

**IN THE UNITED STATES DISTRICT COURT
FOR THE 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.

**RECEIVER RYAN K. STUMPHAUZER’S MOTION TO LIFT THE LITIGATION
INJUNCTION TO ALLOW COMMENCEMENT OF PROCEEDINGS AGAINST B & T
SUPPLIES INC., TZVI “STEPHEN” ODZER, AND B&T RELATED ENTITIES**

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver, (the “Receiver”) of the Receivership Entities,¹ by and through his undersigned counsel, hereby files this Motion to Lift

¹ The “Receivership Entities” are Complete Business Solutions Group, Inc. d/b/a Par Funding (“Par Funding”); Full Spectrum Processing, Inc.; ABetterFinancialPlan.com LLC d/b/a A Better Financial Plan; ABFP Management Company, LLC f/k/a Pillar Life Settlement Management Company, LLC; ABFP Income Fund, LLC; ABFP Income Fund 2, L.P.; United Fidelis Group Corp.; Fidelis Financial Planning LLC; Retirement Evolution Group, LLC; RE Income Fund LLC; RE Income Fund 2 LLC; ABFP Income Fund 3, LLC; ABFP Income Fund 4, LLC; ABFP Income Fund 6, LLC; ABFP Income Fund Parallel LLC; ABFP Income Fund 2 Parallel; ABFP Income Fund 3 Parallel; ABFP Income Fund 4 Parallel; ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Investment Fund 2 LP; MK Corporate Debt Investment Company LLC; Capital Source 2000, Inc.; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consultants, Inc.; 20 N. 3rd St. Ltd.; 118 Olive PA LLC; 135-137 N. 3rd St. LLC; 205 B Arch St Management LLC; 242 S. 21st St. LLC; 300 Market St. LLC; 627-629 E. Girard LLC; 715 Sansom St. LLC; 803 S. 4th St. LLC; 861 N. 3rd St. LLC; 915-917 S. 11th LLC; 1250 N. 25th St. LLC; 1427 Melon St. LLC; 1530 Christian St. LLC; 1635 East Passyunk LLC; 1932 Spruce St. LLC; 4633 Walnut St. LLC; 1223 N. 25th St. LLC; Liberty Eighth Avenue LLC; The LME 2017 Family Trust; Blue Valley Holdings, LLC; LWP North LLC; 500 Fairmount Avenue, LLC; Recruiting and Marketing Resources, Inc.; Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; and LM Property Management LLC; and the Receivership also includes the properties located at 568 Ferndale Lane, Haverford PA 19041; 105 Rebecca Court, Paupack, PA 18451; 107 Quayside Dr., Jupiter FL 33477; 2413 Roma Drive, Philadelphia, PA 19145.

the Litigation Injunction to Allow Commencement of Proceedings Against B & T Supplies Inc., Tzvi “Stephen” Odzer, and the B&T Related Entities, stating as follows:

INTRODUCTION

B & T Supplies Inc. (“B&T”) and Lifeguard Industrial and Home Supplies Inc. (“Lifeguard”) are two of many companies controlled by Tzvi “Stephen” Odzer (“Odzer”). These and the other B&T Related Entities (as defined herein), collectively, owe \$91,956,082.53 to Par Funding or its affiliates. This represents over 20% of the outstanding balance of Par Funding’s total merchant cash advance (“MCA”) portfolio as of the outset of the Receivership. Odzer, using personal connections to CBSG’s previous management team, persuaded CBSG to provide 200 cash advances, which systematically increased CBSG’s exposure. The Receiver seeks authority to lift the stay of litigation (the “Litigation Injunction”), provided for in the Court’s Amended Order Appointing Receiver [ECF No. 141], to pursue CBSG’s claims against these entities.

THE PARTIES

1. Ryan K. Stumphauzer, Esq. is the Court appointed receiver for, among other entities: (i) Par Funding; (ii) Eagle Six Consultants, Inc; (iii) Fast Advance Funding, LLC; and (iv) Contract Financing Solutions, Inc. (these Receivership Entities, collectively, are referred to herein as “CBSG”).

2. B&T is a New York company incorporated on January 18, 2011. The company’s principal office address is 123 Grove Street, Cedarhurst, NY 11516.

3. Lifeguard is a New York company incorporated on October 7, 2019. The company’s principal office address is 35 West 35th Street, New York, NY 10001.

4. Global Supplies and Industries Inc. (“Global Supplies”) is a Delaware company incorporated on February 21, 2019. The company’s registered address is 1111B South Governors Avenue, Dover DE, 19904.

5. Yanky Holding Supplies Inc. (“Yanky Holding”) is a New York company incorporated on March 19, 2012. The company maintained the same corporate address as B&T at 123 Grove Street, Cedarhurst, NY 11516. While the company purportedly was dissolved by proclamation of the State of New York on August 31, 2016, as will be discussed below, Yanky Holding continued to transact with CBSG after its purported dissolution.

6. YBT Industries Inc. (“YBT”), is a New York company incorporated on December 21, 2012. The company maintained the same corporate address as B&T and Yanky Holding, at 123 Grove Street, Cedarhurst, NY 11516. While the company purportedly was dissolved by proclamation of the State of New York on October 26, 2016, as will be discussed below, YBT continued to transact with CBSG after its purported dissolution.

7. Naki Cleaning Services Inc. (“Naki Cleaning”) is a New York company incorporated on June 2, 2010. The company maintained the same corporate address as B&T, Yanky Holding, and YBT, at 123 Grove Street, Cedarhurst, NY 11516. While the company purportedly was dissolved by proclamation of the State of New York on June 29, 2016, as will be discussed below, Naki Cleaning continued to transact with CBSG after its purported dissolution.

8. Payjan Fund Inc. (“Payjan”) is a Nevada corporation incorporated on May 31, 2018. Payjan’s registered corporate address is 451 Mirror Court, Building 103, Henderson, NV 89011. As of September 13, 2021, Nevada records indicate that Payjan’s corporate status is “revoked.”

9. Adiva Superior Consultants and Supplies, Inc. (“Adiva”) is a Nevada corporation incorporated on June 7, 2018. Adiva’s registered corporate address is 8275 South Eastern Avenue

#200, Las Vegas, NV 89123. As of September 13, 2021, Nevada records indicate that Adiva's corporate status is "revoked."

