

**IN THE CIRCUIT COURT OF THE
THIRTEENTH JUDICIAL CIRCUIT IN AND
FOR HILLSBOROUGH COUNTY, FLORIDA**

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS

Plaintiff,

vs.

Case No.: 19-CA-4336
DIVISION: L

THE SURROGACY GROUP, LLC and
GREGORY BLOSSER,

Defendants.

/

TRIAL ORDER AND FINAL JUDGMENT

On August 13, 2020, came the Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs (the “Attorney General”) by Assistant Attorney General Elizabeth Lester Martin and Assistant Bureau Chief Sasha Funk Granai, and Defendants, The Surrogacy Group, LLC and Gregory Blosser, who – despite getting requisite notice – were unrepresented and did not appear, for a bench trial on the unliquidated damages requested by Plaintiff pursuant to its Complaint for Injunctive and Other Statutory Relief (the “Complaint”). The Complaint alleged violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”). Having granted the Attorney General’s Motion for Final Default Judgment, considered the evidence presented at trial, and heard argument of counsel, the Court is fully advised of the matters presented and Orders and Adjudges as follows:

Findings of Fact and Conclusions of Law

1. This Court has jurisdiction over this matter and each of the Defendants, and venue is proper in this Circuit.

2. At all times material hereto, Defendants, The Surrogacy Group, LLC (“TSG”) and Gregory Blosser (“Blosser”), were engaged in “trade or commerce” as defined in Section 501.203(8), Florida Statutes.

3. Plaintiff, the Attorney General, is an enforcing authority pursuant to Section 501.203(2), Florida Statutes, and is authorized to seek penalties as well as monetary, equitable, declaratory, and injunctive relief.

4. Defendant TSG is an administratively dissolved Florida limited liability company that filed its article of organization with the Florida Division of Corporations on February 24, 2016.¹

5. Defendant Blosser is an individual who, during the time period relevant to the activities alleged by Plaintiff, resided in the State of Florida.²

6. Defendants conducted business in the State of Florida from January 2016 through and including all dates material to this action.³

7. On April 24, 2019, the Attorney General filed its Complaint against Defendants alleging violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”).⁴

8. On May 09, 2019, Defendants were personally served the Complaint.⁵

¹ [Complaint, Document Index (“D.I.”) 4 at ¶ 11-12] and Trial Exhibit 14. References to “D.I.” indicate the numbered entry in the Clerk of Court’s docket. Further, all allegations of the Complaint (D.I. 4) are uncontested facts in the record by virtue of the Court’s entry of a default judgment more fully described below (*see* D.I. 61).

² D.I. 4 at ¶ 13-15.

³ D.I. 4 at ¶ 7, 11-17 and Trial Exhibit 14.

⁴ D.I. 4.

⁵ D.I. 15 and D.I. 16.

9. On June 14, 2019, the Attorney General filed a Motion for Default by Clerk against Defendants.⁶

10. On June 19, 2019, a clerk's default was entered against each of the Defendants for failure to serve or file any document in the action as required by law.⁷

11. On December 04, 2019, the Attorney General filed a Motion for Final Default Judgment seeking: (a) a finding of liability against Defendants, jointly and severally, against Defendants for violations of FDUTPA in the course of offering surrogacy brokerage and administrative services and (b) permanent injunctive relief against Defendants.⁸

12. On March 12, 2020, this Court granted the Attorney General's Motion for Final Default Judgment on the sole Count of the Attorney General's Complaint finding the Defendants jointly and severally liable for violations of FDUTPA in the course of offering surrogacy brokerage and administrative services.⁹

13. Namely, the Court found in its Default Judgment and Order for Permanent Injunction Against Defendants The Surrogacy Group, LLC and Gregory Blosser (the "Default Judgment Order") that Defendants had violated FDUTPA by, among other actions (collectively, the "Violations"):

- a. Making false or misleading representations in an effort to solicit consumer business;
- b. Accepting large fees for services that Defendants failed to provide;
- c. Accepting large deposits in the form of funds to be held in trust for surrogate care but wrongfully misappropriating these funds for Blosser's own benefit; and

⁶ D.I. 17.

⁷ D.I. 20.

⁸ D.I. 31.

