

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

CASE NO. 20-CV-81205-RAR

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

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

Defendants.

**ORDER GRANTING RECEIVER’S COMBINED SIXTEENTH MOTION TO LIFT
LITIGATION INJUNCTION AS TO CERTAIN GARNISHMENT PROCEEDINGS AND
TO ALLOW RECEIVER TO RELEASE OR REMOVE SECURITY AGREEMENTS**

THIS CAUSE comes before the Court upon the Receiver’s Sixteenth Motion to Lift Litigation Injunction as to Certain Garnishment Proceedings and to Allow Receiver to Release or Remove Security Agreements [ECF No. 733] (“Motion”), filed on August 26, 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, 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 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. Legendary Property Solutions, LLC and Felix Wisniewski*, Philadelphia Court of Common Pleas Docket No. 190904371.
- b. *Complete Business Solutions Group, Inc. v. Villas Consulting Inc. and Sylvia Villa*, Philadelphia Court of Common Pleas Docket No. 191202724.
- c. *Complete Business Solutions Group, Inc. v. First American International and Investment Group Corp and Ginny Lin*, Philadelphia Court of Common Pleas Docket No. 191003369.
- d. *Complete Business Solutions Group, Inc. v. Central Intel Services, LLC and Hope M. Hankes and Kevin L. Hankes*, Philadelphia Court of Common Pleas Docket No. 190402059.
- e. *Complete Business Solutions Group, Inc. v. Calvary Floors, LLC and Sandra Rodriguez I Rice*, Philadelphia Court of Common Pleas Docket No. 180603521.
- f. *Complete Business Solutions Group, Inc. v. Capital Jet Inc. and Craig Campbell and Mary Carleton*, Philadelphia Court of Common Pleas Docket No. 191200143.
- g. *Complete Business Solutions Group, Inc. v. Quality Home Products LLC and Mark Van Duyne*, Philadelphia Court of Common Pleas Docket No. 190700536.
- h. *Complete Business Solutions Group, Inc. v. The Tolar Group, LLC and Julene Tolar and Eric Tolar*, Philadelphia Court of Common Pleas Docket No. 190607308.
- i. *Complete Business Solutions Group, Inc. v. Blessed and Faithful Learning Center LLC and Barbara Toogood*, Philadelphia Court of Common Pleas Docket No. 191201937.

- j. *Complete Business Solutions Group, Inc. v. Daniel Purinton Sole Proprietor dba Daniel Purinton Designs and Daniel Purinton*, Philadelphia Court of Common Pleas Docket No. 200500787.
- k. *Complete Business Solutions Group, Inc. v Sun Capital LLC and Bernard Diaz*, Philadelphia Court of Common Pleas Docket No. 200700627.


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 a Security Agreement for a merchant that has paid off or otherwise resolved its account balance under merchant cash agreements it 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 Agreement:

- a. The March 5, 2019, Security Agreement between Quality Home Products, LLC and Van Duyne and Par Funding.

DONE AND ORDERED in Fort Lauderdale, Florida, this 26th day of August, 2021.



RÓDOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record