10. BT Supplies West, Inc. ("BT West") is a Nevada corporation incorporated on October 12, 2015. BT West maintains the same corporate address as Payjan at 451 Mirror Court, Building 103, Henderson, NV 89011.

11. Everything Complete Office Supplies Inc. ("Everything") is a New York corporation incorporated on March 13, 2003. Everything's registered corporate address is 280 Douglass Street, Brooklyn, New York 11217. New York's corporate records reflect that Everything was dissolved as a corporate entity on October 27, 2010.

12. 885 Airpark, LLC ("885 Airpark") is a Nevada limited liability company registered on November 1, 2018. 885 Airpark's registered corporate address is 401 Ryland Street, Suite 200A, Reno, NV 89502.

13. Azo Supplies LLC ("Azo Supplies") is a Nevada limited liability company registered on November 1, 2018. Azo Supplies maintains the same corporate address as Payjan and B&T West at 451 Mirror Court, Building 103, Henderson, NV 89011.

14. Paper Processing & Products Inc. ("Paper Processing") is a New York corporation incorporated on April 2, 1993. Paper Processing's registered address was 162 44th Street, Brooklyn, New York 11232.

15. Collectively B&T, Lifeguard, Global Supplies, Yanky Holding, YBT, Naki Cleaning, Payjan, Adiva, BT West, Everything, 885 Airpark, Azo Supplies, and Paper Processing are referred to herein as the "B&T Related Entities."

16. Odzer is in adult individual with a last known business address of 451 Mirror Court, Building 103, Henderson NV 89011. Upon information and belief, Odzer is a principal, and/or

officer, for B&T, Lifeguard, Global Supplies, Yanky Holding, YBT, Naki Cleaning, Everything, 885 Airpark, Azo Supplies, and Paper Processing. Odzer personally guaranteed certain B&T Related Entity obligations.

17. Ruben Azrak (“Azrak”) is an adult individual with a last known address of 414 Avenue S, Brooklyn, NY 11223. Upon information and belief, Azrak is the principal and/or officer of Payjan, Adiva, BT West, 885 Airpark, and Azo Supplies. Azrak personally guaranteed certain B&T Related Entity obligations alongside Odzer.

FACTUAL HISTORY

A. The Initial Relationship Between CBSG and B&T

CBSG’s relationship with the B&T Related Entities began in approximately May 2015. Operating as a small office cleaning supply company, B&T sought to sell a portion of its accounts receivable to CBSG. CBSG’s initial analysis of the company on May 14, 2015, identified B&T as a high-risk customer and recommended funding of no more than \$27,600. Despite this initial analysis, on May 15, 2015, CBSG entered into its first MCA agreement with B&T, purchasing \$91,000 of accounts receivable at a cost of \$63,632. The next week, on May 22, 2015, CBSG entered into a second MCA agreement with B&T, purchasing \$49,000 of accounts receivable at a cost of \$35,000.

Almost immediately, B&T experienced problems making payments to CBSG. On 13 separate occasions, CBSG’s daily draws on the first MCA agreement failed due to insufficient funds. Similarly, B&T’s bank rejected 11 separate withdrawals under the second MCA agreement for insufficient funds. B&T ultimately satisfied the first two MCA agreements in September 2015. Despite B&T’s struggle to repay the initial MCA agreements (which pale in comparison to its current balance), CBSG continued its business relationship with B&T.

On or about October 14, 2015, CBSG made a fifth advance to B&T. In this transaction, CBSG advanced \$375,000—or over five times the size of the initial advance five (5) months earlier—to purchase \$487,500 in accounts receivable. Following the initial risk assessment of B&T, which recommended a limited exposure of \$27,600, CBSG’s records reflect that it did not perform any coordinated supplemental credit risk analysis. Instead, with respect to B&T’s ongoing credit underwriting, CBSG exercised a fragmented practice, inconsistent with its internal corporate policies.

B. Odzer Cultivated a Personal Relationship with Joseph LaForte to Increase Funding to his Entities

For particular clients, such as the B&T Related Entities, CBSG’s principals largely bypassed internal underwriting procedures for risk assessment. Following the initial MCA agreements in 2015, B&T’s principal, Odzer, cultivated a personal relationship with Joseph LaForte (“LaForte”). Odzer and LaForte’s personal relationship coincided with a period of increased funding from CBSG to the B&T Related Entities.

Specifically, Odzer befriended LaForte, and therefore was able to obtain increased funding from CBSG, through invitations to exclusive events. For instance, on January 31, 2016, Odzer invited LaForte and his wife, Lisa McElhone, to the 36th Annual Thurman Munson Awards ceremony in New York City. Odzer purchased a “sponsor” table for the event – believed to cost \$10,000. A copy of the email invitation is attached hereto as Exhibit 1. Odzer’s offer to LaForte to join him at his table at this event provided a premium opportunity to interact with current and former professional athletes, as well as other sports personalities.

Odzer also invited LaForte to other exclusive high-profile events. For example, on July 14, 2016, Odzer invited LaForte to a campaign fundraising reception in support of a candidate for United States Senator of California. A copy of the invitation is attached hereto as Exhibit 2. Odzer

sponsored a \$10,000 “Ambassador” level table at the campaign event. The Ambassador tier table increased access to high profile attendees and politicians. (Ex. 2). Michael Bloomberg hosted and attended the event at his personal residence in New York City. (Ex. 2). Other high-profile politicians attended the event. (Ex. 2). Odzer furthered his relationship with LaForte by inviting him to these sorts of high-profile events, with high-profile attendees.

Odzer also expanded his relationship with LaForte through invitations to significant personal events. For example, on July 28, 2018, Odzer invited LaForte and his wife to Odzer’s 50th birthday party. A copy of the invitation is attached hereto as Exhibit 3. Held at the Center for Jewish History, Odzer’s birthday party presented another opportunity to further the parties’ personal and business relationships. (Ex. 3).

C. Odzer Expands the Relationship with CBSG to Other Companies

Odzer’s invitations to LaForte coincided with a period when CBSG substantially increased its funding to the B&T Related Entities.

i. Yanky Holding

Among Odzer’s other entities is Yanky Holding. Yanky Holding was a New York entity incorporated on March 19, 2012. It shared a common address with B&T, and Odzer is a common principal for both companies. Between 2015 and August 31, 2016, CBSG made four (4) purchases of Yanky Holding’s accounts receivable. Yanky Holding was dissolved by proclamation of the State of New York on August 31, 2016. Despite the dissolution, Odzer used the dissolved entity to enter into several additional transactions with CBSG. Following the dissolution, Yanky entered into six (6) more transactions with CBSG to sell accounts receivable. Upon information and belief, Yanky Holding ceased operations and maintained no accounts receivable following the dissolution on August 31, 2016.

ii. YBT

YBT is another entity under the common control of Odzer. YBT is a New York company incorporated on December 21, 2012. It maintained a common address with B&T and Yanky Holding. Prior to October 26, 2016, YBT sold eight (8) accounts receivable to CBSG. YBT was dissolved by proclamation of the state of New York on October 26, 2016. Following the dissolution, Odzer entered into several transactions with CBSG through the purported YBT entity.

Following the dissolution, YBT made 14 additional account receivable sales to CBSG. Odzer himself executed some of the agreements on behalf of YBT. Upon information and belief, YBT ceased operations and maintained no accounts receivable following the dissolution on October 26, 2016.

iii. Naki Cleaning

Naki Cleaning is another Odzer entity under his common control. Naki Cleaning was a New York entity incorporated on June 2, 2010. It shared a common address with B&T, Yanky Holding, and YBT. Prior to June 29, 2016, Naki Cleaning sold three (3) accounts receivable to CBSG. Naki Cleaning was dissolved by proclamation of the State of New York on June 29, 2016. Despite the dissolution, Odzer continued to enter into transactions with CBSG through the purported Naki Cleaning entity.

Following the dissolution, Naki Cleaning made 10 additional sales of accounts receivable to CBSG. During these additional sales, upon information and belief, Naki Cleaning ceased operations and maintained no accounts receivable following the dissolution on June 29, 2016.

Between Yanky Holding, YBT, and Naki Cleaning, CBSG entered into 30 MCA Agreements with dissolved entities. CBSG maintains no records indicating that Odzer informed CBSG regarding the dissolution of Yanky Holding, YBT, or Naki Cleaning. Nor does CBSG

maintain any records reflecting that it performed diligence to confirm whether these entities were, in fact, going concerns. To the contrary, CBSG funded legally defunct entities.

D. Continued Expansion of Advances to B&T

Following 2016, Odzer had multiple direct connections to CBSG. Not only had Odzer established a personal relationship with LaForte, he also had multiple companies engaged in MCA transactions with CBSG. While defunct entities such as Yanky Holding, YBT, and Naki Cleaning continued to receive CBSG funding after 2016, Odzer also expanded B&T's transactions with CBSG. B&T's expansion included new agreements through an affiliated company, Global Supplies. While CBSG provided funding to Global Supplies as the named seller of receivables, it also consolidated other B&T MCA obligations.

Indeed, from 2016 until the Receiver's appointment in 2020, Odzer systematically expanded B&T's balance with CBSG. Odzer did so through additional sales, refinancing, and "reloading." The concept of "reloading" is described in *Receiver Ryan K. Stumphauzer's Notice of Filing Report on Operations in Connection with Status Conference to be Conducted on December 15, 2020* [ECF No. 426] (the "Report"), referring to conduct by B&T as an example.

As set forth by Bradley D. Sharp in the Report

Our analysis of the CBSG portfolio noted significant use of "reloads." A reload is essentially CBSG refinancing a pre-existing MCA advance. The "reload" advance would normally fund the merchant with additional cash and repay the existing advance. The reload, with the "factor", becomes the new outstanding obligation.

By way of example, on June 27th, 2019, CBSG advanced \$700,000 (and advance origination fees) to B & T Supply with a daily payment obligation that was scheduled to last for 154 days. CBSG added a "factor" of \$224,000 to the cash advance, creating an Outstanding Balance of \$924,000. After payments of \$53,995, on July 11th, 2019, CBSG incorporated the unpaid balance of \$870,045 into a reload advance. The terms of the reload advance agreement state "Payoff Existing: \$870,045 Purchase Price New: \$1,000,000", which indicates that the advance paid off the unpaid balance of \$870,045. This transaction occurred a mere two weeks after the initial advance with only 5.8% of the expected payback amount having been repaid. CBSG wired out \$1,000,000 in new money (less advance origination

fees) and charged an additional “factor” of \$598,414, thereby creating a new Outstanding Balance of \$2,468,459. Combined, through these advances, payment and reload, CBSG funded \$1,700,000, charged a “factor” of \$822,414 and created a new receivable of \$2,468,459.

(Report ¶ 21).

As Mr. Sharp further explained, CBSG would roll multiple prior advances into one “reload,” thereby escalating the obligations of merchants such as B&T. (Report ¶¶ 22-23). Using additional advances and reloads, B&T systematically increased its outstanding balance to CBSG from the inception of the relationship in 2015, until the Receiver’s appointment in 2020. This is shown in B&T’s historical year-end balances owed to CBSG, as set forth below:

<u>Date</u>	<u>Sum of Balance²</u>
12/31/2015	\$ 757,964
12/30/2016	\$ 1,965,840
12/29/2017	\$ 4,397,015
12/31/2018	\$ 6,329,864
12/31/2019	\$ 47,023,686
7/28/2020	\$ 78,596,272

As detailed in the Report, B&T, in part, funded this expansion by repaying CBSG with CBSG’s own funds. (Report ¶ 32). As a result of the habitual cycle of sales, refinancing, and reloading, B&T is the single largest balance in CBSG’s portfolio—by a significant margin.

E. Lifeguard Enters into Transactions with CBSG and B&T Struggles to Repay

B&T’s balance to CBSG grew exponentially during 2019. While B&T’s balance began the year at slightly over \$6 million, it grew to \$47 million by the end of the year. During 2019, B&T entered into 35 separate MCA transactions, refinancing, or reloads with CBSG, all of which substantially increased B&T’s balance. In addition to the MCA transactions throughout 2019,

² This chart represents only the balance of B&T by year. As provided herein, the obligations of all B&T Related Entities total \$91,956,082.53.