⁹ D.I. 61.

d. Cutting off or severely decreasing substantive communication with the Intended Parents and/or Surrogates after receiving the deposited monies.¹⁰

14. In its Default Judgment Order, the Court also found that Blosser directly participated in the deceptive and unfair acts and practices alleged in the Complaint, directed and controlled the practices and policies of TSG, and had actual or constructive knowledge of the acts and practices alleged therein, or exercised a reckless indifference to the conduct of TSG alleged in the Complaint. The Court further found both Defendants liable for the Violations of FDUTPA identified by the Court.¹¹

15. Pursuant to the Default Judgment Order, the Court also granted Plaintiff's requests for permanent injunctive relief against Defendants, including Plaintiff's requests that Defendants be permanently restrained from offering or providing surrogacy-related services and soliciting and directly or indirectly engaging new consumers with respect to surrogacy-related services, among other injunctive relief.¹²

16. On February 07, 2020, Plaintiff filed its Notice for Non-Jury Trial (on Unliquidated Damages) giving notice that this matter was at issue and ready to be set for trial on unliquidated damages.¹³

17. On February 11, 2020, the Court issued a Uniform Order Setting Cause for Trial and Prep-Trial (Non-Jury Trial) which set the date for trial on unliquidated damages in this matter for the March 16, 2020 – April 03, 2020 trial period (the "First Trial Order").¹⁴ Defendants were personally served the First Trial Order on February 11, 2020.¹⁵

¹⁰ D.I. 61 at ¶ 8-9 and 13.

¹¹ D.I. 61 at ¶ 8-9, and 13.

¹² D.I. 61 at ¶ 9-18.

¹³ D.I. 52.

¹⁴ D.I. 54.

¹⁵ D.I. 57.

18. On March 26, 2020, the Court continued the trial in this matter due to issues presented by the novel coronavirus.¹⁶

19. On May 28, 2020, the Court issued a new Uniform Order Setting Cause for Trial and Pre-Trial (Non-Jury Trial) which re-set the date for trial on unliquidated damages in this matter for the August 10, 2020 – August 21, 2020 trial period (the “Second Trial Order”).¹⁷ Trial was later set for August 13, 2020.

20. The Second Trial Order was personally served on Blosser via substitute service on Blosser’s spouse, Robert Blosser, at Blosser’s place of residence on June 25, 2020 and was sent to Defendant TSG via email and mail pursuant to Fla. R. Jud. Admin., Rule 2.516.¹⁸

21. On August 13, 2020, a non-jury trial was held on Plaintiff’s request for unliquidated damages (the “Trial”).

22. At Trial, the Court heard the testimony of (4) witnesses called by Plaintiff, Ms. Emily Lingg (“Lingg”), Mr. Christopher Gagnon (“Gagnon”), Investigative Specialist II Rachel Boyette (“Investigative Specialist Boyette”), and Senior Financial Investigator Patricia Rossie (Senior Investigator Rossie”). The Court also admitted fourteen (14) exhibits introduced by Plaintiff. Such exhibits included, but were not limited to, consumer complaints, consumer contracts with Defendants, a consumer complaint timeline, financial analysis summaries, the former testimony of former TSG employee, Deanna Kulcsar, and other documents presented by Plaintiff and admitted by the Court during Trial.

23. Evidence presented by Plaintiff at Trial demonstrated that Defendants willfully committed the FDUTPA Violations identified in the Court’s Default Judgment Order from the

¹⁶ D.I. 63-65

¹⁷ D.I. 66.

¹⁸ D.I. 68.

time period starting in January 2016 through and until February 20, 2019 (the “Unfair and Deceptive Acts Period”).¹⁹

24. Plaintiff further proved that, during the Unfair and Deceptive Acts Period, Defendants received \$2,186,383.71 in intended parent consumer payments from at least 72 different consumers.²⁰

25. The \$2,186,383.71 amount received by Defendants accounts for all consumer refunds and chargebacks from Defendants’ bank and merchant accounts during the Unfair and Deceptive Acts Period.²¹

26. In addition, evidence presented by Plaintiff showed that, during the Unfair and Deceptive Acts Period, Defendants spent over \$400,000 on Mr. Blosser’s personal expenses, including med spa visits, concert tickets, and to take cash out of ATMs located at casinos and cruise ship ports, out of the same accounts into which intended parents had paid monies held in trust by Defendants for specific, express purposes.²²

27. The evidence presented at Trial, and this Court’s previous determination that Defendants’ conduct violated FDUTPA; supports the imposition of penalties and equitable relief against Defendants and in favor of the Attorney General.

