

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

CASE NO. 20-CIV-81205-RAR

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

**COMPLETE BUSINESS SOLUTIONS
GROUP, INC. d/b/a PAR FUNDING, et al.,**

Defendants.

**ORDER GRANTING THE RECEIVER'S COMBINED NINTH
MOTION TO LIFT LITIGATION INJUNCTION AS TO CERTAIN GARNISHMENT
PROCEEDINGS, TO ALLOW RECEIVER TO RELEASE OR REMOVE
SECURITY AGREEMENTS, AND TO AUTHORIZE RECEIVER TO ENTER INTO A
SETTLEMENT AGREEMENT WITH CHAPTER 11 DEBTOR IN POSSESSION
FOR ASHLEY AARONS d/b/a COFFEE DOG ENTERTAINMENT**

THIS CAUSE comes before the Court upon the Receiver's Combined Ninth Motion to Lift Litigation Injunction as to Certain Garnishment Proceedings, to Allow Receiver to Release or Remove Security Agreements, and to Authorize Receiver to Enter into a Settlement Agreement with Chapter 11 Debtor, Ashley Aarons d/b/a Coffee Dog Entertainment [ECF No. 485] (the "Motion"), filed on February 4, 2021.

In Section I of the Motion, the Receiver seeks to modify the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order for certain garnishment matters currently pending in the Court of Common Pleas of Philadelphia County, Pennsylvania to be opened for the limited purpose to allow the Receiver, in his discretion, to dissolve current writs of garnishment, to mark judgments satisfied, and/or to reopen confessed judgments, where the counterparty merchant either has

resolved, filed for bankruptcy protection, or has agreed to resolve prior defaults in certain cases in the Court of Common Pleas of Philadelphia County, Pennsylvania.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

ORDERED AND ADJUDGED that the Receiver's Motion is **GRANTED** with respect to the relief requested in Section I thereof. Specifically, the litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted in the following matters in the Court of Common Pleas of Philadelphia County, Pennsylvania, and solely for the purpose as described in the Motion:

- a. *Complete Business Solutions Group, Inc. v. Wyldewood Cellars d/b/a Wyldewood Cellars and John Brewer*, Docket No. 200203204.
- b. *Complete Business Solutions Group, Inc. v. Mountainville Dental PLLC d/b/a Mountainville Dental and David Burt*, Docket No. 200501032.
- c. *Complete Business Solutions Group, Inc. v. APC Maintenance LLC and Kelen Cristine Davis*, Docket No. 191204469.
- d. *Complete Business Solutions Group, Inc. v. Wallace Enterprises Inc. d/b/a Peak Performance Training Center d/b/a Tiger Academy Martial Arts d/b/a Peak Performance Training Center and John P. Wallace*, Docket No. 190400072.
- e. *Complete Business Solutions Group, Inc. v. Istanbul, LLC d/b/a Advanced Granite Solutions and Ibrahan Kucuk and Zekeriya Serner*, Docket No. 200100882.
- f. *Complete Business Solutions Group, Inc. v. New Vegetarian Palate, Inc. and Richard Wong*, Docket No. 200200029.
- g. *Fast Advance Funding, Inc. v. Coastal Computer Consulting LLC d/b/a Coastal Computer Consulting d/b/a Coastal Computer and Adam Casgar*, Docket No. 190901823.
- h. *Complete Business Solutions Group, Inc. v. Greensboro City Roofing LLC d/b/a Greensboro City Roofing and Bleu Siu*, Docket No. 200300686.
- i. *Complete Business Solutions Group, Inc. v. Park Transportation Inc., Christin Kim, and Eric Seo*, Docket No. 200101510.
- j. *Complete Business Solutions Group, Inc. v. Simplified Software Development LLC and Stephen Bennett*, Docket No. 171003666.

- k. *Complete Business Solutions Group, Inc. v. Hoffman Funeral Home and Christopher Hoffman*, Docket No. 190301833.
- l. *Complete Business Solutions Group, Inc. v. South Trails RV Center, LLC and Michael Schriver*, Docket No. 200100901.
- m. *Complete Business Solutions Group, Inc. v. Richman Restaurants LLC d/b/a The Varsity Sports Bar and Grill, and Erik T. Richman*, Docket No. 1911000465.
- n. *Complete Business Solutions Group, Inc. v. James R. Chumley Sole Proprietor, Chumley Trucking d/b/a Chumley Trucking d/b/a Chumley Trucking and Excavating LLC d/b/a Chumley Trucking and Excavating and James R. Chumley*, Docket No. 200202282.

In Part II of the Motion, the Receiver seeks to modify the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], so as to lift the litigation injunction provided for in that Order to allow the Receiver to release or remove security agreements for merchants that have paid off or otherwise resolved their account balances under merchant cash agreements they entered into with Par Funding.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

ORDERED AND ADJUDGED that the Receiver's Motion is **GRANTED** with respect to the relief requested in Section II thereof. Specifically, the litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted so as to allow the Receiver to release the following Security Agreements:

- o. The December 27, 2018, Security Agreement between Wallace Enterprises Inc. d/b/a Peak Performance Training Center d/b/a Tiger Academy Martial Arts d/b/a Peak Performance Training Center and Par Funding.
- p. The November 1, 2018, Security Agreement between James Strawbridge and Joy Strawbridge and Par Funding.
- q. The November 2, 2018, Security Agreement between Earl Sampson and Daryl Sampson and Par Funding.
- r. The February 11, 2019, Security Agreement between William E. Hoffman, Gretchen H. Hoffman, Christopher H. Hoffman, and Becky P. Hoffman and Par Funding, and to dismiss the foreclosure action relating to the Security Agreement

in the Court of Common Plea of Cumberland County, Pennsylvania at Docket No. 2019-6380.

In Section III of the Motion, the Receiver seeks to modify the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], for the limited purpose of lifting the litigation injunction provided for in that Order to permit the Receiver to enter into a settlement agreement in order to resolve portions of a bankruptcy claim and to avoid a costly bankruptcy adversary proceeding which the Receiver believes would result in a detrimental avoidance of the lien held against the Debtor's real property as a preferential transfer and a material reduction of the potential recovery by the Receivership Estate for the Debtor's Bankruptcy.

The Receiver has made a sufficient and proper showing in support of the relief requested. Accordingly, it is hereby

ORDERED AND ADJUDGED that the Receiver's Motion is **GRANTED** with respect to the relief requested in Section III thereof. Specifically, the litigation injunction set forth in the Court's Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141] is hereby lifted to authorize the Receiver to enter into the proposed Settlement Agreement with the Chapter 11 Debtor, Ashley Aarons d/b/a Coffee Dog Entertainment to promote the confirmation of the Debtor's Chapter 11 Plan of Reorganization; however, nothing herein shall be deemed to authorize any third party to seek relief or otherwise avoid the Bankruptcy Plan Confirmation in an attempt to assert a right to foreclose its lien with the intent to assert a position detrimental to the Receivership's position as set forth in the proposed settlement with the Chapter 11 Debtor.

DONE AND ORDERED in Fort Lauderdale, Florida, this 6th day of February, 2021.



RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record