B&T executed a commercial promissory note (the “Note”) with Eagle Six dated March 14, 2019. A true and correct copy of the Note is attached hereto as Exhibit 4.

Pursuant to the Note, B&T borrowed an additional \$1,000,000 from Eagle Six. (Ex. 4). Odzer and Azrak personally guaranteed B&T’s obligations under the Note. (Ex. 4). Despite these increasing obligations, in 2020 CBSG funded a new B&T Related Entity, Lifeguard. Odzer is a principal of Lifeguard. CBSG entered into its first MCA Agreement with Lifeguard on February 6, 2020, when it advanced \$99,965 to purchase \$115,000 of Lifeguard’s accounts receivable. Shortly thereafter, later in February 2020, CBSG entered into a second agreement with Lifeguard for a new advance of \$750,000, plus a “reload” of a previous advance to B&T.

After only one month, Lifeguard’s balance exceeded \$3 million. Thereafter, Lifeguard’s balance to CBSG continued to balloon at a rapid pace. After only six (6) months, Lifeguard’s balance surpassed \$13 million:

<u>Date</u>	<u>Sum of Balance</u>
2/28/2020	\$ 3,366,843
3/31/2020	\$ 4,097,966
4/30/2020	\$ 8,222,646
5/29/2020	\$ 15,176,453
6/30/2020	\$ 10,301,289
7/22/2020	\$ 13,359,810

Lifeguard’s swift balance increase over the first half of 2020 coincided with a period during which the B&T Related Entities struggled to make the necessary daily payments to CBSG.

i.) April 22, 2020 Correspondence

By mid-April 2020, the total balance of B&T and Lifeguard exceeded \$76 million. As a result of this substantial balance, B&T and Lifeguard owed CBSG more than \$100,000 in *daily* payments. On April 17, 2020, Lifeguard’s bank disallowed eight (8) withdrawals by CBSG due to insufficient funds. A copy of the email chain showing these rejections is attached hereto as Exhibit

5. CBSG ultimately received payment on April 20, 2020, but only after CBSG advanced additional funds to the company through a new MCA on that same day.

On April 17, 2020, the same date that eight (8) withdrawals were rejected, CBSG entered into an agreement, titled a “Promise to Pay Back Money,” with Odzer and Azrak. A true and correct copy of the Promise to Pay Back Money is attached hereto as Exhibit 6. Pursuant to the Promise to Pay Back Money, Odzer and Azrak personally guaranteed repayment of \$840,000 by June 1, 2020. (Ex. 6). Four (4) days after these disallowed withdrawals and the execution of the Promise to Pay Back Money, on April 21, 2020, Odzer’s assistant, Rhonda Gooding, emailed Odzer indicating: “You need to transfer money into Lifeguard... nothing there and nothing coming in.” (Ex. 5)

On April 22, 2020, Odzer emailed LaForte directly asking for assistance. Odzer indicated that he has “no money coming in and it is hard.” He continued, “please lets [sic] consolidate the new loans as I will be giving you lump payments soon. Just need to use the money now to make the money with the masks. I undreestimated [sic] how quicly [sic] it will turn and how much cash I need to secure the masks.” Odzer ended his plea by invoking their friendship stating, “[c]all you soon by [sic] friend and I appreciate you. You know that.” (Ex. 5)

LaForte responded to Odzer’s plea by stating: “If I do anything to lower the payment, please know [sic] will not fund you a penny until I get back additional 30mill .. you are a good man and a friend. But you don’t respect the position you are putting me in.” (Ex. 5) Despite LaForte’s demand that any restructuring would require a \$30 million payment, Odzer continued to ask for a call with LaForte to “structure something good for both of us.” (Ex. 5)

LaForte ended the conversation by stating that “when a business man underestimates he eats it.. he doesn’t call his creditor and friend.” He continued, “[y]ou’re the last guy I should have

to worry about. I trust you and now I am starting to wonder if you know what you are doing. You realize u [sic] owe me 80 million dollars right??" (Ex. 5). While LaForte showed disdain for Odzer's pleas on financial restructuring, he ultimately failed to take any immediate action to collect on the outstanding balance following the April 22, 2020 email exchange.

ii.) May 4, 2020 Correspondence

On April 28, 2020, 12 ACH withdrawals totaling \$201,904 from B&T Related Entities bounced due to insufficient funds. An email chain identifying the failures is attached hereto as Exhibit 7. LaForte became irate when learning about additional failed payments. He alerted Odzer that "I am filing to [sic] coj [confession of judgment] today." He instructed Aida Lau, a CBSG account manager, to "pull all bank accounts we have on record for garnishments." (Ex. 7).

Recognizing LaForte's threat, Odzer immediately arranged for a wire payment of \$65,395.00 to cover three (3) of the returned withdrawals. He also requested that CBSG rerun a returned withdrawal of \$8,744.78, indicating the account had funds to satisfy the withdrawal. (Ex. 7). While Lau acknowledged receipt of Odzer's \$65,395.00 wire, she also requested an update on the "2nd 500k payment due." (Ex. 7). LaForte quickly added: "They blew past the due dates on the 1.3, the 800k , and the 2 500k payments and on the 8th likely another 500k." (Ex. 7).

While Odzer indicated that "I'll get this paid back," LaForte expressed cynicism. He emailed Aida Lau stating: "They don't give a sh*t unless u[sic] are doing for them. They don't care about our compliance and regulators. Maybe we should show them we don't care about there's [sic] either and freeze there [sic] bank accounts." (Ex. 7)

Despite LaForte's threats, CBSG failed to take action against any B&T Related Entity. To the contrary, CBSG expanded its relationship and advanced additional funds to the B&T Related Entities. Only four (4) days after the May 4, 2020 email exchange, CBSG advanced a total of

\$3,591,090 to Lifeguard. Simultaneously, CBSG received a repayment (apparently from its own funds) of \$2,906,616 from B&T and Lifeguard. Later still, on May 15, 2020, B&T received a net funded amount of \$897,005.00. And then again, on June 3, 2020, CBSG provided the B&T Related Entities additional funding of \$1,200,355.99.

iii.) June 14, 2020 Correspondence

Continuing to struggle with payments, on June 14, 2020, Odzer again reached out directly to LaForte, seeking a new payment arrangement. A copy of that correspondence is attached hereto as Exhibit 8. Odzer indicated that he anticipated a “build up” of \$50 million in the next 90-120 days. Odzer further represented that he anticipated another \$6-7 million in cash from the Bank of Nevada and \$7 million in profit from a new order. (Ex. 8).