Plaintiff’s Requests

28. At Trial, Plaintiff requested two (2) categories of unliquidated damages, to wit, disgorgement and civil penalties. The Attorney General presented evidence, as stated above, as to: (a) the amount of money that Defendants received from consumers to prove the amount of ill-gotten gains that the Defendants should disgorge, and (b) the number of intended parent

¹⁹ Trial Exhibits 13-15; Trial Exhibit 19; and Trial Exhibits 37-38; August 13, 2020 testimony of Senior Investigator Rossie.

²⁰ Trial Exhibit 15; Trial Exhibit 38 and Trial Exhibit 41; August 13, 2020 testimony of Senior Investigator Rossie.

²¹ Trial Exhibit 38; Trial Exhibit 41; and August 13, 2020 testimony of Senior Investigator Rossie.

²² Trial Exhibit 37 and August 13, 2020 testimony of Senior Investigator Rossie.

consumers from whom Defendants received payments. The Attorney General did not request a jury trial and, thus, the claims for unliquidated damages may be determined by the Court. *Szucs v. Qualico Dev., Inc.*, 893 So. 2d 708, 712 (Fla. 2nd DCA 2005).

Deceptive Practices

29. The Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) makes “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce” unlawful. Section 501.204(1), Florida Statutes. Determining whether acts or practices violated FDUTPA may be based on “standards of unfairness and deception set forth and interpreted by the Federal Trade Commission or the federal courts.” Section 501.203(3)(b), Florida Statutes.

30. As determined by the Court in its Default Judgment Order, Defendants violated FDUTPA by:

- a. Making false or misleading representations in an effort to solicit consumer business;
- b. Accepting large fees for services that Defendants failed to provide;
- c. Accepting large deposits in the form of funds to be held in trust for surrogate care but wrongfully misappropriating these funds for Blosser’s own benefit; and
- d. Cutting off or severely decreasing substantive communication with the intended parents and/or surrogates after receiving the deposited monies.

Disgorgement

31. FDUTPA authorizes reimbursement to consumers who have been damaged by deceptive trade practices and authorizes the court to grant legal, equitable, or other appropriate relief. Section 501.207(3), Florida Statutes. The Court’s power to grant equitable relief under FDUTPA is extremely broad and includes the power to grant disgorgement or restitution. *See*

e.g., *F.T.C. v. Mylan Laboratories, Inc.*, 99 F.Supp.2d 1 (D.D.C. 1999)²³ (holding that restitution is an available remedy under FDUTPA because “the broad remedial language of the Florida Act suggests that the Florida Legislature intended to provide a full range of equitable monetary relief” under § 501.207.); *see also F.T.C. v. Gem Merchandising Corp.*, 87 F.3d 466, 469 (11th Cir. 1996)(finding that where the FTC sought an injunction, the court’s equitable power included the power to grant restitution and disgorgement).

32. An award of disgorgement is an award which “deprives Defendants of their ill-gotten gains.” *F.T.C. v. 1st Guar. Mortg. Corp.*, No 09-cv-61840, 2011 WL 1233207, at *21 (citing *Gem Merchandising Corp.*, 87 F.3d at 470); *F.T.C. v. Direct Marketing Concepts, Inc.*, 648 F.Supp.2d 202 (D.Mass.2009)). It is not Defendants’ profit, but Defendants’ net revenue, that is, gross receipts less refunds, resulting from the deception that is the appropriate measure of unjust gain. *F.T.C. v. Washington Data Resources*, 856 F.Supp.2d, 1279-1280 (M.D.Fla.2012); *see also F.T.C. v. Peoples Credit First, LLC*, No.8:03-CV-2353-T, 2005 WL 3468588, at *7 n.18 (M.D. Fla. Dec. 18, 2005), *aff’d*, 244 F. App’x 942 (11th Cir. 2007); *see also F.T.C. v. SlimAmerica, Inc.*, 77 F.Supp.2d 1263, 1276 (S.D. Fla. 1999) (“[t]he appropriate measure for redress is the aggregate amount paid by consumers, less refunds made by defendants.”). Further, “defendants in a disgorgement action are ‘not entitled to deduct costs associated with committing their illegal acts.’” *F.T.C. v. Bronson Partners, LLC*, 654 F.3d 259, 275 (quoting *S.E.C. v. Cavanagh* No. 98-Civ.-1818-DLC, 2004 WL 1594818, at *30 (S.D.N.Y. July 16, 2004)); *SlimAmerica*, 77 F.Supp.2d at 1276 (“Costs incurred by the defendants in the creation and perpetration of the fraudulent scheme will not be passed on to the victims.”).

