community property.
3. Any action for execution, and in proceedings supplementary to and in aid of judgment or execution, with respect to this Final Consent Judgment may be sought before the United States District Court for the Southern District of Florida.
4. This Final Judgment addresses only the Receiver's potential claims against Bryant Guayara and DaVibezCreations LLC.

DONE and ORDERED in Chambers at Fort Lauderdale, Florida, this ____ day of

_____, 2023.

RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished to counsel of record via CM/ECF.

Exhibit B

Date	Check No.	Amount
03/03/20	9008	8,930.00
03/06/20	8006	1,600.00
05/08/20	7207	2,845.00
05/29/20	7205	2,845.00
06/01/20	7204	2,845.00
06/22/20	7323	5,045.00
06/23/20	7324	5,045.00
07/06/20	7325	5,045.00
07/07/20	7491	6,388.88
07/13/20	7490	6,388.88
07/17/20	7459	6,388.88
07/27/20	7493	6,388.88
07/31/20	7570	6,388.00
07/31/20	7495	6,388.88
08/04/20	7710	7,708.00
08/07/20	7705	7,708.00
08/10/20	7703	7,708.00
08/14/20	7707	7,708.00
08/31/20	7709	7,708.00
08/31/20	7882	8,285.70
09/08/20	7892	8,285.70
09/11/20	7883	8,285.00
09/18/20	8081	8,285.00
09/21/20	7885	8,285.00
09/30/20	7886	8,285.00
10/05/20	8257	8,285.00
10/09/20	8353	7,687.00
10/09/20	8359	7,687.00
10/14/20	8365	7,687.00
10/20/20	8333	7,687.00
10/20/20	8368	7,687.00
10/23/20	8362	7,687.00
10/23/20	8367	7,687.00
10/26/20	8356	7,687.00
11/03/20	8961	9,800.00
11/06/20	8950	9,800.00
11/09/20	8964	9,800.00
11/12/20	9424	9,800.00
11/16/20	8954	9,800.00
11/16/20	8967	9,800.00
11/20/20	8957	9,800.00
11/24/20	8951	9,800.00
11/25/20	8949	9,800.00
12/02/20	10011	9,800.00
12/02/20	10013	9,800.00
12/04/20	10010	9,800.00

12/07/20	10000	9,800.00
12/11/20	9992	9,800.00
12/14/20	9993	9,800.00
12/16/20	10491	9,800.00
12/18/20	9997	9,800.00
12/21/20	9994	9,800.00
12/28/20	9991	9,800.00
01/04/21	11268	9,900.00
01/08/21	11258	9,800.00
01/08/21	11276	9,800.00
01/11/21	11275	9,800.00
01/15/21	11274	9,800.00
01/19/21	11893	8,500.00
01/19/21	11901	8,500.00
01/19/21	11271	9,800.00
01/20/21	11907	6,000.00
01/21/21	12776	8,500.00
01/21/21	12778	8,500.00
01/22/21	11273	9,800.00
01/25/21	12731	8,500.00
01/25/21	12732	8,500.00
01/25/21	11272	9,800.00
01/25/21	11902	9,800.00
01/26/21	12728	9,800.00
01/27/21	12730	9,500.00
02/01/21	2157	9,800.00
02/02/21	2504	9,800.00
02/02/21	2488	9,800.00
02/02/21	2496	9,800.00
02/05/21	2505	9,800.00
02/05/21	2723	9,800.00
02/05/21	2724	9,800.00
02/05/21	2158	9,800.00
02/05/21	2489	9,800.00
02/05/21	2497	9,800.00
02/08/21	2506	9,800.00
02/08/21	2725	9,800.00
02/08/21	2159	9,800.00
02/08/21	2490	9,800.00
02/09/21	2498	9,800.00
02/12/21	2160	9,800.00
02/12/21	2491	9,800.00
02/12/21	2499	9,800.00
02/16/21	2507	9,800.00
02/16/21	2726	9,800.00
02/16/21	2492	9,800.00
02/16/21	2500	9,800.00

02/17/21	2508	9,800.00
02/17/21	2727	9,800.00
02/17/21	2162	9,800.00
02/19/21	2509	9,800.00
02/19/21	2728	9,800.00
02/19/21	2493	9,800.00
02/19/21	2501	9,800.00
02/23/21	2510	9,800.00
02/23/21	2729	9,800.00
02/23/21	2163	9,800.00
02/23/21	2494	9,800.00
02/23/21	2502	9,800.00
03/01/21	2511	9,800.00
03/01/21	2730	9,800.00
03/01/21	6673	9,800.00
03/01/21	6674	9,800.00
03/01/21	6621	9,800.00
03/01/21	6622	9,800.00
03/01/21	2164	9,800.00
03/01/21	2495	9,800.00
03/01/21	2503	9,800.00
03/01/21	6637	9,800.00
03/02/21	2165	9,800.00
03/05/21	6623	9,800.00
03/05/21	6624	9,800.00
03/05/21	6638	9,800.00
03/08/21	6675	9,800.00
03/08/21	6676	9,800.00
03/08/21	6625	9,800.00
03/08/21	6626	9,800.00
03/08/21	6639	9,800.00
03/11/21	6677	9,800.00
03/11/21	6678	9,800.00
03/12/21	6627	9,800.00
03/12/21	6628	9,800.00
03/12/21	6640	9,800.00
03/15/21	6679	9,800.00
03/15/21	6680	9,800.00
03/15/21	6682	9,800.00
03/15/21	6629	9,800.00
03/15/21	6630	9,800.00
03/16/21	6681	9,800.00
03/16/21	6641	9,800.00
03/19/21	6631	9,800.00
03/19/21	6632	9,800.00
03/19/21	6642	9,800.00
03/22/21	6684	9,800.00