While Odzer believed that his entities would soon have cash, he requested immediate relief from payments to CBSG. He suggested, “lets discuss profit sharing in exchange for lowering payments or consolidating.” (Ex. 8). Odzer negotiated for financial relief with LaForte through an appeal to their friendship. He ended his request stating, “[I]ove you my friend and lets [sic] make money together. I truly appreciate you , I hope you know that.” (Ex. 8).

LaForte summarily rejected Odzer’s request, responding: “We have to run our 750k payback tomorrow also. I can’t lower payments. Another 750k next Monday.” (Ex. 8). Odzer continued to request a profit-sharing arrangement based on their friendship, stating: “As a customer and a friend I am asking.” Odzer indicated he would call LaForte to discuss the situation. (Ex. 8).

While LaForte stated that CBSG would run a payment for \$750,000 on June 15, 2020, CBSG ultimately failed to do so. Instead, B&T paid only \$149,745.00. This represents approximately 20% of the required payment. Despite multiple instances of non-payment, CBSG

failed to pursue any legal action. CBSG repeatedly tolerated partial payments (or missed payments) by the B&T Related Entities and took no action to enforce repayment, at the same time the outstanding balance from the B&T Related Entities continued to grow.

F. Appointment of the Receiver, Review of Records, and Attempts to Resolve

The Court appointed the Receiver on July 28, 2020. [ECF Doc. No. 36]. Following his appointment, the Receiver began an immediate review of CBSG's records.

i.) Review Identifies Other Entities and Parties

The Receiver's review uncovered multiple entities under the B&T and Odzer "umbrella" in CBSG's system. These "B&T Related Entities" represent a sprawling network of seemingly interrelated companies. These companies include:

- a) B & T Supplies Inc;
- b) Lifeguard Industrial and Home Supplies Inc.;
- c) Global Supplies and Industries Inc.;
- d) Yanky Holding Supplies Inc.,
- e) YBT Industries Inc.;
- f) Naki Cleaning Services Inc.;
- g) Payjan Fund Inc.;
- h) Adiva Superior Consultants and Supplies, Inc.;
- i) BT Supplies West, Inc.;
- j) Everything Complete Office Supplies Inc.;
- k) 885 Airpark, LLC;
- l) Azo Supplies LLC; and
- m) Paper Processing & Products Inc.

Each of these entities either: (i) entered into an MCA Agreement with CBSG; (ii) acted as an obligor for an MCA Agreement; and/or (iii) entered into an ancillary agreement with CBSG. The Receiver's review also identified additional information on individuals connected to the B&T Related Entities.

First, the Receiver identified Ruben Azrak as a principal and/or officer of certain B&T Related Entities. Azrak is also a personal guarantor on certain obligations owed to CBSG. Second, a review of CBSG's underwriting file identified deficiencies in the company's investigation into Odzer's criminal background. In 2005, Odzer pled guilty to conspiracy and bank fraud. CBSG's written policies required a background check during any initial underwriting analysis. CBSG's initial underwriting file from 2015, however, failed to capture Odzer's previous conviction. Only in 2019 did CBSG run a supplemental report identifying Odzer's felony conviction.

ii.) The Receiver's Review Identifies CBSG's Treatment of the B&T Related Entities

The Receiver's review uncovered that the information CBSG requested from B&T in its first MCA application was generally consistent with CBSG's internal guidelines. CBSG, however, deviated from its own guidelines in providing subsequent funding. CBSG's ongoing underwriting with the B&T Related Entities, moreover, was fragmented, inconsistent, and often non-existent.

Despite systemically increasing advances to B&T, Lifeguard, and the other B&T Related Entities—with a balance that ultimately totaled \$92 million—CBSG performed nominal analysis on these companies' ability to repay. This failure to perform routine risk analyses resulted in CBSG advancing funds to legally dissolved entities, such as Yanky Holding, YBT, and Naki Cleaning.

LaForte possessed full discretion to authorize transactions (including the transaction size) with the B&T Related Entities, regardless of CBSG's internal policies. Odzer frequently appealed to his personal friendship with LaForte to influence CBSG's funding decisions. While CBSG routinely entered confessed judgments and garnished defaulting merchants, it never took legal action against the B&T Related Entities, despite multiple instances of non-payment.

Ultimately, CBSG's relationship with Odzer's entities provided no cash benefit to CBSG. For instance, in 2020 the combination of B&T and Lifeguard generated no net cash return to

CBSG. In 2020 alone, B&T defaulted on daily payments 93 times, while Lifeguard defaulted 121 times. As a result, ultimately, CBSG funded \$14,423,612 more to the B&T Related Entities than it received in repayments in 2020.

The B&T Related Entities' outstanding balance is \$91,956,082.53. As previously described to the Court, CBSG's prior management reported that its "currently performing merchant accounts receivable (AR) was approximately \$421,000,000" as of July 28, 2020. *Declaration of Aida Lau* [ECF No. 106-18(c)]. The B&T Related Entities, therefore, represented more than 20 percent of CBSG's accounts receivable as of the inception of the Receivership. The Receiver seeks permission to lift the Litigation Injunction to commence the appropriate actions against the B&T Related Entities for the benefit of the Receivership Estate.

The Receiver engaged in negotiations with counsel for the B&T Related Entities and Odzer regarding a potential resolution of the outstanding balance owed to CBSG. Since January 4, 2021, the Receiver has made numerous requests to counsel for the B&T Related Entities for current and historical financial related information. To date, however, the B&T Related Entities have not provided any of the requested information. Despite good-faith efforts, the Receiver believes an imminent resolution is unlikely.

ARGUMENT

A district court enjoys broad equitable powers to appoint a receiver over assets disputed in litigation before the court. The receiver's role, and the district court's purpose in the appointment, is to safeguard the disputed assets, administer the property as suitable, and to assist the district court in achieving a final, equitable distribution of the assets if necessary. *See 13 Moore's Federal Practice* ¶¶ 66.02–.03 (3d ed.1999).