²³ Section 501.202(3), Florida Statutes; Section 501.204(2), Florida Statutes; *see also Coleman v. CubeSmart*, 328 F. Supp. 3d 1349, n.4 (S.D. Fla. 2018) (noting that under FDUPTA, “Florida courts must give due consideration and great weight to FTC cases”) (internal quotations omitted).

33. Moreover, consumers are entitled to full refunds, even if they obtained some value from their purchase. “[L]iability for deceptive sales practices does not require that the underlying product be worthless.” *F.T.C. v. IAB Mktg. Assoc.*, 746 F.3d 1228, 1233 (11th Cir. 2014) (rejecting defendants’ argument that district court should have taken into account the residual value of the products it sold, despite its misrepresentations). “The salient issue in fraudulent-misrepresentation cases ‘is whether the seller’s misrepresentations tainted the customer’s purchasing decisions,’ not the value (if any) of the items sold.” *Id.* at 1235 (citing *McGregor v. Chierico*, 206 F.3d 1378, 1388 (11th Cir. 2000)). Indeed, “the injury to a consumer occurs at the instant of a seller’s misrepresentations, which taint the consumer’s subsequent purchasing decisions.” *F.T.C. v. BlueHippo Funding, LLC*, 762 F.3d 238, 244 (2d Cir. 2014) (citing *Figgie*, 994 F.2d at 606).

34. Plaintiff’s burden for showing the amount of Defendants’ assets that are subject to disgorgement is light in that Plaintiff must only “‘show that its calculations reasonably approximated’ the amount of the defendant’s unjust gains, after which ‘the burden shifts to the defendant to show that those figures were inaccurate.’” *F.T.C. v. Verity International Ltd.*, 443 F.3d 48, 67 (2d Cir. 2006)(quoting *F.T.C. v. Febre*, 128 F.3d 530, 535 (7th Cir. 1997); see also *SEC v. Calvo*, 378 F.3d 1211, 1217 (11th Cir.2004). The law does not require that Plaintiff prove each dollar of unjust gain accrued directly from Defendants’ deceptions. *Washington Data Resources*, 856 F.Supp.2d at 1281. However, Plaintiff cannot disgorge revenue received by Defendants before the violative practices began and is, therefore, required to prove when the deception began in order to properly calculate its disgorgement request. *Id.* at 1281.

35. Plaintiff established that the period of Defendants' deceptive and unfair acts began in January 2016 and continued until at least February 20, 2019.²⁴ It is during this Unfair and Deceptive Acts Period that Defendants took in \$2,186,383.71 in consumer payments.²⁵ This amount is a reasonably approximate calculation of Defendants' net revenue resulting from Defendants' violations of FDUTPA as it accounts for all consumer payments made to Defendants as well as all refunds and chargebacks to consumers during the Deceptive and Unfair Acts Period and is, therefore, an appropriate calculation of Defendant's ill-gotten gains.²⁶

Civil Penalties

36. The Court may impose a civil penalty of not more than \$10,000 for each willful FDUTPA violation, and up to \$15,000 when the conduct affects senior citizens or handicapped persons. Sections 501.2075 and 2077, Florida Statutes. A "willful" violation occurs when the person knew or should have known that his or her conduct was unfair or deceptive or prohibited by rule. Section 501.2075, Florida Statutes.

