

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

Case No. 26-10070

AMY EICHELBERG, ALLISON PATIERNO, SCOTT SIMON, and
JOBOT, LLC,

Appellants

v.

HAYES MEDICAL STAFFING, LLC

Appellee

On Appeal from the United States District Court
for the Southern District of Florida

No. 0:23-CV-60748-LEIBOWITZ

APPELLANTS' EMERGENCY MOTION TO STAY EXECUTION
OF JUDGMENT PENDING APPEAL

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Jobot, LLC (“Jobot”), Scott Simon (“Simon”), and Amy Eichelberg (“Eichelberg”) (collectively, the “Moving Parties”) file this emergency motion for an stay of execution of judgment pending appeal pursuant to Federal Rule of Appellate Procedure 8(a) and Eleventh Circuit Local Rule 27-1(b). This is an emergency motion because the Moving Parties will suffer devastating – yet totally avoidable – financial harm absent the relief requested. The Moving Parties respectfully request that this Court (1) immediately and temporarily stay execution of the Judgment pending resolution of this motion; and (2) ultimately stay execution of this Judgment for the reasons that follow.

INTRODUCTION

Jobot has and will have the funds, but not the ability, to obtain a supersedeas bond to stay execution of the judgment in this case. Neither Simon nor Eichelberg have any meaningful funds. An immediate stay of execution of the judgment is necessary to preserve the status quo and to prevent Jobot, Simon, and Eichelberg from suffering irreparable harm if Appellee Hayes Medical Staffing, LLC (“Hayes”) is permitted to execute on the judgment pending appellate review.

The erroneous judgment in this case exceeds \$6 million. Jobot maintains \$7 to \$11 million in an operating account, but its primary lender has required Jobot to keep \$5 million in the account. The Moving Parties moved for a stay of execution by providing an alternative security to the judgment that would create collectable judgment fund of at least \$7.6 million by the end of this appeal if the Moving Parties are unsuccessful. The United States District Court for the Southern District of Florida (“district court”) denied the motion, effectively ignoring the resulting financial harm to Jobot and the effective alternative solution to ensuring that Hayes could collect if it prevails on appeal.

Seeking to put Jobot out of business, Hayes is aggressively pursuing execution on the judgment with full knowledge of the consequences to its competitor. Indeed, the district court issued a writ of garnishment on March 17, 2026. Absent a stay, execution triggers a default under Jobot’s financing agreement (“Financing Agreement”) with its primary lender,¹ resulting in the acceleration of more than \$50 million

¹ The Financing Agreement is attached as Exhibit 1 to the Declaration of Paul Dean.

in debt (which Jobot cannot immediately cover), Jobot's insolvency, and an existential financial threat for Jobot, Simon, and Eichelberg.

Execution at this stage would inflict irreversible harm on the Moving Parties. It would threaten the livelihoods of hundreds of Jobot employees and consultants. It would effectively render the Moving Parties' appeal unaffordable and unsustainable, depriving them of their appellate rights. A stay will not prejudice Hayes, which remains fully protected by Jobot's financial capacity and proposed alternative security. The Moving Parties therefore request, on an emergency basis, that this Court order a stay of execution of the judgment pending appeal and on the reasonable terms proposed by Jobot.

PROCEDURAL HISTORY

On December 3, 2025, the district court issued its Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the Federal Rules of Civil Procedure. [Doc. 376]. The district court found in favor of Hayes on Counts I, IV, and V, and against Hayes on Counts II and III of the Verified Amended Complaint. [Doc. 95, Doc. 376 at 65]. The district court entered a \$6,037,532 judgment, jointly and severally, against the Moving

Parties and Appellant Allison Patierno on January 7, 2026 (“Judgment”). [Doc. 377]. The Moving Parties timely appealed the Judgment. [Doc. 385].

At the same time, Moving Parties moved the district court (1) to stay the execution of the Judgment pending appeal, and (2) to waive the requirement that Moving Parties post a supersedeas bond. [Doc. 386]. United States Magistrate Judge Augustin-Birch issued a Report and Recommendation (“R&R”)² denying Moving Parties’ motion. [Doc. 399]. The Moving Parties timely objected to the R&R, and the Court affirmed and adopted the R&R on March 13, 2026.³ [Docs. 402, 412].

In denying the motion, the district court held that Moving Parties failed to justify a stay of execution without posting a supersedeas bond under Federal Rule of Civil Procedure 62(b) and Southern District of Florida Local Rule 62.1. [Docs. 399, 412]. The district court reasoned that although Jobot demonstrated that it currently has sufficient funds to satisfy the judgment, it failed to present a financially secure

² A copy of the R&R is attached hereto as Exhibit A.

³ A copy of the lower court’s Order adopting the R&R is attached hereto as Exhibit B.

plan demonstrating that it would maintain its solvency and preserve its ability to satisfy the judgment throughout the pendency of the appeal.

The district court further determined that Jobot’s proposed alternative security—monthly deposits of \$200,000 in addition to maintaining adequate funds—was insufficient because it represented only a small fraction of the judgment and, without resting on any evidence, was skeptical about Jobot’s ability to sustain those payments for the duration of the appeal. In addition, the district court found that Jobot failed to show that posting a full supersedeas bond would impose an undue financial burden despite acknowledging that Jobot would default on its lender agreement. Finally, the district court recognized that the individual Moving Parties submitted no evidence regarding their personal financial circumstances and therefore failed to establish any basis for relief from the bond requirement. [Docs. 399, 412].

GROUND FOR THE RELIEF SOUGHT

I. Factual Background

A. Jobot’s Financing Agreement

On April 21, 2025, Jobot executed an amended and restated financing agreement (“Financing Agreement”) with its primary lender.

Declaration of Paul Dean (“Dean Decl.”), attached as Exhibit C, at ¶ 3.

That Financing Agreement contains, among other things, covenants that cannot be breached by Jobot. One of the covenants states as follows:

(b) Minimum Qualified Cash. Starting as of May 31, 2025, [Jobot shall not] permit the Qualified Cash as of the last day of any calendar month (or, if such day is not a Business Day, the immediately preceding Business Day) to be less than \$5,000,000 as of the end of each calendar month.

Dean Decl. at ¶ 4.

In other words, this agreement requires Jobot to maintain a minimum balance of \$5 million in its deposit accounts. Dean Decl. at ¶ 5. A violation of this covenant constitutes an event of default under the Financing Agreement. Dean Decl. at ¶ 6. It is also an event of default if there is a judgment exceeding \$100,000 against Jobot and “enforcement proceedings ... have been commenced by any creditor upon any such judgment ...”. Dean Decl. at ¶ 7.

If Jobot defaults under the Financing Agreement, then the lender can “declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this [Financing Agreement]

shall become due and payable immediately...” Dean Decl. at ¶ 8. The balance of the principal of all loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under the Financing Agreement is currently over \$50 million. Dean Decl. at ¶ 9.

B. Jobot’s Bank Balance

Beginning in August 2025, Jobot held a daily balance in its deposit accounts of about \$7 to \$11 million. Dean Decl. at ¶ 10. In December 2025, Jobot held an average daily balance of about \$8 million in its deposit accounts. Dean Decl. at ¶ 11.

C. The Judgment and Jobot’s Search for a Supersedeas Bond

On January 7, 2026, this Court entered its Judgment. [Doc. 377]. The Court entered judgment against Defendants Amy Eichelberg, Allison Patierno, Scott Simon, and Jobot, jointly and severally, in the amount of \$6,037,532.00 (“Judgment Amount”) plus post-judgment interest. The Moving Parties timely noticed this appeal immediately before filing their motion to stay. [Doc. 385.] Beginning the day this Court entered Judgment, Jobot sought approval of a supersedeas bond in amount of

\$6,641,285.20, which is 110% of the Judgment Amount.⁴ [Doc. 386-6 ¶¶ 4, 6].

Counsel for Jobot contacted Unique Surety, a national supersedeas bond broker, on the same day this Court entered the Judgment. [Doc. 386-6 ¶ 4]. Unique Surety reached out to several potential carriers to determine which carrier would provide the best terms for Jobot. [Doc. 386-6 ¶ 7]. In order to post the bond, all of the carriers required, at a minimum, a full cash collateral payment up front plus the first annual payment. [Doc. 386-6 ¶ 8].

Absent a payment of \$6,641,285 plus another \$66,413+ annual payment up front, no carriers will issue a supersedeas bond in this case. [Doc. 386-6 ¶ 9]. Jobot maintains sufficient cash on hand in its deposit accounts to obtain a supersedeas bond. However, Jobot has not been able to use that cash to post the supersedeas bond without defaulting on the Financing Agreement. Dean Decl. at ¶ 12. Similarly, the initiation of

⁴ The district court local rules require that “[a] supersedeas bond or other security staying execution of a money judgment shall be entered in the amount of 110% of the judgment, to provide security for interest, costs, and any award of damages for delay.” S.D. FLA. LOC. R. 62.1.

judgment enforcement proceedings also constitutes a default under the Financing Agreement. Dean Decl. at ¶ 13.

Thus, under the Financing Agreement, the lender may accelerate the balance of the \$50+ million debt, which will then become immediately due and payable, if Jobot defaults by either (1) using its cash to post a supersedeas bond, or (2) does not otherwise obtain a stay of execution of the Judgment entered in this case. Dean Decl. at ¶ 14.

If the lender accelerates the loan and forces a full repayment immediately, Jobot will be insolvent with catastrophic effects on its business. Dean Decl. at ¶ 15. Jobot will not be able to operate its business as usual unless this Court stays execution of the Judgment without requiring Jobot to post a supersedeas bond. Dean Decl. at ¶ 16.

Despite being a thriving business, a failure to stay execution would jeopardize the livelihoods of more than 700 W-2 employees. Dean Decl. at ¶ 17. Accordingly, the Moving Defendants now seek an order staying execution on the Judgment pending appeal without posting a supersedeas bond.

D. Financial Status of Individuals Eichelberg and Simon

Both Eichelberg and Simon submit declarations explaining that they are not in a financial position to obtain or secure a supersedeas bond in the amount required. Declaration of Amy Eichelberg (“Eichelberg Decl.”), attached as Exhibit D, ¶ 3; Declaration of Scott Simon (“Simon Decl.”), attached as Exhibit E, ¶ 3.

II. Memorandum of Law

The Moving Defendants seek an immediate stay of execution of the \$6 million Judgment during the appeal. They do not seek to stay the injunctions issued under Sections 1(a)-(c) of the Judgment. [Doc. 377]. For the following reasons, this Court should stay execution of the money Judgment against all Defendants pending resolutions of all appeals in this case.

Rule 8 of the Federal Rules of Appellate Procedure allows an appellant to move in this Court for a stay of execution of the judgment pending appeal if it made the motion to stay to the district court, and “the district court denied the motion or failed to afford the relief requested and state any reasons given by the district court for its action.” FED. R. APP. P. 8(a)(2)(A)(ii). That is the case here. The Moving Parties filed a

motion to stay execution in the district court, and the district court denied the motion. This motion is therefore timely and appropriate.

This Court should stay execution of the Judgment without a supersedeas bond and instead adopt the proposed alternative security plan. “The purpose of the supersedeas bond is to secure the prevailing party against the risk that the judgment debtor will be unable to meet the obligation pending appeal and to protect the prevailing party from costs that it incurs in foregoing execution of judgment until the appeal is decided.” *Chalfonte Condo Apartment Ass’n Inc. v. QBE Ins. Corp.*, 695 F. 3d 1215, 1232 (11th Cir. 2012). “The burden is on the party requesting a stay to demonstrate why a bond should not be required under Rule 62(b).” *Naval Logistic, Inc. v. M/ V Fam. Time*, 2024 U.S. Dist. LEXIS 217956, at *5 (S.D. Fla. 2024). The defendants “must show that, in the absence of standard security, plaintiffs will be properly secured against the risk that defendant[s] will be less able to satisfy the judgment after disposition of the post-[judgment] motions.” *Id.* (citation omitted).