Once assets are placed in receivership, a district court's equitable purpose demands that the court be able to exercise control over claims brought against those assets. The receivership court has a valid interest in both the value of the claims themselves and the costs of defending any suit as a drain on receivership assets. *See SEC v. Universal Fin.*, 760 F.2d 1034, 1038 (9th Cir. 1985).

A district court may require all such claims to be brought before the receivership court for disposition pursuant to summary process consistent with the equity purpose of the court. *See SEC, Mosburg v. Basic Energy & Affiliated Resources, Inc.*, 273 F.3d 657, 668 (6th Cir. 2001). A district court may also authorize, to the extent the court deems appropriate, "satellite" litigation in forums outside of the receivership court to address ancillary issues. However, the receivership court typically retains jurisdiction over any attempt at execution of a judgment in such situations. *Liberte Capital Grp., LLC v. Capwill*, 462 F.3d 543, 552 (6th Cir. 2006)

Courts have established the following three (3) factors to consider in determining whether an injunction against litigation should be lifted:

- (1) whether refusing to lift the stay genuinely preserves the status quo or whether the moving party will suffer substantial injury if not permitted to proceed;
- (2) the time in the course of the receivership at which the motion for relief from the stay is made; and
- (3) the merit of the moving party's underlying claim.

S.E.C. v. Byers, 592 F. Supp. 2d 532, 536 (S.D.N.Y. 2008), *aff'd*, 609 F.3d 87 (2d Cir. 2010). In considering these elements, the equities weigh in favor of lifting the Litigation Injunction to allow the Receiver to commence an action against the B&T Related Entities and Odzer.

The Receivership Estate will suffer substantial injury if not permitted to pursue the claims. At \$91,956,082.53, the combined outstanding balance for the B&T Related Entities represents the largest accounts receivable balance in the Receivership Estate. Indeed, it represented more than 20 percent of CBSG's accounts receivable as of the establishment of the Receivership. *See*

Declaration of Aida Lau [ECF No. 106-18(c)]. The Receiver possesses valid and enforceable claims against the B&T Related Entities, Odzer, and Azrak for repayment. Thus, the Receiver intends to pursue these claims to maximize the value of the Receivership Estate and promote recovery for the creditors of the Receivership Estate.

Secondly, the timing is appropriate to lift the Litigation Injunction. This litigation is necessary to promote the orderly administration of the estate and maximize the Receivership Estate. To do so, the Receiver must assert claims against the B&T Related Entities. While the Receiver attempted to negotiate a resolution of the claims, those discussions do not appear likely to maximize the return on the Receiver's claims. In the Receiver's legal and business judgment, litigation of the claims presents the best opportunity to provide maximum return to the Receivership Estate and its creditors.

Finally, the Receiver's claims against the B&T Related Entities are legally sound and meritorious. The B&T Related Entities, Odzer, and Azrak executed numerous agreements wherein they promised payments to CBSG. The B&T Related Entities (and guarantors) breached those agreements by failing to make the necessary payments. The Receiver's claims, as described in the underlying MCA agreements, are enforceable against the respective counterparties. Furthermore, based upon the common ownership of the B&T Related Entities and the shared financial accounts, the Receiver will seek, where appropriate, to pierce the corporate veil against Odzer or other individuals.

Accordingly, the balance of the elements, as well as the equities, weigh towards lifting the Litigation Injunction to allow the Receiver to commence the appropriate litigation to recover the \$91,956,082.53 outstanding balance for the benefit of the Receivership Estate and its creditors.

WHEREFORE, Ryan K. Stumphauzer, as Court-Appointed Receiver, by and through his undersigned counsel, respectfully requests this Honorable Court to grant the motion and lift the Litigation Injunction on a limited basis, as set forth above, to allow the Receiver to commence actions against B & T Supplies Inc., Lifeguard Industrial and Home Supplies Inc., Global Supplies and Industries Inc., Yanky Holding Supplies Inc., YBT Industries Inc., Naki Cleaning Services Inc., Payjan Fund Inc., Adiva Superior Consultants and Supplies, Inc., BT Supplies West, Inc., Everything Complete Office Supplies Inc., 885 Airpark, LLC, Azo Supplies LLC, Paper Processing & Products Inc., Tzvi “Stephen” Odzer, and Ruben Azrak. A proposed order for the Court’s consideration is attached as Exhibit 9.

CERTIFICATION REGARDING PRE-FILING CONFERENCE

The undersigned counsel has conferred with all counsel of record in this matter regarding the relief sought through this motion and certifies that all counsel of record have either (1) confirmed that their clients either do not oppose or take no position with respect to the relief sought, or (2) not responded to the Receiver’s meet-and-confer requests. The SEC also takes no position on the motion to lift the litigation injunction. Its position on the underlying transaction was not solicited and therefore none was provided.

Dated: October 3, 2021

Respectfully Submitted,

**STUMPHAUZER FOSLID SLOMAN
ROSS & KOLAYA, PLLC**
Two South Biscayne Blvd., Suite 1600
Miami, FL 33131
Telephone: (305) 614-1400
Facsimile: (305) 614-1425

By: /s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA
Florida Bar No. 056140
tkolaya@sfslaw.com

Co-Counsel for Receiver

**PIETRAGALLO GORDON ALFANO
BOSICK & RASPANTI, LLP**
1818 Market Street, Suite 3402
Philadelphia, PA 19103
Telephone: (215) 320-6200
Facsimile: (215) 981-0082

By: /s/ Gaetan J. Alfano
GAETAN J. ALFANO
Pennsylvania Bar No. 32971
(Admitted Pro Hac Vice)
GJA@Pietragallo.com
DOUGLAS K. ROSENBLUM
Pennsylvania Bar No. 90989
(Admitted Pro Hac Vice)
DKR@Pietragallo.com

Co-Counsel for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 3, 2021, I electronically filed the foregoing document with the clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Timothy A. Kolaya
TIMOTHY A. KOLAYA

EXHIBIT 1

11/4/2020

Par Funding Mail - Fwd: Munson Invitation



Joe Mack <joe@parfunding.com>

Fwd: Munson Invitation

Tzvi Odzer <[REDACTED]@bandtsupply.com>
To: Joe Mack <[REDACTED]@aol.com>, "<joe@parfunding.com>" <joe@parfunding.com>

Sun, Jan 31, 2016 at 12:31 PM

Joe

If course your coming as my guest. No need to reply. I have a sponsor table.