37. A separate FDUTPA violation occurs with each separate, unlawful method, act, or practice. Section 501.2075, Florida Statutes.

38. A penalty may be assessed for each consumer that paid money to Defendants as a result of Defendants' misrepresentations. *See e.g. Consumer Fin. Prot. Bureau v. Harper*, No. 14-80931-CIV, 2015 WL 13708155, at *10 (S.D. Fla. May 28, 2015) (Court assessed a civil penalty under FDUTPA against Defendants for each consumer who paid monies to Defendants based upon their deceptive and misleading practices).

²⁴ Trial Exhibits 13-15; Trial Exhibit 19; Trial Exhibit 37; and Trial Exhibit 38; testimony of Senior Investigator Rossie.

²⁵ Trial Exhibit 38; Trial Exhibit 41; and August 13, 2020 testimony of Senior Investigator Rossie

²⁶ Trial Exhibit 38; Trial Exhibit 41; and August 13, 2020 testimony of Senior Investigator Rossie.

39. Evidence presented at Trial makes it clear that Defendants' violations of FDUTPA were willful. Defendants took money from at least 72 different consumers while failing to provide some or all of the promised services, failing to distribute "escrowed" funds for surrogate and other earmarked expenses, and using money that did not belong to him to pay for Mr. Blosser's personal expenses.²⁷ Defendants' actions misappropriating consumer funds while failing to provide promised services or refunds constitute willful violations of FDUTPA that are extreme, egregious, and worthy of the maximum \$10,000 per violation for each of the 72 consumers. Independently, Defendants also knew or should have known that making material misrepresentations in the course of soliciting consumers, and ultimately taking funds from consumers without intending to perform promised services, was unfair, deceptive and prohibited by law.

Individual Liability

40. If an individual defendant directly participates in the deceptive practices or acts or they possessed the authority to control them, they may be held liable for consumer redress or disgorgement under the FDUTPA. *See State, Office of Att'y. Gen., Dept. of Legal Affairs v. Wyndham Int.*, 869 So. 2d 592, 598 (1st DCA 2004); *see also Gem Merchandising Corp.*, 87 F.3d at 470. "Authority to control the company can be evidenced by active involvement in business affairs and the making of corporate policy, including assuming the duties of a corporate officer." *F.T.C. v. Amy Travel Service, Inc.*, 875 F. 2d 564, 573 (7th Cir. 1989); *F.T.C. v. Tax Club, Inc.*, 994 F. Supp. 2d 461, 471 (S.D.N.Y. 2014) (finding that allegations of an individual's authority to operate bank accounts on behalf of the business evidenced an authority to control the business); *F.T.C. v Wilcox*, 926 F. Supp. 1091, 1104 (S.D. FL 1995).

²⁷ Trial Exhibits 14-15; Trial Exhibit 38; Trial Exhibit 41; and August 13, 2020 testimony of Senior Investigator Rossie

41. In order to hold individuals liable, the Attorney General must show that the individual “had or should have had some knowledge or awareness of the misrepresentations.” *F.T.C. v. Five-Star Auto Club, Inc.*, 97 F. Supp. 2d 502, 535 (S.D.N.Y., 2000) citing *Amy Travel*, 875 F. 2d at 574. “That knowledge requirement may be fulfilled by showing that the individual had ‘actual knowledge of material misrepresentations, reckless indifference to the truth or falsity of such misrepresentations, or an awareness of a high probability of fraud along with an intentional avoidance of the truth.’” *Amy Travel*, 875 F. 2d at 574. “One may not enjoy the benefits of fraudulent activity and then insulate one’s self from liability by contending that one did not participate directly in the fraudulent practices.” *Id.* at 574.

42. As determined by this Court in its Default Judgment Order, Blosser is the owner, chief executive officer, and sole manager of TSG and directly participated in, managed, operated, controlled, and had the ability to control the operations of TSG. The Court also determined in its Default Judgment Order that Blosser was individually liable for violations of FDUTPA. Consequently, Blosser should be held jointly and severally liable for any disgorgement and penalties amounts assessed under this Order for violations of FDUTPA.