The Court may exercise its discretion to substitute another form of security in place of the usual supersedeas bond (1) if the “judgment debtor objectively demonstrates a present financial ability to facilely respond to

a money judgment and presents to the court a financially secure plan for maintaining that same degree of solvency during the period of an appeal,” or (2) “if the judgment debtor’s present financial condition is such that the posting of a full bond would impose an undue financial burden.” Poplar Grove Planting & Refining Co. v. Bache Halsey Stuart, Inc., 600 F.2d 1189, 1191;⁵ see also Naval Logistic, 2024 WL 4950155, at *2 (explaining that “a supersedeas bond may be waived (1) where the defendant’s ability to pay the judgment is so plain that the cost of the bond would be a waste of money, and (2) where the requirement would put the defendant’s other creditors in undue jeopardy” (quotation marks omitted)). The Moving Parties satisfy both circumstances under which a court may waive a supersedeas bond.

A. Jobot Has The Funds To Satisfy the Judgment and Maintain Financial Solvency During the Pendency of the Appeal

Jobot has access to the funds to satisfy a money judgment. Beginning in August 2025, Jobot has held a daily balance in its deposit accounts of about \$7 to \$11 million. Dean Decl. at ¶ 10. In December 2025,

⁵ Decisions the Fifth Circuit issued before October 1, 1981, are binding precedent in the Eleventh Circuit. Bonner v. City of Prichard, Ala., 661 F.2d 1206, 1209 (11th Cir. 1981).

Jobot held an average daily balance of about \$8 million in its deposit accounts. Dean Decl. at ¶ 11.

In the district court, Jobot proposed to secure the stay of execution of the Judgment by (1) pledging to retain \$5 million in its accounts, and (2) depositing \$200,000 per month in another account throughout the pendency of the appeal.

Jobot offers a different and more secure plan to this Court. In order to demonstrate conclusively that Jobot currently has and will have the funds to pay the Judgment if it does not prevail in its appeal, Jobot pledges to maintain a minimum balance of \$7 million throughout and after the appeal period. Thus, Jobot pledges to hold more than the Judgment amount during the pendency of the appeal. It has now, and will have later, the full amount of the Judgment pending appeal.

Additionally, Jobot pledges not to otherwise dissipate its assets in a manner that would jeopardize its ability to satisfy the full judgment. See Slip N’Slide Records Inc. v. Teevee Toons, Inc., 2007 U.S. Dist. LEXIS 102638, at *11 (S.D. Fla. 2007). These pledges, in addition to its current satisfactory funds, are sufficient to ensure that Jobot will have the ability to pay the Judgment if its appeal fails.

B. Posting a Full Supersedeas Bond Imposes an Extreme and Undue Financial Burden on the Moving Parties

Jobot cannot post the bond because doing so will impose an undue financial burden—namely, and unnecessary insolvency. Posting the supersedeas bond (\$6.6 million) will trigger a default on its Financing Agreement. Permitting Hayes to execute on the Judgment is also a default. As discussed above, Jobot agrees to reserve at least \$7 million in order to pay the Judgment if necessary. Posting the bond would drop Jobot's balance well below the required \$5 million minimum threshold in its Financial Agreement covenants to its lender. Defaulting on the Financing Agreement will result in the lender collecting all Jobot funds to partially recover on the loan. Therefore, posting a bond would seriously impair, and possibly destroy, Jobot's thriving business immediately. Jobot would be unable to pay its creditors, which includes wages to its employees. Ironically, Hayes will not recover anything from Jobot.

Eichelberg and Simon each has a financial condition that make posting of the full \$6.6 million bond impossible—undue financial burden is an understatement. Eichelberg Decl. at ¶ 3; Simon Decl. at ¶ 3.

THIS IS AN EMERGENCY MOTION

This Court treats a motion as an emergency motion when both of the following conditions are present: (1) the motion will be moot unless a ruling is obtained within seven days; and (2) if the matter sought to be reviewed is a district court order or action, the motion is being filed within seven days of the filing of the district court order or action.⁶ 11TH CIR. LOC. R. 27-1(b)(1). Both requirements are met here.

The district court denied the Moving Parties' motion to stay execution of the judgment pending appeal on March 13, 2026. [Doc. 412]. On Hayes' motion, the district court issued a writ of garnishment to Hayes and appointed a process servicer to serve that writ on March 17, 2026. [Doc. 416, 417].

This is an emergency, and the Moving Parties are treating this as an emergency. Hayes is aggressively pursuing execution of the Judgment in its attempt to put its competitor out of business. The Moving Parties file this emergency motion within one business day of the district

⁶ Alternatively, if the Court finds that either one or both of the above factors are not satisfied, this Court may still treat the instant motion as "time sensitive" pursuant to 11TH CIR. LOC. R. 27-1(b)(1) ("Motions that do not meet these two conditions but in which a ruling is required by a date certain may be treated as 'time sensitive' motions.").

court issuing the garnishment writ, and only three business days after the district court's order adopting the R&R denying the Moving Parties' motion to stay execution of judgment pending appeal. For the reasons stated herein, execution of the Judgment would cause Jobot to default on its lender covenants and likely suffer insolvency. This entire appeal could be rendered financially unsupportable and therefore effectively moot if Hayes is allowed to execute on the Judgment. Accordingly, the instant motion is properly treated as an emergency motion before this Court.

THE MOVING PARTIES ARE LIKELY TO PREVAIL
ON THIS APPEAL

Local Rule 27-1(b)(2) requires moving parties seeking emergency relief to set forth the four familiar factors in determining whether injunctive relief should issue. 11TH CIR. LOC. R. 27-1(b)(2). This emergency motion seeking a stay of execution to avoid the Moving Parties' financial ruin is particularly meritorious because the Moving Parties are likely to prevail on this appeal.

I. The Moving Parties Are Likely To Succeed On The Merits

The Moving Parties have a substantial likelihood of success on the merits because the district court's Rule 52 judgment rests on easily identifiable and fundamental legal errors that warrant reversal.

A. The District Court Erred in Holding that Simon and Eichelberg Breached their Restrictive Covenants

To prevail on a breach of contract under Florida law, the plaintiff must show: (1) the existence of a contract; (2) a breach of the contract; and (3) causation of damages as a result of the breach. *Gent Row, LLC v. Truist Fin. Corp.*, 2025 U.S. App. LEXIS 15256, at *8 (11th Cir. 2025) (citing *Cole v. Plantation Palms Homeowners Ass'n, Inc.*, 371 So. 3d 413, 415 n.2 (Fla. Dist. Ct. App. 2023)).

As a threshold matter, the district court twice correctly concluded that, as a matter of law, the non-competes at issue are only enforceable to the extent that either Simon or Eichelberg were directly competing with Hayes locums business while at Jobot. [Doc. 83 at 18; Doc. 376 at 39 n.2]. Yet the district court fails to identify any instance of direct competition. While it erroneously concluded that both attended any locums meetings or responded to any locums-related requests, there is literally no evidence of that in the record. They did not. Even if they had,

attending meetings and receiving emails does not constitute direct competition. The unrebutted evidence confirms (and the district court does not refute) that Simon and Eichelberg did not even make or attempt to make any medical placements that would have directly competed with Hayes' business. [Doc. 354 at 70, 141; Doc. 355 at 24; Doc. 356 at 25, 254]. As a result, the district court erroneously concluded that Simon and Eichelberg directly competed with Hayes for medical locums business. [Doc. 376 at 39-40]. Hayes failed to prove the first element of the claim.

Second, the district court failed to even analyze—let alone identify any evidence establishing—causation, an essential element of Hayes' claim for breach of contract. *Gent Row*, 2025 U.S. App. LEXIS 15256, at *8. Hayes conceded at trial that it had no evidence that Simon or Eichelberg solicited any Hayes clients, used any Hayes information, or otherwise caused any of the six identified “lost” clients to move their business to Jobot. The record instead shows that Jobot had relationships with all of those clients before Eichelberg and Simon joined Jobot. The record clearly established that Hayes' revenue decline resulted from Hayes' loss of its top recruiters and its own inflated pricing.

Third, the district court's damages award is impermissibly speculative. Lost profits damages must be established with reasonable certainty. *Whitby v. Infinity Radio Inc.*, 951 So. 2d 890, 898 (Fla. Dist. Ct. App. 2007). "[A]n award of lost profits cannot be based on mere speculation or conjecture." *Id.* Here, the district court assumed—without any evidentiary support—that 100% of Jobot's revenue growth for six "lost" clients was attributable to Eichelberg and Simon, even though Jobot had those clients before their arrival and other Jobot recruiters serviced the accounts. Hayes' expert did not apportion damages by defendant, by conduct, or by client (other than one), nor did he distinguish natural business growth from alleged wrongdoing. Eichelberg and Simon simply cannot be liable for breach of contract on the facts found by the district court.

B. The District Court Erred in Holding Simon and Eichelberg Liable for Breach of Fiduciary Duty

For Count IV, the district court held that Simon and Eichelberg breached their fiduciary duties to Hayes. [Doc. 376 at 47-50]. The district court's fact findings do not support an actionable breach of fiduciary duty claim. The elements of a breach of fiduciary duty action are: (1) existence of a fiduciary duty; (2) a breach of that duty; and (3) damages proximately

caused by that duty. *Brouwer v. Wyndham Vacation Resorts*, 336 So. 3d 372, 373 (Fla. 5th Dist. Ct. App. 2022) (citations omitted).

In its analysis, the district court explained that Simon and Eichelberg breached their fiduciary duties to Hayes by retaining and “using” Hayes information to compete with Hayes. [Doc. 376 at 50]. It is true that both Simon and Eichelberg temporarily retained Hayes spreadsheets. Once they started at Jobot, however, Jobot quickly required them to identify and remove all Hayes data. The district court did not explain how the temporary retention of Hayes’ information caused Hayes to suffer over \$6 million in damages over two years.

Instead, the court repeatedly and explicitly found that no Hayes information was uploaded to Jobot’s systems, transmitted to Jobot, or used by Simon or Eichelberg in any way. [Doc. 376 at 45 (“there is no evidence in the record that the spreadsheets were uploaded into Jobot’s [centralized computer] system or used by Jobot in any way”), 46 (“there is insufficient evidence in the record that the spreadsheets themselves ever made it to Jobot”), and 50 n.4 (“plaintiff failed to prove that either Eichelberg or Simon used their spreadsheets at Jobot.”)]. Thus, while some Hayes materials were temporarily retained, the undisputed

findings establish that the information was never used or disseminated for competitive purposes and could not have caused Hayes any damages. Accordingly, Hayes failed to prove an actionable breach of fiduciary duty, and the Moving Parties are likely to succeed on its appeal of Count IV.

C. The District Court Erred in Concluding that Patierno and Jobot are Civilly Liable For Tortious Interference

Finally, for Count V, the district court held that Patierno, and therefore Jobot vicariously, intentionally interfered with Simon's and Eichelberg's employment agreements with Hayes. [Doc. 376 at 50-55]. The district court again failed to find facts legally necessary to support a tortious interference claim.

In order to prevail on its tortious interference claim, Florida law requires Hayes to prove: "(i) the existence of a contract; (ii) the defendant's knowledge thereof; (iii) the defendant's intentional and unjustified procurement of a breach thereof; and (iv) damages." Woodard-CM, LLC v. Sunlord Leisure Prods., 2022 U.S. Dist. LEXIS 27038, at *21 (S.D. Fla. 2022). The district court's analysis incorrectly analyzes the last two elements.

Regarding element (iii), in Florida, a plaintiff must "prove that the defendant manifested a specific intent to interfere" with a contract. Chi.

Title Ins. Co. v. Alday-Donalson Title Co. of Fla., 832 So. 2d 810, 814 (Fla. 2d Dist. Ct. App. 2002)¹⁴ (citation omitted). The district court concluded that Patierno (and therefore Jobot) intentionally interfered with the non-compete restrictions by hiring Simon and Eichelberg onto Patierno's team. [Doc. 376 at 52-53]. However, there is no evidence that Simon and Eichelberg breached their non-competes, and the record is replete with evidence that Jobot ensured that Simon and Eichelberg would not violate their non-competes by requiring a third party to search their accounts for Hayes information and by prohibiting them from involvement in any medical placements.

