

**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
TENTH 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 STIPULATION WITH MEMBERS COOPERATIVE CREDIT UNION**

THIS CAUSE comes before the Court upon the Combined Tenth 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 Stipulation with Members Cooperative Credit Union [ECF No. 511] (“Motion”), filed on March 15, 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 of allowing 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 or agreed to resolve prior defaults, or filed for bankruptcy protection, 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 described in the Motion:

- a. *Complete Business Solutions Group, Inc. v. Junk Yard Saloon Bombshells Tavern LLC and Nikadena Santonino*, Docket No. 191202441.
- b. *Complete Business Solutions Group, Inc. v. Progressive Title Services and Charlene Henry*, Docket No. 190701039.
- c. *Complete Business Solutions Group, Inc. v. Road Less Traveled Transport LLC and Greg Ward Mock*, Docket No. 191200095.
- d. *Complete Business Solutions Group, Inc. v. Colorado Homes LLC d/b/a CO Homes LLC d/b/a Alfa Design d/b/a Colorado World Resorts LLC d/b/a Colorado Farms LLC d/b/a ECH LLC d/b/a Colorado Homes LLC, United by ECH LLC and Ranko Mocevic and Stephan Mocevic*, Docket No. 200302052.
- e. *Complete Business Solutions Group, Inc. v. Action Vehicle Engineering, Inc and William Hammon*, Docket No. 190901237.
- f. *Complete Business Solutions Group, Inc. v. Edward Bandurske d/b/a Laker Drive In and Edward Bandurske*, Docket No. 200300391.
- g. *Complete Business Solutions Group, Inc. v Aussie Moving Inc. and Paul Luoma*, Docket No. 200201412.

In Section 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:

- a. The January 7, 2019, Security Agreement between Mollie J. Uphold, as Mortgagor and Par Funding.
- b. The November 20, 2018, Security Agreement between Charlene Henry and Par Funding.
- c. The January 15, 2019, Security Agreement between Robert Myshkoff and Par Funding.

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 Stipulation with Members Cooperative Credit Union to be submitted to Circuit Court of Bayfield County, Wisconsin permitting foreclosure and sheriff's sale on the Bayfield Property.

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 a Stipulation with Members Cooperative Credit Union

to be submitted to Circuit Court of Bayfield County, Wisconsin permitting foreclosure and sheriff's sale on the Bayfield Property.

DONE AND ORDERED in Fort Lauderdale, Florida, this 16th day of March, 2021.

A handwritten signature in black ink, appearing to read 'Rodolfo A. Ruiz II', written over a horizontal line.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE