

**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.

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**ORDER GRANTING RECEIVER’S COMBINED THIRTEENTH 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  
IN THE SCBH BANKRUPTCY PROCEEDING**

**THIS CAUSE** comes before the Court upon the Receiver’s Combined Thirteenth 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 in the SCBH Bankruptcy Proceeding [ECF No. 621] (“Motion”), filed on June 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 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 or has agreed to resolve prior defaults, or otherwise 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. *Contract Financing Solutions, Inc. v. Deiss Law PC and Andrew Deiss*, Philadelphia Court of Common Pleas Docket No. 200600789.
- b. *Complete Business Solutions Group, Inc. v. Plumbing Solutions, LLC and Marcus Nira Jr.*, Philadelphia Court of Common Pleas Docket No. 190501242.
- c. *Contract Financing Solutions, Inc. v. T Taylor Transport LLC and Theron Taylor*, Philadelphia Court of Common Pleas Docket No. 91202930.
- d. *Contract Financing Solutions, Inc. v. Kosmon Realty LLC and Nasier Sherekhan*, Philadelphia Court of Common Pleas Docket No. 191202478.
- e. *Complete Business Solutions Group, Inc. v. Techarty, LLC and RLC Group, LLC and Robert T. Muir*, Philadelphia Court of Common Pleas Docket No. 180105455.
- f. *Complete Business Solutions Group, Inc. v. Delmarva Fibercom, LLC and David Smalls*, Philadelphia Court of Common Pleas Docket No. 171100657.
- g. *Complete Business Solutions Group, Inc. v Allied Doors North Florida, Inc. and Nicholas Romanelli*, Philadelphia Court of Common Pleas Docket No. 180600197.
- h. *Complete Business Solutions Group, Inc. v Teilhaber Manufacturing Corporation and Hunter Burroughs*, Philadelphia Court of Common Pleas Docket No. 200301458.
- i. *Complete Business Solutions Group, Inc. v Vaughn Edwards Sole Proprietor dba Edwards Automotive and Trucking and Vaughn Edwards*, Philadelphia Court of Common Pleas Docket No. 191101308.

- j. *Complete Business Solutions Group, Inc. v Hott Chixx Wings LLC and Fostoria Dumas*, Philadelphia Court of Common Pleas Docket No. 191202079.
- k. *Complete Business Solutions Group, Inc. v. Scapes of North Florida, LLC and Jason Dugger*, Philadelphia Court of Common Pleas Docket No. 191202396.
- l. *Complete Business Solutions Group, Inc. v. Strawn's Concrete and David Strawn*, Philadelphia Court of Common Pleas Docket No. 190701810.

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 management agreements 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 to allow the Receiver to release the following Security Agreements:

- a. The January 11, 2019, Security Agreement between David Strawn and Carolyn Strawn and Par Funding; and
- b. The February 7, 2019, Security Agreement between Rendezvous 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], so as to lift the litigation injunction for the limited purpose of entering into a settlement to resolve and finalize a District Court appeal on a sanctions order against Par Funding in the SCBH Bankruptcy Proceeding; withdraw Par

Funding's bankruptcy claim; and to recover the \$508,433.75 cash appeal bond for the benefit the Receivership Estate.

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 allow the Receiver to enter into a settlement in the SCBH Bankruptcy Proceeding.

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



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**RODOLFO A. RUIZ II**  
**UNITED STATES DISTRICT JUDGE**