Finally, the district court failed to explain how any conduct by Patierno or Jobot proximately caused Hayes' claimed loss of over \$6 million in revenues. Under Florida law, lost revenue damages are recoverable only if the tortious interference legally caused them. *JMA, Inc. v. Biotronik SE & Co. KG.*, 2014 U.S. Dist. LEXIS 167748, at *3 (S.D. Fla. 2014). Because Hayes failed to prove intentional interference or causation, the Moving Parties are likely to win its appeal of Count V.

II. The Moving Parties Will Suffer Irreparable Harm If This Court Does Not Grant This Emergency Motion Immediately

Jobot will default on its Financing Agreement if it either (1) uses its cash to post a supersedeas bond, or (2) does not otherwise obtain a stay of execution of the Judgment entered in this case. The lender will accelerate the balance of the \$50+ million debt, which will become immediately due and payable. Dean Decl. at ¶ 14. Jobot will avoid insolvency if this Court stays execution without requiring Jobot to post a supersedeas bond. Dean Decl. at ¶ 16. See *Odeh v. Conrad*, No. 96-1156-CIV-T-17C, 1996 WL 378931, at *4 (M.D. Fla. June 23, 1996) (finding irreparable harm satisfied where the moving party was subject to a projected sixty (60) percent loss that may close her business).

Moreover, denial of a stay would effectively deprive Jobot of its right to appellate review. Forcing Jobot into insolvency before the Eleventh Circuit adjudicates the merits would strip Jobot of the financial capacity necessary to prosecute its appeal. This Court should not permit execution of a judgment in a manner that would significantly impair both the business and its appellate rights before appellate review occurs.

III. The Destructive Harm to the Moving Parties Heavily Outweighs Any Harm to Hayes

Granting a stay will not cause any harm to Hayes and will instead preserve the status quo pending appeal. Hayes will not be prejudiced by a stay because the Moving Parties have demonstrated an ability to satisfy the Judgment both now and later, ensuring that the Judgment will be fully satisfied if the appeal is unsuccessful. A stay will simply maintain existing conditions while the Eleventh Circuit reviews the merits of the appeal. Hayes will retain the same practical ability to enforce the Judgment if this Court affirms the district court.

IV. The Public Interest Favors Granting the Requested Relief

Denial of a stay risks an incredible business disruption and insolvency that may later prove unwarranted if the Judgment is reversed or even reduced. Such an outcome invites further litigation, including collateral disputes with other Jobot creditors and employees, undermining efficient judicial administration. By contrast, a stay maintains the status quo for the businesses, ensures orderly appellate review, conserves judicial resources, and avoids the need for courts to unwind enforcement actions that may ultimately lack a valid legal foundation.

All four factors weigh in favor of staying execution of Judgment in this case. This Court should immediately do so.

CONCLUSION

The Moving Parties request a stay execution of the Judgment against them during the appeal the adoption of the proposed alternative security plan and in lieu of posting a bond. As demonstrated above, the Moving Parties have satisfied their burden to demonstrate that they are entitled to a stay of execution of judgment pending appeal under the proposed plan.

RELIEF SOUGHT

For the foregoing reasons, the Moving Parties respectfully request that the Court enter an order: (1) waiving the Rule 62(b) supersedeas bond requirement in this case and instead adopting the proposed alternative security plan; (2) staying the execution of the Judgment in this case until the appellate process has fully concluded; and (3) awarding the Moving Parties any other relief this Court deems just and proper.

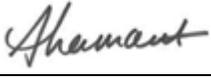
NOTICE TO ALL INTERESTED PARTIES AND THE COURT

On March 17 and 18 2026, pursuant to Local Rule 27-1(b)(4), counsel for Moving Parties telephoned the clerk to describe the instant

motion that had not yet been filed in writing. The Moving Parties provided notice that they intended to file this motion to counsel for Hayes via electronic mail on March 17, 2026.

Dated: March 18, 2026

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CERTIFICATE OF COMPLIANCE
WITH TYPE-VOLUME LIMITATION

I certify that this brief complies with the type-volume limitation specified in Federal Rule of Appellate Procedure 27(d)(2)(A). According to the word-processing system used to prepare this document, the document contains a total of 4,969 words.

Dated: March 18, 2026



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CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of March, 2026, I electronically filed the foregoing pleading through this Court's electronic court filing system, which then automatically serves it upon the following persons electronically:

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Eichelman, Scott Simon, and J obot
LLC

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:23-CV-60748-LEIBOWITZ/AUGUSTIN-BIRCH

HAYES MEDICAL STAFFING, LLC,

Plaintiff,

v.

AMY EICHELBERG, *et al.*,

Defendants.

**REPORT AND RECOMMENDATION ON DEFENDANTS’
MOTION TO STAY EXECUTION OF JUDGMENT PENDING APPEAL**

This matter comes before the Court on Defendants Amy Eichelberg, Scott Simon, and Jobot, LLC’s (“Moving Defendants”) Motion to Stay Execution of Judgment Pending Appeal. DE 386. Defendant Allison Patierno did not join in the Motion to Stay. Plaintiff Hayes Medical Staffing, LLC filed a response to the Motion to Stay, and Moving Defendants filed a reply. DE 389; DE 390.

The Honorable David S. Leibowitz, United States District Judge, referred the Motion to Stay to the undersigned United States Magistrate Judge for a report and recommendation. DE 395. The Court has carefully considered the briefing and the record and is otherwise fully advised in the premises. For the reasons set forth below, the Court recommends that the Motion to Stay [DE 386] be **DENIED**.

I. Background

The Motion to Stay follows a five-day bench trial that Judge Leibowitz held between March 31 and April 4, 2025. After that bench trial, Judge Leibowitz found in favor of Plaintiff on

claims of breach of contract, breach of fiduciary duty, and tortious interference with contractual relationships. DE 376. Judge Leibowitz entered final judgment for Plaintiff and against all Defendants jointly and severally in the amount of \$6,037,532 plus post-judgment interest. DE 377. Defendants subsequently appealed. DE 378; DE 385. Moving Defendants now ask that execution of the final judgment be stayed pending the appeal without the posting of a supersedeas bond. DE 386.

II. Legal Standards

“[E]xecution of a judgment and proceedings to enforce it are stayed for 30 days after its entry, unless the court orders otherwise.” Fed. R. Civ. P. 62(a). “At any time after judgment is entered, a party may obtain a stay by providing a bond or other security.” Fed. R. Civ. P. 62(b). “The stay takes effect when the court approves the bond or other security and remains in effect for the time specified in the bond or other security.” *Id.* “A supersedeas bond or other security staying execution of a money judgment shall be in the amount of 110% of the judgment, to provide security for interest, costs, and any award of damages for delay.” S.D. Fla. L.R. 62.1. “Upon its own motion or upon application of a party the Court may direct otherwise.” *Id.*

The purposes of a supersedeas bond are “to secure the prevailing party against the risk that the judgment debtor will be unable to meet the obligations pending appeal” and “to protect the prevailing party from the costs that it incurs in foregoing execution of judgment until the appeal is decided.” *Chalfonte Condo. Apartment Ass’n v. QBE Ins. Corp.*, 695 F.3d 1215, 1232 (11th Cir. 2012); *see also Poplar Grove Planting & Refining Co. v. Bache Halsey Stuart, Inc.*, 600 F.2d 1189, 1190–91 (5th Cir. 1979) (“The purpose of a supersedeas bond is to preserve the status quo while protecting the non-appealing party’s rights pending appeal”).¹

¹ Decisions the Fifth Circuit issued before October 1, 1981, are binding precedent in the Eleventh Circuit. *Bonner v. City of Prichard, Ala.*, 661 F.2d 1206, 1209 (11th Cir. 1981).

“A bond requirement may be waived in a court’s discretion.” *U.S. v. Certain Real & Pers. Prop. Belonging to Hayes*, 943 F.2d 1292, 1296 (11th Cir. 1991). “If a court chooses to depart from the usual requirement of a full security supersedeas bond to suspend the operation of an unconditional money judgment, it should place the burden on the moving party to objectively demonstrate the reasons for such a departure.” *Poplar Grove*, 600 F.2d at 1191; *see also Naval Logistic, Inc. v. M/V Family Time*, No. 23-22379-Civ, 2024 WL 4950155, at *2 (S.D. Fla. Dec. 3, 2024) (“The burden is on the party requesting a stay to demonstrate why a bond should not be required under Rule 62(b).” (quotation marks omitted)).

A court may exercise its discretion to substitute some form of security in place of the usual supersedeas bond (1) if the “judgment debtor objectively demonstrates a present financial ability to facilely respond to a money judgment and presents to the court a financially secure plan for maintaining that same degree of solvency during the period of an appeal,” or (2) “if the judgment debtor’s present financial condition is such that the posting of a full bond would impose an undue financial burden.” *Poplar Grove*, 600 F.2d at 1191; *see also Naval Logistic*, 2024 WL 4950155, at *2 (explaining that “a supersedeas bond may be waived (1) where the defendant’s ability to pay the judgment is so plain that the cost of the bond would be a waste of money, and (2) where the requirement would put the defendant’s other creditors in undue jeopardy” (quotation marks omitted)).

III. Analysis

Moving Defendants ask that execution of the final judgment be stayed pending appeal and that the requirement to post a supersedeas bond be waived. They assert that Defendant Jobot

executed a financing agreement with its primary lender on April 21, 2025.² Under the terms of that financing agreement, Defendant Jobot's deposit accounts must maintain a minimum balance of \$5 million at the end of each month, or else Defendant Jobot is in default. Also under the terms of the financing agreement, Defendant Jobot is in default if enforcement proceedings begin against it for a judgment exceeding \$100,000. If Defendant Jobot defaults, the lender can declare the principal of all loans, all accrued and unpaid interest, and all fees immediately due and payable. According to Defendant Jobot, the total amount that the lender could declare immediately due and payable exceeds \$50 million.

Defendant Jobot contends that it has been working with a national supersedeas bond broker to find a carrier to provide a supersedeas bond. Every carrier approached has required a full cash collateral payment and a sizable first annual payment up front in order to issue a supersedeas bond. But if Defendant Jobot pays the full supersedeas bond, the balance of its deposit accounts will dip below \$5 million, and it will be in default of the financing agreement. And if Defendant Jobot does not pay a supersedeas bond, then Plaintiff can begin proceedings to enforce the final judgment, and Defendant Jobot will be in default of the financing agreement. If Defendant Jobot is in default and its lender declares the loans, interest, and fees immediately due and payable, Defendant Jobot will have no choice but to go out of business and file for bankruptcy.

Given these circumstances, Moving Defendants request that execution of the final judgment be stayed but that they be relieved of the requirement to post a supersedeas bond. In lieu of posting a supersedeas bond, Moving Defendants offer the following as security. First, they maintain that the daily balance of Defendant Jobot's deposit accounts from August 2025 to the

² Defendant Jobot executed the financing agreement after Judge Leibowitz's bench trial, at a time when the possibility of a sizable judgment loomed. Defendant Jobot was aware when it executed the financing agreement that it could be put in a position where it would need to comply with both the terms of the financing agreement and the obligations accompanying a sizable judgment.

present has ranged between \$6.5 million and \$12 million, so Defendant Jobot has sufficient funds on hand to satisfy the final judgment. Second, Moving Defendants state the Defendant Jobot has steady business and collects more than \$13 million per month in revenue. Third, Defendant Jobot pledges not to dissipate its assets in a manner that would jeopardize its ability to satisfy the final judgment. Fourth and finally, Defendant Jobot offers to deposit \$200,000 each month into an account for the duration of the appeal and to refrain from debiting from that account in any way.

Moving Defendants have not demonstrated that the Court should substitute the security that they offer in place of the usual supersedeas bond. Defendants Amy Eichelberg and Scott Simon provide no information about their personal financial conditions. They have not carried their burden to show that they should be relieved of the requirement to post a supersedeas bond. *See Poplar Grove*, 600 F.2d at 1191 (explaining that a court should place the burden on the moving party to demonstrate why a supersedeas bond should not be required); *Naval Logistic*, 2024 WL 4950155, at *2 (stating that the party requesting a stay has the burden to demonstrate why a bond should not be required).