Best regards,

Tzvi-Stephen Odzer
President

c | [REDACTED]
e | [REDACTED]@bandtsupply.com

Because you deserve OPTIONS™

On Jan 31, 2016, at 9:29 AM, Tzvi Odzer <[REDACTED]@bandtsupply.com> wrote:

Joe

Safe travels and well catch up next Wed. Ill be in Phily.

See you next Tuesday night Feb 9th. Ill put you and your wife on my table.

Invitation enclosed.

Best regards,

Tzvi-Stephen Odzer
President

c | [REDACTED]
e | [REDACTED]@bandtsupply.com

Because you deserve OPTIONS™

Begin forwarded message:

11/4/2020

Par Funding Mail - Fwd: Munson Invitation

Date: January 19, 2016 at 12:59:39 PM PST
To: "█@bandtsupply.com" <█@bandtsupply.com>
Subject: FW: Munson Invitation

From: Pamela Richard [mailto:█@ahrcnyc.org]
Sent: Tuesday, January 19, 2016 12:59 PM
Subject: Munson Invitation

As requested.

Pamela Richard
Foundation Director
AHRC New York City Foundation, Inc.
83 Maiden Lane
New York, NY 10038
T: (212) 780-2682
F: (212) 780-2398
www.ahrcnycfoundation.org
Join our LinkedIn group, AHRC New York City Foundation

11/4/2020

Par Funding Mail - Fwd: Munson Invitation

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

<Invitation.pdf>

<Reply Form.pdf>

EXHIBIT 2

11/5/2020

Par Funding Mail - Fwd: Invitation for Tzvi Odzer to a reception in support of Kamala Harris, August 16th, New York City



Joe Mack <joe@parfunding.com>

Fwd: Invitation for Tzvi Odzer to a reception in support of Kamala Harris, August 16th, New York City

Tzvi Odzer <[REDACTED]@bandtsupply.com>
To: Joe Mack <[REDACTED]@aol.com>, Joe Mack <joe@parfunding.com>

Thu, Aug 11, 2016 at 8:35 PM

> Joe

Come as my guest. Let me know. See below.

> Dear Stephen,

> This is wonderful! We are looking forward to seeing you on Aug 16th. Michael Bloomberg's residence is located at [REDACTED] between Madison and Fifth Avenue. Feel free to email me should you need anything else.

>

> Best,

>

> Julie

>

>> On Jul 14, 2016, at 5:00 PM, [REDACTED]@btsupplieslv.com wrote:

>>

>> I will be ambassador for this event. tzvi

>>

>> Best regards,

>> Stephen Odzer

>> CEO

>> BT Supplies West Inc.

>> 4301 S Valley View Blvd #3

>> Las Vegas NV 89103

>> o | 702 OPTIONS (678 4667)

>> c | [REDACTED]

>> e | [REDACTED]@btsupplieslv.com [(mailto:[REDACTED]@btsupplieslv.com)

>> Because you deserve OPTIONS

>>

>> ----Original Message----

>> From: "Julie Pyun" <[REDACTED]@cblaneygroup.com>

>> Sent: Thursday, July 14, 2016 4:56pm

>> To: "[REDACTED]@bandtsupply.com" <[REDACTED]@bandtsupply.com>

>> Subject: Invitation for Tzvi Odzer to a reception in support of Kamala Harris, August 16th, New York City

>>

>> [cid:image001.jpg@01D1DDEA.A62D08B0]

>>

>> Michael R. Bloomberg

>>

>>

11/5/2020

Par Funding Mail - Fwd: Invitation for Tzvi Odzer to a reception in support of Kamala Harris, August 16th, New York City

>>
>> invites you to a reception at his home
>>
>> in support of
>>
>>
>> California Attorney General
>>
>> Kamala D. Harris
>>
>> Candidate for United State Senate (CA)
>>
>>
>> with special guest
>>
>> Senator Chuck Schumer
>>
>>
>> Tuesday, August 16, 2016
>>
>> 6:00 PM - 7:30 PM
>>
>> New York City
>>
>>
>> Personal or Federal PAC Contribution Levels
>>
>> Ambassador \$10,000 (write/raise)
>>
>> Co-Host \$5,400 (write/raise)
>>
>> Sponsor - \$2,700
>>
>> Supporter - \$1,000
>>
>>
>> Please RSVP to [REDACTED]@CBlaneygroup.com<mailto:[REDACTED]@CBlaneygroup.com>
>>
>> For inquiries please call (347) 260-4773
>>
>>
>> Contributions or gifts to the Kamala Harris Victory Fund are not tax deductible. Contributions to the Kamala Harris Victory Fund shall be allocated as follows:
The first \$5,400 of each contribution from a person and the first \$10,000 from a multicandidate committee will be allocated to Kamala Harris for Senate. The first

11/5/2020

Par Funding Mail - Fwd: Invitation for Tzvi Odzer to a reception in support of Kamala Harris, August 16th, New York City

\$2,700/\$5,000 will be considered designated for the general election. The next \$10,000 of each contribution from a person and the next \$5,000 of each contribution from a multicandidate committee will be allocated to the California Democratic Party. Any contributor may designate his or her contribution for a particular participant. The allocation formula above may change if any contributor makes a contribution that, when allocated, would exceed the amount that the contributor may lawfully give to any participant.

>>

>>

>>

>> Paid for by Kamala Harris Victory Fund, a joint fundraising committee authorized by Kamala Harris for Senate and the California Democratic Party.

>>

>>

>> Best regards,

>> Stephen Odzer

>> CEO

>> BT Supplies West Inc.