03/22/21	6633	9,800.00
03/22/21	6634	9,800.00
03/22/21	6643	9,800.00
03/25/21	6685	9,800.00
03/25/21	6686	9,800.00
03/26/21	169	9,800.00
03/26/21	6687	9,800.00
03/26/21	6688	9,800.00
03/26/21	6635	9,800.00
03/26/21	6644	9,800.00
03/29/21	597	9,800.00
03/29/21	557	9,800.00
03/29/21	573	9,800.00
04/01/21	598	9,800.00
04/01/21	599	9,800.00
04/01/21	558	9,800.00
04/01/21	559	9,800.00
04/01/21	6636	9,800.00
04/05/21	560	9,800.00
04/05/21	574	9,800.00
04/06/21	600	9,800.00
04/06/21	601	9,800.00
04/07/21	602	9,800.00
04/07/21	561	9,800.00
04/07/21	562	9,800.00
04/07/21	575	9,800.00
04/12/21	563	9,800.00
04/12/21	564	9,800.00
04/12/21	576	9,800.00
04/15/21	577	9,800.00
04/16/21	565	9,800.00
04/16/21	566	9,800.00
04/16/21	578	9,800.00
04/19/21	603	9,800.00
04/19/21	605	9,800.00
04/19/21	567	9,800.00
04/19/21	579	9,800.00
04/22/21	568	9,800.00
04/23/21	569	9,800.00
04/23/21	580	9,800.00
04/26/21	606	9,800.00
04/26/21	607	9,800.00
04/26/21	570	9,800.00
04/29/21	571	9,800.00
05/03/21	572	9,800.00
05/03/21	9528	9,800.00
05/03/21	9529	9,800.00

05/03/21	9544	9,800.00
05/04/21	608	9,800.00
05/05/21	609	9,800.00
05/05/21	610	9,800.00
05/05/21	611	9,800.00
05/10/21	612	9,800.00
05/10/21	9570	9,800.00
05/10/21	9531	9,800.00
05/10/21	9532	9,800.00
05/10/21	9534	9,800.00
05/10/21	9535	9,800.00
05/10/21	9545	9,800.00
05/11/21	9572	9,800.00
05/12/21	9571	9,800.00
05/13/21	9546	9,800.00
05/17/21	9537	9,800.00
05/17/21	9538	9,800.00
05/17/21	9540	9,800.00
05/17/21	9541	9,800.00
05/17/21	9547	9,800.00
05/21/21	9530	9,800.00
05/21/21	9543	9,800.00
05/21/21	9548	9,800.00
05/24/21	9576	9,800.00
05/24/21	9577	9,800.00
05/24/21	9579	9,800.00
05/25/21	9580	9,800.00
05/25/21	9581	9,800.00
05/25/21	9583	9,800.00
05/25/21	9533	9,800.00
05/25/21	9536	9,800.00
05/25/21	9551	9,800.00
05/27/21	9550	9,800.00
05/28/21	9574	9,800.00
05/28/21	9582	9,800.00
05/28/21	9584	9,800.00
05/28/21	9539	9,800.00
05/28/21	9542	9,800.00
05/28/21	21238	9,800.00
05/28/21	9549	9,800.00
06/01/21	21239	9,800.00
06/01/21	21263	9,800.00
06/02/21	9585	9,800.00
06/02/21	21262	9,800.00
06/02/21	21264	9,800.00
06/03/21	21240	9,800.00
06/03/21	21254	9,800.00

06/03/21	21256	9,800.00
06/04/21	21241	9,800.00
06/04/21	21255	9,800.00
06/07/21	21242	9,800.00
06/07/21	21257	9,800.00
06/07/21	21265	9,800.00
06/07/21	21266	9,800.00
06/07/21	21267	9,800.00
06/07/21	21270	9,800.00
06/09/21	21243	9,800.00
06/09/21	21258	9,800.00
06/11/21	21268	9,800.00
06/11/21	21273	9,800.00
06/11/21	21274	9,800.00
06/14/21	21244	9,800.00
06/14/21	21245	9,800.00
06/14/21	21251	9,800.00
06/14/21	21259	9,800.00
06/14/21	21260	9,800.00
06/15/21	21261	9,800.00
06/17/21	21246	9,800.00
06/18/21	21247	9,800.00
	Total	\$ 2,394,364.80

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

CASE NO.: 21-61644-CIV-SINGHAL

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MJ CAPITAL FUNDING, LLC,
MJ TAXES AND MORE, INC., and
JOHANNA M. GARCIA,

Defendants.

ORDER

THIS CAUSE is before the Court on the Receiver's Motion to Approve Settlement Agreement with Bryant Guayara, DaVibezCreations LLC and Other Guayara Related Parties (DE [____]), filed on May 8, 2023, which moves for entry of an order approving the settlement agreement entered into between the Receiver, on one hand, and Bryant Guayara, DaVibezCreations LLC, and all other companies for which Bryant Guayara has been a manager, member, officer, director, registered agent and/or direct or indirect owner, on the other hand, a copy of which is attached as Exhibit 1 to the motion ("the Settlement Agreement"). Having considered the Settlement Agreement and the motion, and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1. The Receiver's Motion to Approve Settlement Agreement with Bryant Guayara, DaVibezCreations LLC and Other Guayara Related Parties (DE [____]) is
GRANTED.

DONE and ORDERED in Chambers at Fort Lauderdale, Florida, this ____ day of _____, 2023.

RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished to counsel of record via CM/ECF