Defendant Jobot likewise has not carried its burden to show that a supersedeas bond should be waived because Defendant Jobot has not demonstrated either (1) a present ability to satisfy the final judgment together with a financially secure plan for maintaining the same degree of solvency during the appeal, or (2) that posting a full bond would impose an undue financial burden. *See Poplar Grove*, 600 F.2d at 1191 (providing the two circumstances under which a court may substitute alternative security in place of a supersedeas bond).

With respect to Defendant Jobot's ability to satisfy the final judgment, the Court accepts for present purposes that Defendant Jobot has shown that currently it is able to satisfy the final judgment. Defendant Jobot has provided account statements from the past few months showing

balances that consistently exceed the amount of the final judgment. DE 386-1 at 17–24. But Defendant Jobot has not presented any financially secure plan to assure the Court that it will maintain the same revenue stream and the same account balances during the appeal. The details of any such plan are simply absent from Moving Defendants’ submissions.

Defendant Jobot’s proposal to deposit \$200,000 each month into an account for the duration of the appeal does not demonstrate its ability to remain solvent and satisfy the final judgment. First, Defendant Jobot does not provide information to convince the Court that it will be able to make each monthly deposit for the entire duration of the appeal, and second, each deposit would be for only a small fraction of the final judgment. Defendant Jobot has not shown that this is a case where its ability to pay the final judgment is so plain that a supersedeas bond should be waived.

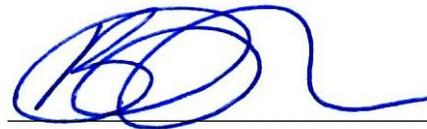
With respect to the burden on Defendant Jobot of posting a supersedeas bond, Defendant Jobot has not shown that this burden is undue and would put its other creditors in jeopardy. Defendant Jobot’s account statements from the past few months show balances in the millions of dollars, sometimes exceeding \$11 and \$12 million. *Id.* And Defendant Jobot represents that it collects more than \$13 million per month in revenue. The Court is confident the Defendant Jobot could organize its finances so as to post a supersedeas bond while maintaining the minimum balance required under the financing agreement, avoiding default of the financing agreement, and protecting its creditors. Defendant Jobot has not shown that posting a supersedeas bond will impose an undue financial burden. As Moving Defendants have not demonstrated either of the two circumstances under which a court may waive a supersedeas bond, execution of the final judgment should not be stayed without the posting of a supersedeas bond.

IV. Recommendation

For the foregoing reasons, the Court recommends that Moving Defendants' Motion to Stay Execution of Judgment Pending Appeal [DE 386] be **DENIED**.

Within fourteen days after being served with a copy of this Report and Recommendation, any party may serve and file written objections to any of the above findings and recommendations. 28 U.S.C. § 636(b)(1); S.D. Fla. Mag. R. 4(a). The parties are hereby notified that failure to timely object waives the right to challenge on appeal the District Court's order based on unobjected-to factual and legal conclusions contained in this Report and Recommendation. 11th Cir. R. 3-1 (2014).

DONE AND SUBMITTED in Chambers at Fort Lauderdale, Florida, this 12th day of February, 2026.



PANAYOTTA AUGUSTIN-BIRCH
UNITED STATES MAGISTRATE JUDGE

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:23-cv-60748-LEIBOWITZ/AUGUSTIN-BIRCH

HAYES MEDICAL STAFFING, LLC,

Plaintiff,

v.

AMY EICHELBERG, *et al.*,

Defendants.

ORDER ADOPTING REPORT AND RECOMMENDATION

THIS CAUSE is before the Court upon the Report and Recommendation by United States Magistrate Judge Panayotta Augustin-Birch [ECF No. 399] (the “R&R”), filed on February 12, 2026, recommending that the Motion to Stay Execution of Judgment Pending Appeal (the “Motion to Stay”) by Defendants Amy Eichelberg, Scott Simon, and Jobot, LLC be DENIED. [ECF No. 399 at 1, 7]. The undersigned previously referred the Motion to U.S. Magistrate Judge Augustin-Birch for a report and recommendation, consistent with 28 U.S.C. § 636(b)(1)(B), Rule 72 of the Federal Rules of Civil Procedure, and Rule 1(d) of the Local Magistrate Judge Rules. [ECF No. 395]. Defendants timely objected to the R&R [ECF No. 402]. Upon review of the R&R, Defendants’ Motion, the objections, relevant portions of the record, and the governing law, the Court finds no error.

STANDARD OF REVIEW

In reviewing a Report and Recommendation, the district court “shall make a *de novo* determination of those portions of the report or specified proposed findings or recommendations to which objection is made.” 28 U.S.C. § 636(b)(1)(C). “Parties filing objections to a magistrate’s report and recommendation must specifically identify those findings objected to. Frivolous, conclusive, or general objections need not be considered by the district court.” *United States v. Schultz*, 565 F.3d 1353,

1361 (11th Cir. 2009) (quoting *Marsden v. Moore*, 847 F.2d 1536, 1548 (11th Cir. 1988)) (internal quotation marks omitted). Absent objection, the district judge “may accept, reject, or modify, in whole or in part, the findings and recommendations made by the magistrate [judge],” 28 U.S.C. § 636(b)(1), and “need only satisfy itself that there is no clear error on the face of the record” to accept the recommendation. Fed. R. Civ. P. 72 advisory committee’s note to 1983 amendment, subdivision (b).

DISCUSSION

A. Background

Defendants’ Motion to Stay follows a five-day bench trial over which the undersigned presided. [See ECF Nos. 353, 354, 355, 356, 357]. After the bench trial, the Court issued its Findings of Fact and Conclusions of Law pursuant to Rule 52(a) of the Federal Rules of Civil Procedure, finding in favor of Plaintiff and against Defendants on Counts I, IV, and V, and in favor of Defendants and against Plaintiff on Counts II and III of the Verified Amended Complaint [ECF No. 95]. [ECF No. 376 at 65]. Final Judgment was entered on January 6, 2026. [ECF No. 377]. Thereafter, Defendants moved the Court (1) to stay the execution of the Final Judgment pending appeal, and (2) to waive the requirement that Defendants post a supersedeas bond. [ECF No. 386].

In the R&R, Judge Augustin-Birch determined Defendants failed to carry their burden to show they should be relieved of the requirement to post a supersedeas bond. [ECF No. 399 at 5]. Specifically, Judge Augustin-Birch found Defendant Jobot, LLC (“Jobot”), did not demonstrate either “(1) a present ability to satisfy the final judgment together with a financially secure plan for maintaining the same degree of solvency during the appeal, or (2) that posting a full bond would impose an undue financial burden.” [Id. at 5 (citing *Poplar Grove Planting & Refining Co. v. Bache Halsey Sturart, Inc.*, 600 F.2d 1189, 1191 (5th Cir. 1979) (providing the two circumstances under which a court may substitute alternative security in place of a supersedeas bond))]. Accordingly, Judge Augustin-Birch recommends denying the Motion to Stay. [Id. at 7].

B. Defendants' Objections

Defendants lodge two objections to the R&R. [ECF No. 402]. First, Defendants contend Judge Augustin-Birch erred in concluding that Jobot did not meet its burden to demonstrate present and future ability to pay the full judgment. [*Id.* at 5–8]. Second, Defendants argue Judge Augustin-Birch erred in concluding Defendants failed to meet their burden to show that posting a full bond would impose an undue burden on Jobot (and its creditors). [*Id.* at 8–10]. The Court addresses each objection *de novo* and in turn.

1. Judge Augustin-Birch did not err in finding Defendants failed to meet their burden to show a present and future ability to satisfy the Final Judgment.

Final Judgment in this action awarded damages in the amount of \$6,037,532.00 against Defendants Jobot, LLC, Amy Eichelberg, Scott Simon, and Allison Patierno, jointly and severally. [ECF No. 377 at 2]. In their objections, Defendants say Judge Augustin-Birch erred in finding Defendants failed to meet their burden on the first element of the two-part test chiefly because Jobot offered to set aside \$200,000 per month (~1.5% of its monthly revenues) for the duration of an appeal expected to last 12 to 18 months, resulting in a \$2.8 to \$3.6 million “supplemental judgment fund”—which Defendants refer to as “the pledged security plan.” [ECF No. 402 at 7, 8]. Defendants argue that the pledged security plan coupled with Judge August-Birch’s own finding that Jobot’s bank account “consistently exceeded the amount of the final judgment” and Jobot’s representation that it collects “more than \$13 million in monthly revenues” clearly satisfies the first element. [*Id.* at 5–8].

In footnote 2 to their motion, Defendants cite *Slip N’ Slide Recs., Inc. v. Teevee Toons, Inc.*, No. 05-21113-CIV, 2007 WL 1489810, at *3 (S.D. Fla. May 18, 2007), for the proposition that “this Court has waived the posting of a supersedeas bond on the pledge of a defendant not to dissipate its asset pending appeal.” [ECF No. 402 at 7 n.2]. In *Slip N’ Slide Recs.*, U.S. Magistrate Judge Edwin G. Torres granted Defendant’s motion to temporarily stay execution of the Judgment until the Court ruled on Defendant’s post-trial motions. *Id.* at *2. Pertinent here, Judge Torres concluded that Defendant’s

pledge not to dissipate assets without any form of tangible security was contrary to the weight of authority that “clearly requires more.” *Id.* at *2. Thus, Judge Torres ordered as follows:

To preserve the status quo in the case, and taking into account [Defendant’s] financial condition, the Court will require the pledge not to dissipate assets *in addition* to the posting as security of 100% of the compensatory damage portion of the judgment, \$2,279,200. That security can be in the form of a surety bond, the posting of cash in escrow, or a secured pledge of assets that are not already encumbered.

Id. at *3 (citing *Poplar Grove*, 600 F.2d at 1190–91 (generally courts should require full security where an unconditional money judgment is stayed)).

We have a different proposal here, and it doesn’t pass muster. Defendants in this action offer only \$200,000 security at the outset with a *promise* of adding to that amount each month while the appeal is pending. That *promise* is neither a plan nor security.

The purpose of a supersedeas bond is to preserve the status quo while protecting the non-appealing party’s rights pending appeal. A judgment debtor who wishes to appeal may use the bond to avoid the risk of satisfying the judgment only to find that restitution is impossible after reversal on appeal. At the same time, the bond secures the prevailing party against any loss sustained as a result of being forced to forgo execution on a judgment during the course of an ineffectual appeal.

Poplar Grove, 600 F.2d at 1190–91. “If a judgment debtor objectively demonstrates a present financial ability to facilely respond to a money judgment and presents to the court a financially secure plan for maintaining that same degree of solvency during the period of an appeal, the court may then exercise a discretion to substitute some form of guaranty of judgment responsibility for the usual supersedeas bond.” *Id.* at 1191. Therein lies the rub.

Defendants’ *promise* to set aside \$200,000 per month toward a supplemental judgment fund does not constitute a “financially secure *plan* for maintaining” Jobot’s solvency during the period of appeal. Moreover, were the appeal to take as many as 18 months, at the end of the day, something like half the judgment (\$3 million) would have found its way into the fund. However, courts generally require “full security” where an unconditional money judgment is stayed. *Poplar Grove*, 600 F.2d at 1190–91. Accordingly, Judge Augustin-Birch did not err in finding Defendants failed to meet their

burden to show a present and future ability to pay the Judgment. Defendants' first objection is, therefore, OVERRULED.

2. Judge Augustin-Birch did not err in finding Defendants failed to meet their burden to show that posting a full bond presented an undue burden.

Defendants' second objection claims error with Judge Augustin-Birch's conclusion that Defendants failed to show that posting a full bond would inflict an undue burden on Jobot (and its creditors). [ECF No. 402 at 8–10]. As an initial matter, undue burdens of a movant's creditor are not part of the Court's analysis. The proper inquiry set forth in *Poplar Grove* provides that “if the **judgment debtor's present financial condition** is such that posting a full bond would impose an undue financial burden, the court... is free to exercise a discretion to fashion some other arrangement for substitute security through an appropriate restraint on the judgment debtor's financial dealings, which would furnish equal protection to the judgment creditor.” *Poplar Grove*, 600 F.2d at 1191 (citations omitted) (emphases added). Applying these principals, the Court finds no error in the R&R.