Attorney’s Fees and Costs

43. Section 501.2075, Florida Statutes provides that the enforcing authority is entitled to reasonable attorneys fees if civil penalties are assessed in any litigation. FDUTPA further provides that the prevailing party may recover attorney’s fees and costs from the non-prevailing party. Section 501.2105, Florida Statutes. Here, Court finds that Plaintiff is the prevailing party and may recover attorney’s fees and costs from the non-prevailing parties, Defendants, under Section 501.2105, Florida Statutes.

ORDER

Based on the foregoing, it is ORDERED AND ADJUDGED:

1) Judgment in the amount of **TWO MILLION, ONE HUNDRED EIGHTY-SIX THOUSAND, THREE HUNDRED AND EIGHTY-THREE DOLLARS AND SEVENTY-ONE CENTS** (\$2,186,383.71) is hereby entered in favor of the Attorney General against Defendants, jointly and severally, for consumer restitution and disgorgement (the “**Disgorgement Amount**”), for which let execution issue forthwith. The Disgorgement Amount shall be paid by wire transfer, certified funds or cashier’s checks, payable to the Department of Legal Affairs, and shall be sent to the Office of the Attorney General, Attention: Elizabeth Lester Martin, Assistant Attorney General, 3507 E. Frontage Road, Suite 325, Tampa, FL 33607. Upon receipt, the check shall be deposited into the Department of Legal Affairs Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes, for distribution to consumers according to the sole business judgment of the Attorney General. If any restitution monies remain after the distribution of the Disgorgement Amount, they shall be used to defray the costs of restitution distribution and any attorney’s fees and costs incurred in enforcing this Judgment, or as fees and costs associated with ongoing and future enforcements initiatives pursuant to FDUTPA. Interest computed at the statutory rate of 6.03% per annum pursuant to Section 55.03, Florida Statutes, will immediately begin to accrue on any unpaid balance due and owing on the Disgorgement Amount and will be rendered due and payable until fully paid by Defendants.

2) Judgment in the amount of **SEVEN HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS** (\$720,000.00) is hereby entered in favor of the Attorney General against The Surrogacy Group, LLC and Gregory Blosser, jointly and severally, for civil penalties (the “**Penalty Amount**”), for which let execution issue forthwith. The Penalty Amount shall be paid by wire transfer, certified funds or cashier’s checks, payable to the Department of Legal Affairs, and shall be sent to the Office of the Attorney General, Attention: Elizabeth Lester Martin, Assistant Attorney General, 3507 E. Frontage Road, Suite 325, Tampa, FL 33607. Upon

receipt, the check shall be deposited into the Department of Legal Affairs General Revenue Fund, in accordance with Section 501.2075, Florida Statutes. Interest computed at the statutory rate of 6.03% per annum pursuant to Section 55.03, Florida Statutes, will immediately begin to accrue on any unpaid balance due and owing on the Penalty Amount until fully paid by Defendants.

3) The Attorney General is entitled to reasonable attorney's fees and costs in this matter and the Court retains jurisdiction to determine the amount to be awarded upon subsequent motion by the Attorney General. The Court also retains jurisdiction to enter further orders that are proper to compel compliance with this Final Judgment or to entertain contempt proceedings, civil and/or criminal, as appropriate.

4) In accordance with this Order, FINAL JUDGMENT is hereby entered against Defendants TSG and BLOSSER in the amount of **TWO MILLION, NINE HUNDRED SIX THOUSAND, THREE HUNDRED AND EIGHTY-THREE DOLLARS AND SEVENTY-ONE CENTS** (\$2,906,383.71), broken out as \$2,186,383.71 in consumer restitution and \$720,000.00 for civil penalties. Such FINAL JUDGMENT is awarded in favor of Plaintiff, the Attorney General, pursuant to Section 501.207(3), Florida Statutes, which such judgment amount shall bear interest at a rate of 5.37% per year until fully paid. Let execution issue forthwith.

SO ORDERED this ____ day of _____, 2020.

Electronically Conformed 10/16/2020

Steven Scott Stephens

STEVEN SCOTT STEPHENS

Circuit Judge

cc: Elizabeth Lester Martin, counsel for plaintiff
Sasha Funk Granai, counsel for plaintiff
Defendants The Surrogacy Group, LLC and Gregory Blosser, acting pro se