First, the Court agrees with Judge Augustin-Birch that Jobot's purported undue burden was self-inflicted. On April 22, 2025 (after the bench trial had concluded and the possibility of a sizeable judgment loomed), Jobot executed a financing agreement which required Jobot to maintain a minimum balance of \$5 million at the end of each month or be held in default. The Court is disinclined to exercise its discretion to fashion substitute security on those facts. Moreover, any substitute security must “furnish equal protection” to Plaintiff compared to a “full bond.” Defendants have not proposed such a substitute. It goes without saying that monthly \$200,000 deposits into a “fund” is a far cry from the \$6 million Judgment.

Last but not least, the burden is on the moving party to objectively demonstrate the reasons for a departure from the requirement of a “full security supersedeas bond to suspend operation of an unconditional money judgment.” *Polar Grove*, 600 F.2d at 1191. “Such a supersedeas bond is a privilege extended the judgment debtor as a price of interdicting the validity of an order to pay money.”

Id. Judge Augustin-Birch rightly concluded that Defendants failed to make a showing sufficient for the Court to depart from the requirement of full security in the form of a supersedeas bond. Accordingly, Defendants' second objection is **OVERRULED**.

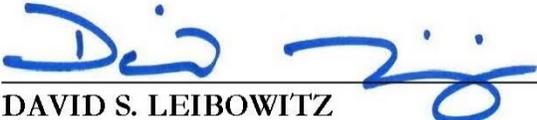
In sum, the Court's *de novo* review of the R&R, Defendants' Motion, the objections, relevant portions of the record, and the applicable law, finds no error.

CONCLUSION

Based on the foregoing, it is hereby **ORDERED AND ADJUDGED** that:

1. The Magistrate Judge's Report and Recommendation [ECF No. 399] is **AFFIRMED** and **ADOPTED** and fully incorporated herein.
2. Defendant's Motion To Stay [ECF No. 386] is **DENIED**.

DONE AND ORDERED in the Southern District of Florida on March 12, 2026.



DAVID S. LEIBOWITZ
UNITED STATES DISTRICT JUDGE

cc: counsel of record

EXHIBIT C

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

Case No. 26-10070

AMY EICHELBERG, ALLISON PATIERNO, SCOTT SIMON, and
JOBOT, LLC,

Appellants

v.

HAYES MEDICAL STAFFING, LLC

Appellee

On Appeal from the United States District Court
for the Southern District of Florida

No. 0:23-CV-60748-LEIBOWITZ

AFFIDAVIT OF PAUL DEAN IN SUPORT OF APPELLANTS'
EMERGENCY MOTION TO STAY EXECUTION OF JUDGMENT
PENDING APPEAL

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Attorney for Appellants
Amy Eichelberg, Scott Simon
and Jobot, LLC

AFFIDAVIT OF PAUL DEAN

I, Paul Dean, hereby state as follows:

1. I am of sound mind and body and over the age of 18 and am competent to testify to the matters herein.

2. I am the Chief Financial Officer of Defendant Jobot LLC (“Jobot”). I have worked for Jobot in that capacity since November 2023 and have personal knowledge of all of the matters to which I now testify.

3. On April 21, 2025, Jobot executed an amended and restated financing agreement (“Financing Agreement”) with its primary lender. A true and correct copy of only the relevant portions of the voluminous Financing Agreement are attached to this declaration as Exhibit 1.

4. That Financing Agreement contained, among other things, covenants that cannot be breached by Jobot. One of the covenants states as follows:

(b) Minimum Qualified Cash. Starting as of May 31, 2025, [Jobot shall not] permit the Qualified Cash¹ as of the last day of any calendar month (or, if such day is not a Business Day, the immediately preceding Business Day) to be less than \$5,000,000 as of the end of each calendar month.

¹ The Financing Agreement defines “Qualified Cash” to mean “the aggregate amount of unrestricted cash on hand ... maintained in the deposit accounts ...”

5. In other words, Jobot must maintain a minimum balance of \$5 million in its deposit accounts to satisfy its covenant to its lender. Exhibit 1 at 7.03(b).

6. A violation of this covenant constitutes an event of default under the Financing Agreement. Exhibit 1 at 9.01(i).

7. It is also an event of default under the Financing Agreement if there is a judgment exceeding \$100,000 against Jobot and “enforcement proceedings ... have been commenced by any creditor upon any such judgment ...” Exhibit 1 at 9.01(j).

8. If Jobot defaults under the Financing Agreement, then the lender can “declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this [Financing Agreement] shall become due and payable immediately...” Exhibit 1 at 9.01(s).

9. The balance of the principal of all loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under the Financing Agreement is currently over \$50 million.

10. Beginning in August 2025 and continuing to date, Jobot has held a daily balance in its deposit accounts of approximately \$7 to \$11 million. Jobot invests its balance overnight each business night (which is why some nightly balances appear much lower than they actually are). True and accurate copies of only the relevant portions of Jobot's deposit bank statements are attached to this declaration as Exhibit 2.

11. In December 2025, Jobot held an average daily balance of about \$8 million in its deposit account.

12. Jobot maintains sufficient cash on hand in its deposit accounts to obtain a supersedeas bond. However, Jobot cannot use that cash to post the supersedeas bond without violating a covenant and defaulting on the Financing Agreement.

13. Similarly, the initiation of judgment enforcement proceedings also constitutes a default under the Financing Agreement.

14. If Jobot defaults on its Financing Agreement because it either (1) uses its cash to post a supersedeas bond, or (2) does not otherwise obtain a stay of execution of the judgment entered in this case, the lender will accelerate the balance of the \$50+ million debt, which will become immediately due and payable.

15. If the lender accelerates the loan and forces a full repayment immediately, Jobot will become insolvent.

16. The only way Jobot avoids insolvency is if this Court will stay execution without requiring Jobot to post a supersedeas bond.

17. Jobot employs more than 700 W-2 employees, all of whom would lose their jobs if Jobot becomes insolvent.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 17, 2026

DocuSigned by:
Paul Dean
933871EB8098438

Paul Dean

EXHIBIT 1

AMENDED AND RESTATED FINANCING AGREEMENT

Dated as of April 21, 2025

by and among

**JOBOT, LLC,
AND EACH OF ITS SUBSIDIARIES**

as Borrowers,

**THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,**

**SANDTON CAPITAL SOLUTIONS FUND VI, LP,
as Collateral Agent,**

and

**SANDTON CAPITAL SOLUTIONS FUND VI, LP,
as Administrative Agent**



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(c) Consolidated Fixed Charge Coverage Ratio

ARTICLE VIII

**CASH MANAGEMENT ARRANGEMENTS
AND OTHER COLLATERAL MATTERS**

Section 8.01 Cash Management Arrangements.

ARTICLE IX

EVENTS OF DEFAULT

¹ Post-closing schedule to include DACA assignments if those will not be back by Monday.

Section 9.01 Events of Default. Each of the following events shall constitute an event of default (each, an "Event of Default"):

(a) any Borrower shall fail to pay, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise): (i) any Collateral Agent Advance, any indemnity or other amount payable under this Agreement (other than any portion thereof constituting interest, fees or principal of the Loans) or any other Loan Document and such failure continues for three (3) Business Days or (ii) any interest, fee or principal on any Loan;

(b) any representation or warranty made or deemed made by or on behalf of any Loan Party or by any officer of the foregoing under or in connection with any Loan Document or under or in connection with any certificate or other writing delivered to any Secured Party pursuant to any Loan Document shall have been incorrect in any material respect (or in any respect if such representation or warranty is qualified or modified as to materiality or "Material Adverse Effect" in the text thereof) when made or deemed made;

(c) any Loan Party shall fail to perform or comply with any covenant or agreement contained in Article VII or Article VIII (or in the case of Section 7.03(a) and (c), any Loan Party shall fail to perform or comply with any covenant or agreement contained in such section(s) for more than one consecutive month, and such failure has not occurred more than two times per Fiscal Year and more than five times during the term of this Agreement), or any Loan Party shall fail to perform or comply with any covenant or agreement contained in the Security Agreement to which it is a party or any Mortgage to which it is a party or the Limited Recourse Pledgor shall fail to perform or comply with any covenant or agreement contained in the Limited Recourse Pledge;

(d) any Loan Party shall fail to perform or comply with any other term, covenant or agreement contained in any Loan Document to be performed or observed by it and, except as set forth in subsections (a), (b) and (c) of this Section 9.01, such failure, if capable of being remedied, shall remain unremedied for more than 15 days;

(e) any Borrower or any of its Subsidiaries shall fail to pay when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) any principal, interest or other amount payable in respect of any Indebtedness (excluding Indebtedness evidenced by this Agreement) having an aggregate amount outstanding in excess of \$50,000, and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness, or any other default under any agreement or instrument relating to any such Indebtedness, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of the Paychex Indebtedness or any other such Indebtedness; or such Indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), redeemed, purchased or defeased or an offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case, prior to the stated maturity thereof;

(f) any Borrower or any of its Subsidiaries (i) shall institute any proceeding or voluntary case seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, (ii) shall be generally not paying its debts as such debts become due or shall admit in writing its inability to pay its debts generally, (iii) shall make a general

assignment for the benefit of creditors or (iv) shall take any action to authorize or effect any of the actions set forth above in this subsection (f);

(g) any proceeding shall be instituted against any Borrower or any of its Subsidiaries seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for any such Person or for any substantial part of its property, and either such proceeding shall remain undismissed or unstayed for a period of 45 days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against any such Person or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur;

(h) any material provision of any Loan Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against any Loan Party intended to be a party thereto, or the validity or enforceability thereof shall be contested by any party thereto, or a proceeding shall be commenced by any Loan Party or any Governmental Authority having jurisdiction over any of them, seeking to establish the invalidity or unenforceability thereof, or any Loan Party shall deny in writing that it has any liability or obligation purported to be created under any Loan Document;

(i) the Security Agreement, the Limited Recourse Pledge, any Mortgage or any other security document, after delivery thereof pursuant hereto, shall for any reason fail or cease to create a valid and perfected (or any party thereto shall revoke or disputes the validity of, or liability under, such document) and, except to the extent permitted by the terms hereof or thereof, first priority Lien in favor of the Collateral Agent for the benefit of the Agents and the Lenders on any Collateral purported to be covered thereby;

(j) one or more judgments, orders or awards (or any settlement of any litigation or other proceeding that, if breached, could result in a judgment, order or award) for the payment of money exceeding \$100,000, in the aggregate (except to the extent fully covered (other than to the extent of customary deductibles) by insurance pursuant to which the insurer has been notified and has not denied coverage) shall be rendered against any Borrower or any of its Subsidiaries and remain unsatisfied and (i) enforcement proceedings shall have been commenced by any creditor upon any such judgment, order, award or settlement or (ii) there shall be a period of ten (10) consecutive days after entry thereof during which (A) a stay of enforcement thereof is not be in effect or (B) the same is not vacated, discharged, stayed or bonded pending appeal;

(k) any Borrower or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting, or otherwise ceases to conduct for any reason whatsoever, all or any material part of its business for a period which materially and adversely affects the ability of such Person to continue its business on a profitable basis;

(l) any material damage to, or loss, theft or destruction of, any Collateral, whether or not insured, or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes the cessation or substantial curtailment of revenue producing activities at any facility of any Loan Party, if any such event or circumstance could reasonably be expected to have a Material Adverse Effect;

(m) the loss, suspension or revocation of, or failure to renew, any license or permit now held or hereafter acquired by any Borrower or any of its Subsidiaries, if such loss, suspension, revocation or failure to renew could reasonably be expected to have a Material Adverse Effect;

(n) the indictment of any Borrower or any of its Subsidiaries or any senior officer thereof under any criminal statute, or commencement of criminal or civil proceedings against any Borrower or any of its Subsidiaries or any senior officer thereof, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the Collateral;

(o) (i) there shall occur one or more ERISA Events that individually or in the aggregate results in, or could reasonably be expected to result in, liability of any Loan Party or any of its ERISA Affiliates in excess of \$50,000, or (ii) there exists any fact or circumstance that could reasonably be expected to result in the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property or rights to property of any Loan Party or any of its ERISA Affiliates;

(p) (i) there shall occur and be continuing any "Event of Default" (or any comparable term) under, and as defined in the documents evidencing or governing any Subordinated Indebtedness, (ii) any of the Obligations for any reason shall cease to be "Senior Indebtedness" or "Designated Senior Indebtedness" (or any comparable terms) under, and as defined in the documents evidencing or governing any Subordinated Indebtedness, (iii) any Indebtedness other than the Obligations shall constitute "Designated Senior Indebtedness" (or any comparable term) under, and as defined in, the documents evidencing or governing any Subordinated Indebtedness, (iv) any holder of Subordinated Indebtedness shall fail to perform or comply with any of the subordination provisions of the documents evidencing or governing such Subordinated Indebtedness, (v) the subordination provisions of the documents evidencing or governing any Subordinated Indebtedness shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Subordinated Indebtedness or (vi) one or more holders of Subordinated Indebtedness brings a claim against any Loan Party that is not prohibited by the terms of any applicable Subordination Agreement for nonpayment of any such Subordinated Indebtedness in respect of nonpayment of amounts if such unpaid amounts exceed \$50,000.

(q) a Change of Control shall have occurred;

(r) an event or development occurs which could reasonably be expected to have a Material Adverse Effect; or

(s) Any Limited Recourse Pledgor revokes or disputes the validity of, or liability under, his, her or its Limited Recourse Pledge,

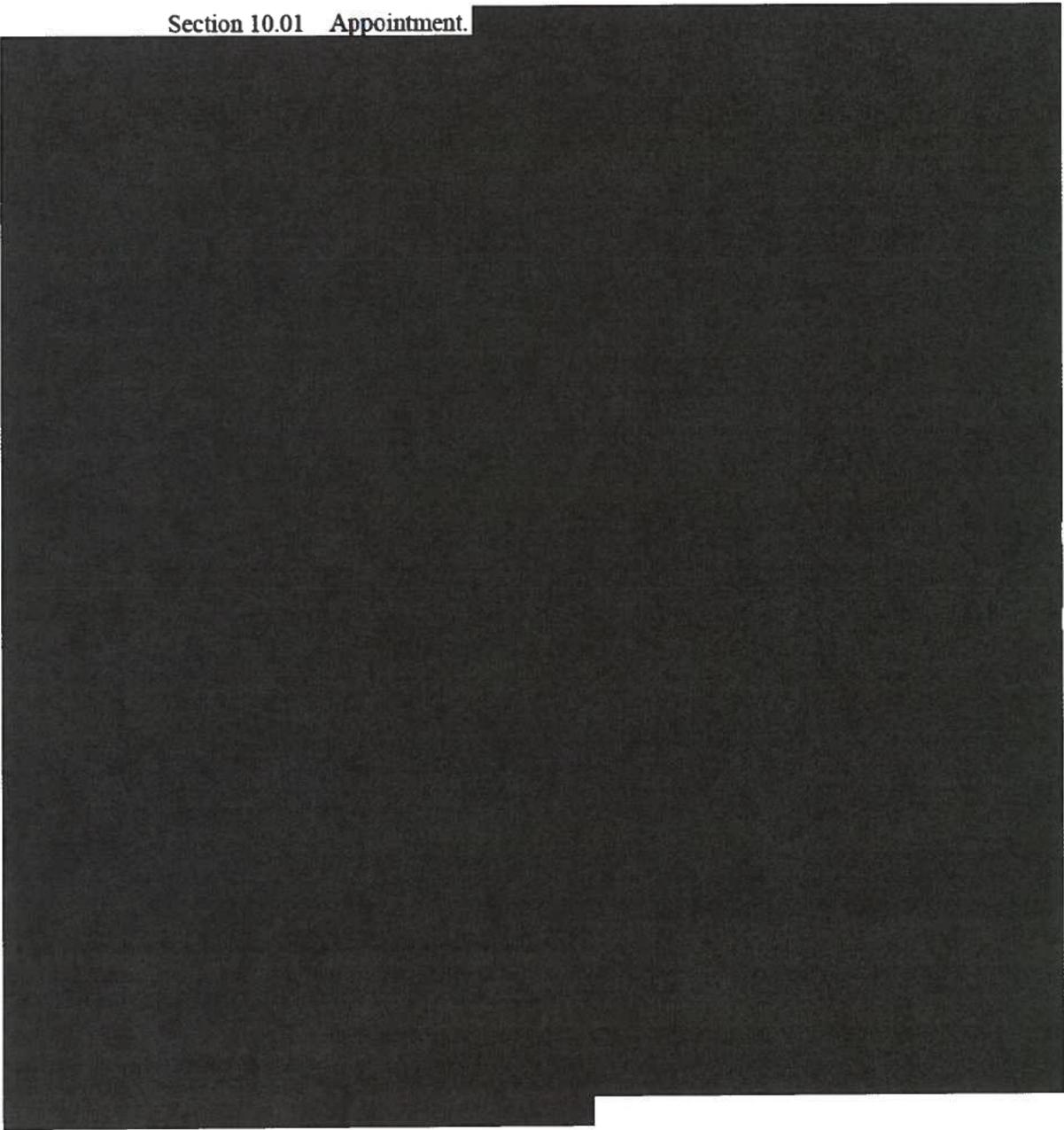
then, and in any such event, the Collateral Agent may, and shall at the request of the Required Lenders, by notice to the Borrower Representative or the Borrowers, (i) declare all or any portion of the Loans then outstanding to be accelerated and due and payable, whereupon all or such portion of the aggregate principal of all Loans, all accrued and unpaid interest thereon, all fees and all other amounts payable under this Agreement and the other Loan Documents shall become due and payable immediately, together with the payment of any applicable fees and premiums and other Obligations with respect to the Commitments so terminated and the Loans so repaid, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by each Loan Party and (ii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; provided, however, that upon the occurrence of any Event of Default described in subsection (f) or (g) of this Section 9.01 with respect to any Loan Party, without any notice to any Loan Party or any other Person or any act by any Agent or any Lender, all Commitments shall automatically terminate and all Loans then outstanding, together with all accrued and unpaid interest thereon, all fees and all other amounts due under this Agreement and the other Loan Documents, including, without limitation, the Exit Fee, shall be accelerated and become due

and payable automatically and immediately, without presentment, demand, protest or notice of any kind, all of which are expressly waived by each Loan Party.

ARTICLE X

AGENTS

Section 10.01 Appointment.



Section 10.02 Nature of Duties: Delegation.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWER:

JOBOT, LLC

DocuSigned by:

By: Paul Dean

Name: Paul Dean

Title: Chief Financial Officer

JOBOT CONSULTING, LLC

DocuSigned by:

By: Paul Dean

Name: Paul Dean

Title: Chief Financial Officer

JOBOT HEALTH, LLC

DocuSigned by:

By: Paul Dean

Name: Paul Dean

Title: Chief Financial Officer

ADMINISTRATIVE AGENT AND COLLATERAL AGENT:

SANDTON CAPITAL SOLUTIONS FUND VI, LP

By: 
497C7DD10474497...
Name: Rael Nurick
Title: Managing Partner

LENDERS:

SANDTON CAPITAL SOLUTIONS FUND VI, LP

By: 
497C7DD10474497...
Name: Rael Nurick
Title: Managing Partner

ACME CREDIT PARTNERS FUND I, LP

By: _____
Name: James E. Rogers, Jr.
Title: Managing Partner

**ADMINISTRATIVE AGENT AND
COLLATERAL AGENT:**

SANDTON CAPITAL SOLUTIONS FUND VI,
LP

By: _____

Name: Rael Nurick

Title: Managing Partner

LENDERS:

SANDTON CAPITAL SOLUTIONS FUND VI,
LP

By: _____

Name: Rael Nurick

Title: Managing Partner

~~ACME CREDIT PARTNERS FUND I, LP~~

By: _____

Name: James E. Rogers, Jr.

Title: Managing Partner

EXHIBIT 2

Corporate Business Account Statement

JOBOT LLC
 STE 200

For the period **08/30/2025 to 09/30/2025**
 Account number: XX-XXXX [REDACTED]
 Page 2 of 8

Ledger Balance

| Date | Ledger balance | Date | Ledger balance | Date | Ledger balance |
|-------|----------------|-------|----------------|-------|----------------|
| 08/30 | 73,781.00 | 09/11 | 252,295.00 | 09/22 | 219,164.00 |
| 09/02 | 292,462.00 | 09/12 | 34,950.00 | 09/23 | 355,536.00 |
| 09/03 | 293,686.00 | 09/15 | 503,132.00 | 09/24 | 151,988.00 |
| 09/04 | 473,653.00 | 09/16 | 241,022.00 | 09/25 | 378,932.00 |
| 09/05 | 64,513.00 | 09/17 | 76,957.00 | 09/26 | 63,532.00 |
| 09/08 | 237,101.00 | 09/18 | 369,471.00 | 09/29 | 262,666.00 |
| 09/09 | 238,310.00 | 09/19 | 1,059,229.00 | 09/30 | 305,453.00 |
| 09/10 | 72,894.00 | | | | |

Deposits and Other Credits

ACH Credits

6 transactions for a total of \$37,635.77

| Date posted | Amount | Transaction description | Reference number |
|-------------|-----------|--|-------------------|
| 09/02 | 64.47 | Corporate ACH Brex Repay Brex-Jobot Llc | 00025245011856273 |
| 09/08 | 22,053.75 | Corporate ACH Invoice Paychex Eib X13504300001947 | 00025248013343182 |
| 09/10 | 354.24 | Corporate ACH Invoice Paychex Eib X13541800000706 | 00025253010489333 |
| 09/11 | 44.18 | Corporate ACH Brex Repay Brex-Jobot Llc | 00025254010319731 |
| 09/17 | 15,067.02 | Corporate ACH Dbi Cobra Wex Cobra 52395000 | 00025259008621313 |
| 09/25 | 52.11 | Corporate ACH Invoice Paychex Eib X13725700000054 | 00025267001144671 |

Investments

42 transactions for a total of \$167,844,801.72

| Date posted | Amount | Transaction description |
|-------------|--------------|--|
| 09/02 | 2,585.43 | PNC Sweep Interest @ 0.000000 Value Date 08-29-25 |
| 09/02 | 6,463,578.94 | Sweep Transfr From Investment Acct# [REDACTED] |
| 09/03 | 677.52 | PNC Sweep Interest @ 0.000000 Value Date 09-02-25 |
| 09/03 | 6,775,233.40 | Sweep Transfr From Investment Acct# [REDACTED] |
| 09/04 | 673.79 | PNC Sweep Interest @ 0.000000 Value Date 09-03-25 |
| 09/04 | 6,737,856.22 | Sweep Transfr From Investment Acct# [REDACTED] |
| 09/05 | 637.22 | PNC Sweep Interest @ 0.000000 Value Date 09-04-25 |
| 09/05 | 6,372,193.23 | Sweep Transfr From Investment Acct# [REDACTED] |
| 09/08 | 2,273.39 | PNC Sweep Interest @ 0.000000 Value Date 09-05-25 |
| 09/08 | 7,577,965.31 | Sweep Transfr From Investment Acct# [REDACTED] |
| 09/09 | 813.27 | PNC Sweep Interest @ 0.000000 Value Date 09-08-25 |
| 09/09 | 8,132,674.44 | Sweep Transfr From Investment Acct# [REDACTED] |
| 09/10 | 868.32 | PNC Sweep Interest @ 0.000000 Value Date 09-09-25 |
| 09/10 | 8,683,238.64 | Sweep Transfr From Investment Acct# [REDACTED] |
| 09/11 | 899.81 | PNC Sweep Interest @ 0.000000 Value Date 09-10-25 |

Investments continued on next page



Corporate Business Account Statement

JOBOT LLC
STE 200

For the period 08/30/2025 to 09/30/2025

Account number: XX-XXXX-██████████

Page 3 of 8

Deposits and Other Credits - continued

Investments - continued

42 transactions for a total of \$167,844,801.72

| Date posted | Amount | Transaction description |
|-------------|---------------|--|
| 09/11 | 8,998,050.87 | Sweep Transfr From Investment Acct# ██████████ |
| 09/12 | 806.31 | PNC Sweep Interest @ 0.000000 Value Date 09-11-25 |
| 09/12 | 8,063,114.75 | Sweep Transfr From Investment Acct# ██████████ |
| 09/15 | 2,014.26 | PNC Sweep Interest @ 0.000000 Value Date 09-12-25 |
| 09/15 | 6,714,214.55 | Sweep Transfr From Investment Acct# ██████████ |
| 09/16 | 710.74 | PNC Sweep Interest @ 0.000000 Value Date 09-15-25 |
| 09/16 | 7,107,419.74 | Sweep Transfr From Investment Acct# ██████████ |
| 09/17 | 793.49 | PNC Sweep Interest @ 0.000000 Value Date 09-16-25 |
| 09/17 | 7,934,930.93 | Sweep Transfr From Investment Acct# ██████████ |
| 09/18 | 823.28 | PNC Sweep Interest @ 0.000000 Value Date 09-17-25 |
| 09/18 | 8,232,841.73 | Sweep Transfr From Investment Acct# ██████████ |
| 09/19 | 696.33 | PNC Sweep Interest @ 0.000000 Value Date 09-18-25 |
| 09/19 | 7,475,259.50 | Sweep Transfr From Investment Acct# ██████████ |
| 09/22 | 2,394.74 | PNC Sweep Interest @ 0.000000 Value Date 09-19-25 |
| 09/22 | 8,569,397.18 | Sweep Transfr From Investment Acct# ██████████ |
| 09/23 | 896.55 | PNC Sweep Interest @ 0.000000 Value Date 09-22-25 |
| 09/23 | 9,624,731.51 | Sweep Transfr From Investment Acct# ██████████ |
| 09/24 | 937.35 | PNC Sweep Interest @ 0.000000 Value Date 09-23-25 |
| 09/24 | 10,062,687.66 | Sweep Transfr From Investment Acct# ██████████ |
| 09/25 | 899.79 | PNC Sweep Interest @ 0.000000 Value Date 09-24-25 |
| 09/25 | 9,659,533.02 | Sweep Transfr From Investment Acct# ██████████ |
| 09/26 | 815.91 | PNC Sweep Interest @ 0.000000 Value Date 09-25-25 |
| 09/26 | 8,759,002.00 | Sweep Transfr From Investment Acct# ██████████ |
| 09/29 | 2,584.21 | PNC Sweep Interest @ 0.000000 Value Date 09-26-25 |
| 09/29 | 9,247,405.01 | Sweep Transfr From Investment Acct# ██████████ |
| 09/30 | 617.50 | PNC Sweep Interest @ 0.000000 Value Date 09-29-25 |
| 09/30 | 6,629,053.88 | Sweep Transfr From Investment Acct# ██████████ |

Zero Balance Transfers

21 transactions for a total of \$14,394,727.57

| Date posted | Amount | Transaction description |
|-------------|------------|-------------------------------------|
| 09/02 | 621,141.11 | Funds Transfer From Acct ██████████ |
| 09/03 | 645,696.49 | Funds Transfer From Acct ██████████ |

Corporate Business Account Statement

JOBOT LLC
STE 200

For the period 10/01/2025 to 10/31/2025

Account number: XX-XXXX-██████████

Page 2 of 9

Deposits and Other Credits

ACH Credits

4 transactions for a total of \$24,512.87

| Date posted | Amount | Transaction description | Reference number |
|-------------|-----------|---|-------------------|
| 10/08 | 615.38 | ACH Credit Return Jobot Consulting 5979490 | 00025280014441748 |
| 10/15 | 473.74 | Corporate ACH Invoice Paychex Eib X13984700001894 | 00025287015578411 |
| 10/17 | 22,647.90 | Corporate ACH Dbi Cobra Wex Cobra 52395000 | 00025289009574284 |
| 10/20 | 775.85 | Corporate ACH Payroll Paychex Inc. 14022000010251X | 00025290007290273 |

Investments

44 transactions for a total of \$200,098,748.13

| Date posted | Amount | Transaction description | Reference number |
|-------------|--------------|--|------------------|
| 10/01 | 683.31 | PNC Sweep Interest @ 0.000000 Value Date 09-30-25 | |
| 10/01 | 7,335,503.83 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/02 | 695.67 | PNC Sweep Interest @ 0.000000 Value Date 10-01-25 | |
| 10/02 | 7,468,177.17 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/03 | 662.35 | PNC Sweep Interest @ 0.000000 Value Date 10-02-25 | |
| 10/03 | 7,110,572.10 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/06 | 2,241.85 | PNC Sweep Interest @ 0.000000 Value Date 10-03-25 | |
| 10/06 | 8,022,299.46 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/07 | 801.22 | PNC Sweep Interest @ 0.000000 Value Date 10-06-25 | |
| 10/07 | 8,601,329.80 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/08 | 827.21 | PNC Sweep Interest @ 0.000000 Value Date 10-07-25 | |
| 10/08 | 8,880,334.12 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/09 | 863.51 | PNC Sweep Interest @ 0.000000 Value Date 10-08-25 | |
| 10/09 | 9,270,015.42 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/10 | 814.09 | PNC Sweep Interest @ 0.000000 Value Date 10-09-25 | |
| 10/10 | 8,739,508.26 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/14 | 3,546.59 | PNC Sweep Interest @ 0.000000 Value Date 10-10-25 | |
| 10/14 | 9,518,416.17 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/15 | 715.53 | PNC Sweep Interest @ 0.000000 Value Date 10-14-25 | |
| 10/15 | 7,681,397.53 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/16 | 784.81 | PNC Sweep Interest @ 0.000000 Value Date 10-15-25 | |
| 10/16 | 8,425,194.83 | Sweep Transfr From Investment Acct# ██████████ | |
| 10/17 | 728.35 | PNC Sweep Interest @ 0.000000 Value Date 10-16-25 | |

Investments continued on next page

Corporate Business Account Statement

JOBOT LLC
STE 200

For the period 10/01/2025 to 10/31/2025

Account number: XX-XXXX-██████████

Page 3 of 9

Deposits and Other Credits - continued

Investments - continued

44 transactions for a total of \$200,098,748.13

| Date posted | Amount | Transaction description |
|-------------|---------------|--|
| 10/17 | 7,819,033.04 | Sweep Transfr From Investment Acct# ██████████ |
| 10/20 | 2,416.21 | PNC Sweep Interest @ 0.000000 Value Date 10-17-25 |
| 10/20 | 8,646,232.63 | Sweep Transfr From Investment Acct# ██████████ |
| 10/21 | 870.54 | PNC Sweep Interest @ 0.000000 Value Date 10-20-25 |
| 10/21 | 9,345,469.76 | Sweep Transfr From Investment Acct# ██████████ |
| 10/22 | 889.21 | PNC Sweep Interest @ 0.000000 Value Date 10-21-25 |
| 10/22 | 9,545,951.09 | Sweep Transfr From Investment Acct# ██████████ |
| 10/23 | 952.58 | PNC Sweep Interest @ 0.000000 Value Date 10-22-25 |
| 10/23 | 10,226,224.88 | Sweep Transfr From Investment Acct# ██████████ |
| 10/24 | 880.11 | PNC Sweep Interest @ 0.000000 Value Date 10-23-25 |
| 10/24 | 9,448,282.68 | Sweep Transfr From Investment Acct# ██████████ |
| 10/27 | 3,064.62 | PNC Sweep Interest @ 0.000000 Value Date 10-24-25 |
| 10/27 | 10,966,541.23 | Sweep Transfr From Investment Acct# ██████████ |
| 10/28 | 1,054.96 | PNC Sweep Interest @ 0.000000 Value Date 10-27-25 |
| 10/28 | 11,325,339.41 | Sweep Transfr From Investment Acct# ██████████ |
| 10/29 | 1,166.19 | PNC Sweep Interest @ 0.000000 Value Date 10-28-25 |
| 10/29 | 12,519,405.72 | Sweep Transfr From Investment Acct# ██████████ |
| 10/30 | 1,049.07 | PNC Sweep Interest @ 0.000000 Value Date 10-29-25 |
| 10/30 | 11,262,087.42 | Sweep Transfr From Investment Acct# ██████████ |
| 10/31 | 683.08 | PNC Sweep Interest @ 0.000000 Value Date 10-30-25 |
| 10/31 | 7,915,040.52 | Sweep Transfr From Investment Acct# ██████████ |

Zero Balance Transfers

22 transactions for a total of \$15,013,754.98

| Date posted | Amount | Transaction description |
|-------------|------------|-------------------------------------|
| 10/01 | 595,851.61 | Funds Transfer From Acct ██████████ |
| 10/02 | 632,107.45 | Funds Transfer From Acct ██████████ |
| 10/03 | 701,071.20 | Funds Transfer From Acct ██████████ |
| 10/06 | 713,151.28 | Funds Transfer From Acct ██████████ |
| 10/07 | 380,233.44 | Funds Transfer From Acct ██████████ |
| 10/08 | 565,535.33 | Funds Transfer From Acct ██████████ |
| 10/09 | 623,142.73 | Funds Transfer From Acct ██████████ |
| 10/10 | 642,238.82 | Funds Transfer From Acct ██████████ |
| 10/14 | 801,038.66 | Funds Transfer From Acct ██████████ |
| 10/15 | 711,481.19 | Funds Transfer From Acct ██████████ |

Corporate Business Account Statement

JOBOT LLC
STE 200

For the period 11/01/2025 to 11/28/2025

Account number: XX-XXXX [REDACTED]

Page 2 of 8

Deposits and Other Credits

ACH Credits

3 transactions for a total of \$57,330.65

| Date posted | Amount | Transaction description | Reference number |
|-------------|-----------|---|-------------------|
| 11/10 | 20,800.00 | Corporate ACH Corp Pay 11/07/25 Divconemsaus5632 | 00025310010633270 |
| 11/19 | 17,810.65 | Corporate ACH Dbi Cobra Wex Cobra 52395000 | 00025322011793302 |
| 11/21 | 18,720.00 | Corporate ACH Corp Pay Divconemsaus5632 | 00025324011635833 |

Investments

36 transactions for a total of \$176,423,047.37

| Date posted | Amount | Transaction description | Reference number |
|-------------|---------------|--|------------------|
| 11/03 | 2,140.27 | PNC Sweep Interest @ 0.000000 Value Date 10-31-25 | |
| 11/03 | 8,266,640.84 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/04 | 774.77 | PNC Sweep Interest @ 0.000000 Value Date 11-03-25 | |
| 11/04 | 8,977,543.81 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/05 | 816.98 | PNC Sweep Interest @ 0.000000 Value Date 11-04-25 | |
| 11/05 | 9,466,555.15 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/06 | 868.75 | PNC Sweep Interest @ 0.000000 Value Date 11-05-25 | |
| 11/06 | 10,066,448.96 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/07 | 844.54 | PNC Sweep Interest @ 0.000000 Value Date 11-06-25 | |
| 11/07 | 9,785,980.48 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/10 | 2,770.11 | PNC Sweep Interest @ 0.000000 Value Date 11-07-25 | |
| 11/10 | 10,699,371.52 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/12 | 2,021.73 | PNC Sweep Interest @ 0.000000 Value Date 11-10-25 | |
| 11/12 | 11,713,191.00 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/13 | 1,077.34 | PNC Sweep Interest @ 0.000000 Value Date 11-12-25 | |
| 11/13 | 12,483,520.34 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/14 | 666.83 | PNC Sweep Interest @ 0.000000 Value Date 11-13-25 | |
| 11/14 | 7,726,724.19 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/17 | 2,241.06 | PNC Sweep Interest @ 0.000000 Value Date 11-14-25 | |
| 11/17 | 8,655,938.19 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/18 | 799.93 | PNC Sweep Interest @ 0.000000 Value Date 11-17-25 | |
| 11/18 | 9,268,998.94 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/19 | 842.66 | PNC Sweep Interest @ 0.000000 Value Date 11-18-25 | |
| 11/19 | 9,764,116.53 | Sweep Transfr From Investment Acct# [REDACTED] | |
| 11/20 | 892.09 | PNC Sweep Interest @ 0.000000 Value Date 11-19-25 | |

Investments continued on next page

Corporate Business Account Statement

JOBOT LLC
 STE 200

For the period 11/01/2025 to 11/28/2025
 Account number: XX-XXXX-
 Page 3 of 8

Deposits and Other Credits - continued

Investments - continued

36 transactions for a total of \$176,423,047.37

| Date posted | Amount | Transaction description |
|-------------|---------------|--|
| 11/20 | 10,336,930.66 | Sweep Transfr From Investment Acct# |
| 11/21 | 827.66 | PNC Sweep Interest @ 0.000000 Value Date 11-20-25 |
| 11/21 | 9,590,332.01 | Sweep Transfr From Investment Acct# |
| 11/24 | 2,673.69 | PNC Sweep Interest @ 0.000000 Value Date 11-21-25 |
| 11/24 | 10,326,962.01 | Sweep Transfr From Investment Acct# |
| 11/25 | 971.48 | PNC Sweep Interest @ 0.000000 Value Date 11-24-25 |
| 11/25 | 11,256,883.09 | Sweep Transfr From Investment Acct# |
| 11/26 | 875.13 | PNC Sweep Interest @ 0.000000 Value Date 11-25-25 |
| 11/26 | 10,140,436.22 | Sweep Transfr From Investment Acct# |
| 11/28 | 1,358.90 | PNC Sweep Interest @ 0.000000 Value Date 11-26-25 |
| 11/28 | 7,873,009.51 | Sweep Transfr From Investment Acct# |

Zero Balance Transfers

18 transactions for a total of \$13,853,500.25

| Date posted | Amount | Transaction description |
|-------------|--------------|--------------------------|
| 11/03 | 983,881.26 | Funds Transfer From Acct |
| 11/04 | 684,614.03 | Funds Transfer From Acct |
| 11/05 | 704,894.27 | Funds Transfer From Acct |
| 11/06 | 800,075.12 | Funds Transfer From Acct |
| 11/07 | 1,034,520.50 | Funds Transfer From Acct |
| 11/10 | 752,185.59 | Funds Transfer From Acct |
| 11/12 | 819,106.04 | Funds Transfer From Acct |
| 11/13 | 635,304.45 | Funds Transfer From Acct |
| 11/14 | 819,948.65 | Funds Transfer From Acct |
| 11/17 | 958,945.77 | Funds Transfer From Acct |
| 11/18 | 320,780.79 | Funds Transfer From Acct |
| 11/19 | 930,962.39 | Funds Transfer From Acct |
| 11/20 | 453,453.32 | Funds Transfer From Acct |
| 11/21 | 1,015,919.49 | Funds Transfer From Acct |
| 11/24 | 745,417.07 | Funds Transfer From Acct |
| 11/25 | 1,175,025.81 | Funds Transfer From Acct |
| 11/26 | 470,898.04 | Funds Transfer From Acct |
| 11/28 | 547,567.66 | Funds Transfer From Acct |

Corporate Business Account Statement

JOBOT LLC
 STE 200

For the period 11/29/2025 to 12/31/2025
 Account number: XX-XXXX-
 Page 2 of 9

Deposits and Other Credits

ACH Credits

3 transactions for a total of \$29,733.65

| Date posted | Amount | Transaction description | Reference number |
|-------------|-----------|---|-------------------|
| 12/02 | 17,429.27 | Corporate ACH Invoice Paychex Eib X14595800001449 | 00025335011975704 |
| 12/09 | 612.09 | Corporate ACH Payroll Paychex Inc. 14651200019332X | 00025342012819412 |
| 12/16 | 11,692.29 | Corporate ACH Dbi Cobra Wex Cobra 52395000 | 00025349015414262 |

Investments

44 transactions for a total of \$178,350,979.96

| Date posted | Amount | Transaction description | Reference number |
|-------------|--------------|--|------------------|
| 12/01 | 2,153.21 | PNC Sweep Interest @ 0.000000 Value Date 11-28-25 | |
| 12/01 | 8,316,636.06 | Sweep Transfr From Investment Acct# | |
| 12/02 | 689.98 | PNC Sweep Interest @ 0.000000 Value Date 12-01-25 | |
| 12/02 | 7,994,949.04 | Sweep Transfr From Investment Acct# | |
| 12/03 | 752.17 | PNC Sweep Interest @ 0.000000 Value Date 12-02-25 | |
| 12/03 | 8,715,585.88 | Sweep Transfr From Investment Acct# | |
| 12/04 | 785.25 | PNC Sweep Interest @ 0.000000 Value Date 12-03-25 | |
| 12/04 | 9,098,922.42 | Sweep Transfr From Investment Acct# | |
| 12/05 | 743.00 | PNC Sweep Interest @ 0.000000 Value Date 12-04-25 | |
| 12/05 | 8,609,389.22 | Sweep Transfr From Investment Acct# | |
| 12/08 | 1,987.30 | PNC Sweep Interest @ 0.000000 Value Date 12-05-25 | |
| 12/08 | 7,675,830.83 | Sweep Transfr From Investment Acct# | |
| 12/09 | 703.84 | PNC Sweep Interest @ 0.000000 Value Date 12-08-25 | |
| 12/09 | 8,155,578.57 | Sweep Transfr From Investment Acct# | |
| 12/10 | 774.71 | PNC Sweep Interest @ 0.000000 Value Date 12-09-25 | |
| 12/10 | 8,976,811.65 | Sweep Transfr From Investment Acct# | |
| 12/11 | 781.49 | PNC Sweep Interest @ 0.000000 Value Date 12-10-25 | |
| 12/11 | 9,055,338.75 | Sweep Transfr From Investment Acct# | |
| 12/12 | 660.77 | PNC Sweep Interest @ 0.000000 Value Date 12-11-25 | |
| 12/12 | 8,316,558.64 | Sweep Transfr From Investment Acct# | |
| 12/15 | 1,606.69 | PNC Sweep Interest @ 0.000000 Value Date 12-12-25 | |
| 12/15 | 6,740,692.03 | Sweep Transfr From Investment Acct# | |
| 12/16 | 573.45 | PNC Sweep Interest @ 0.000000 Value Date 12-15-25 | |
| 12/16 | 7,217,563.90 | Sweep Transfr From Investment Acct# | |
| 12/17 | 592.86 | PNC Sweep Interest @ 0.000000 Value Date 12-16-25 | |

Investments continued on next page

Corporate Business Account Statement

JOBOT LLC
STE 200

For the period 11/29/2025 to 12/31/2025

Account number: XX-XXXX-██████████

Page 3 of 9

Deposits and Other Credits - continued

Investments - continued

44 transactions for a total of \$178,350,979.96

| Date posted | Amount | Transaction description |
|-------------|--------------|--|
| 12/17 | 7,461,915.68 | Sweep Transfr From Investment Acct# ██████████ |
| 12/18 | 605.09 | PNC Sweep Interest @ 0.000000 Value Date 12-17-25 |
| 12/18 | 7,615,749.38 | Sweep Transfr From Investment Acct# ██████████ |
| 12/19 | 545.27 | PNC Sweep Interest @ 0.000000 Value Date 12-18-25 |
| 12/19 | 6,862,864.89 | Sweep Transfr From Investment Acct# ██████████ |
| 12/22 | 1,846.74 | PNC Sweep Interest @ 0.000000 Value Date 12-19-25 |
| 12/22 | 7,747,828.63 | Sweep Transfr From Investment Acct# ██████████ |
| 12/23 | 612.01 | PNC Sweep Interest @ 0.000000 Value Date 12-22-25 |
| 12/23 | 7,702,910.07 | Sweep Transfr From Investment Acct# ██████████ |
| 12/24 | 665.20 | PNC Sweep Interest @ 0.000000 Value Date 12-23-25 |
| 12/24 | 8,372,392.13 | Sweep Transfr From Investment Acct# ██████████ |
| 12/26 | 1,352.96 | PNC Sweep Interest @ 0.000000 Value Date 12-24-25 |
| 12/26 | 8,514,309.87 | Sweep Transfr From Investment Acct# ██████████ |
| 12/29 | 2,130.30 | PNC Sweep Interest @ 0.000000 Value Date 12-26-25 |
| 12/29 | 8,937,473.86 | Sweep Transfr From Investment Acct# ██████████ |
| 12/30 | 726.95 | PNC Sweep Interest @ 0.000000 Value Date 12-29-25 |
| 12/30 | 9,149,597.95 | Sweep Transfr From Investment Acct# ██████████ |
| 12/31 | 563.33 | PNC Sweep Interest @ 0.000000 Value Date 12-30-25 |
| 12/31 | 7,090,227.94 | Sweep Transfr From Investment Acct# ██████████ |

Zero Balance Transfers

22 transactions for a total of \$13,032,055.84

| Date posted | Amount | Transaction description |
|-------------|--------------|-------------------------------------|
| 12/01 | 717,504.04 | Funds Transfer From Acct ██████████ |
| 12/02 | 440,815.25 | Funds Transfer From Acct ██████████ |
| 12/03 | 281,483.29 | Funds Transfer From Acct ██████████ |
| 12/04 | 601,139.93 | Funds Transfer From Acct ██████████ |
| 12/05 | 573,509.15 | Funds Transfer From Acct ██████████ |
| 12/08 | 1,012,595.44 | Funds Transfer From Acct ██████████ |
| 12/09 | 515,335.62 | Funds Transfer From Acct ██████████ |
| 12/10 | 208,573.37 | Funds Transfer From Acct ██████████ |
| 12/11 | 269,721.06 | Funds Transfer From Acct ██████████ |
| 12/12 | 1,060,220.07 | Funds Transfer From Acct ██████████ |
| 12/15 | 620,038.70 | Funds Transfer From Acct ██████████ |
| 12/16 | 280,174.15 | Funds Transfer From Acct ██████████ |
| 12/17 | 290,788.74 | Funds Transfer From Acct ██████████ |

EXHIBIT D

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

Case No. 26-10070

AMY EICHELBERG, ALLISON PATIERNO, SCOTT SIMON, and
JOBOT, LLC,

Appellants

v.

HAYES MEDICAL STAFFING, LLC

Appellee

Om Appeal from the United States District Court
for the Southern District of Florida

No. 0:23-CV-60748-LEIBOWITZ

**AFFIDAVIT OF AMY EICHELBERG IN SUPPORT OF
APPELLANTS' EMERGENCY MOTION TO STAY EXECUTION
OF JUDGMENT PENDING APPEAL**

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Attorney for Moving Parties
Amy Eichelberg, Scott Simon
and Jobot, LLC

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Miami, Florida 33131
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Facsimile: +1 786 741 3202

Attorney for Appellants
Amy Eichelberg, Scott Simon
and Jobot, LLC

AFFIDAVIT OF AMY EICHELBERG

I, Amy Eichelberg, hereby state as follows:

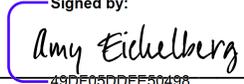
1. I am of sound mind and body and over the age of 18 and am competent to testify to the matters herein.

2. I am a party to this matter, and was formerly an employee of Jobot, LLC.

3. My financial conditions make posting the \$6.6 million supersedeas bond required in this matter—or any substantial portion thereof— impossible, and doing so would cause severe undue financial hardship.

4. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on March ¹⁷____, 2026

Signed by:

49DF05DDFE50498...

Amy Eichelberg

EXHIBIT E

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

Case No. 26-10070

AMY EICHELBERG, ALLISON PATIERNO, SCOTT SIMON, and
JOBOT, LLC,

Appellants

v.

HAYES MEDICAL STAFFING, LLC

Appellee

On Appeal from the United States District Court
for the Southern District of Florida

No. 0:23-CV-60748-LEIBOWITZ

**AFFIDAVIT OF SCOTT SIMON IN SUPPORT OF APPELLANTS'
EMERGENCY MOTION TO STAY EXECUTION OF JUDGMENT
PENDING APPEAL**

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Attorney for Appellants
Amy Eichelberg, Scott Simon
and Jobot, LLC

AFFIDAVIT OF SCOTT SIMON

I, Scott Simon, hereby state as follows:

1. I am of sound mind and body and over the age of 18 and am competent to testify to the matters herein.
2. I am a party to this matter, and was formerly an employee of Jobot, LLC.
3. My financial conditions make posting the \$6.6 million supersedeas bond required in this matter—or any substantial portion thereof— impossible, and doing so would cause severe undue financial hardship.
4. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on March ¹⁷____, 2026

Signed by:


16E58CF2CFB14A4...

Scott Simon