>> 4301 S Valley View Blvd #3

>> Las Vegas NV 89103

>> o | 702 OPTIONS (678 4667)

>> c |

>> e | [REDACTED]@btsupplieslv.com [(mailto:[REDACTED]@btsupplieslv.com)

>> Because you deserve OPTIONS

>

>

EXHIBIT 3

11/5/2020

Par Funding Mail - Steven Odzer's 50th Birthday Party



Joe Mack <joe@parfunding.com>

Steven Odzer's 50th Birthday Party

Alexandra Emtsova <[REDACTED]@paperlesspost.com>
Reply-To: [REDACTED]@gmail.com
To: joe@parfunding.com

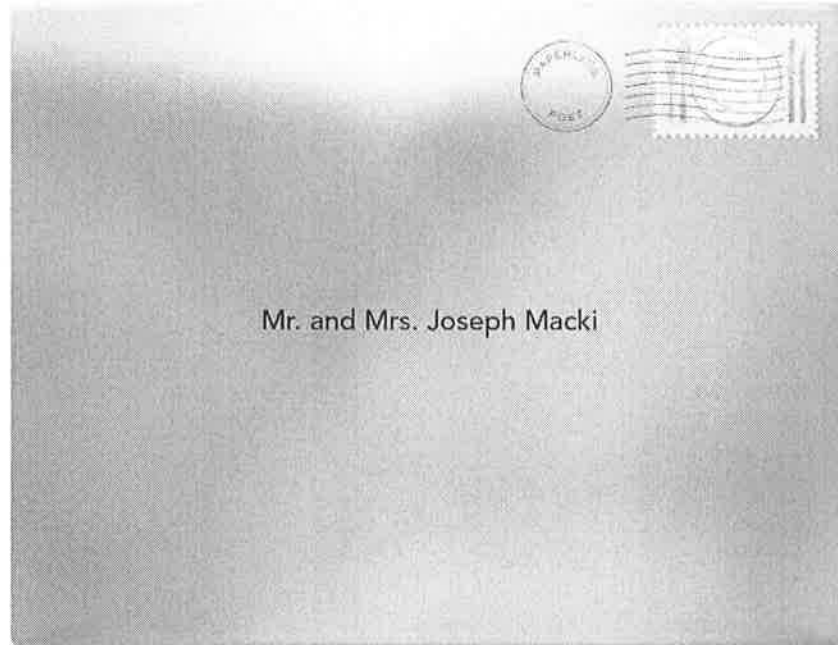
Sat, Jul 28, 2018 at 3:06 PM



[VIEW THE CARD](#)

11/5/2020

Par Funding Mail - Steven Odzer's 50th Birthday Party



STEVEN ODZER'S 50TH BIRTHDAY PARTY
Sunday, August 19th at 5:00 PM
The Center for Jewish History
15 West 16th Street New York, NY 10011

11/5/2020

Par Funding Mail - Steven Odzer's 50th Birthday Party

[View map](#) [Add to Calendar: Google, Outlook, iCal, or Yahoo](#)

[Access event on the go: Get the iPad and iPhone app](#)

For the best Paperless Post experience, add paperlesspost@paperlesspost.com to your address book to ensure you receive all cards and invitations in your inbox. [Click here to unsubscribe from receiving Paperless Post invitation and card emails.](#) [Click here to opt out of receiving marketing emails from Paperless Post.](#) [Learn more about our privacy policy.](#)

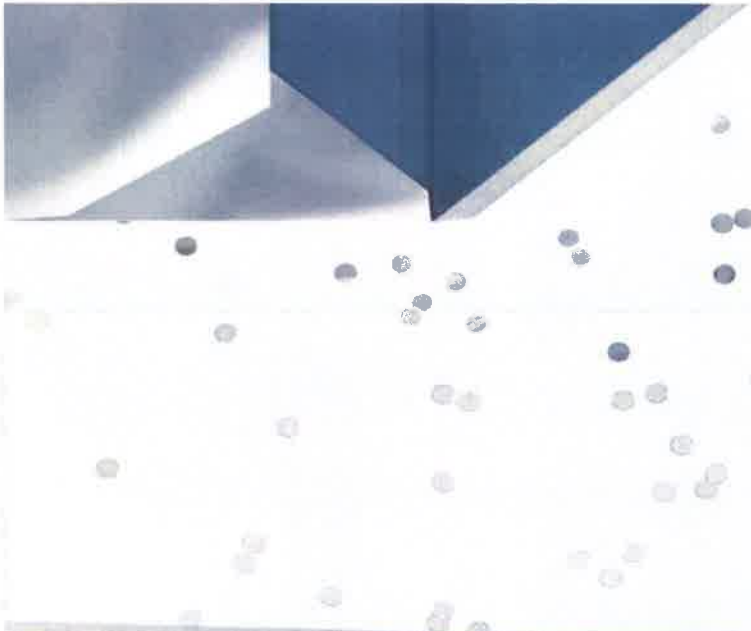


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POST

WEDDINGS BABY & KIDS BIRTHDAY WEDDING PARTIES GREETINGS BUSINESS FLYER

Mr and Mrs Joseph Ma



**STEVEN IS
TURNING
50!**

LET'S CELEBRATE WITH
COCKTAILS & DINNER

AUGUST 19TH AT 5PM
CENTER FOR JEWISH HISTORY
15 WEST 16TH STREET
NEW YORK CITY

RSTP
COCKTAIL ATTIRE



Steven Odzer's 50th Birthday Party

To Mr and Mrs Joseph Macki

EXHIBIT 4

COMMERCIAL PROMISSORY NOTE

U.S.\$1,000,000.00
Principal Amount

March 14th, 2019
Original Issue Date

FOR VALUE RECEIVED, B&T Supplies, Inc., a New York business corporation (known in the alternative as the "MAKER"), promises to pay to Eagle Six, Inc. ("Eagle") at 17121 Collins Ave #1806, Sunny Isles Beach, FL 33160, , Inc., a Delaware business corporation ("HOLDER"), at the principal office of Holder, or at such other place as Holder may designate, the principal amount of One Million Dollars (\$1,000,000.00), in lawful money of the United States of America.

Interest on this note shall be payable monthly on 15th business day of each month commencing on April 15th, 2019 with monthly payments being \$5,000.00 for a term of 24 months. The entire balance of \$1,000,000.00 is due on March 14th, 2021 unless otherwise agreed to in writing by both parties.

Time is of the essence of this Note and, in the event this Note is collected by law or through an attorney at law or under advice therefrom, Maker agrees to pay all costs of collection, including reasonable attorneys' fees.

This Note has been executed and delivered, and shall be paid, in the Commonwealth of Pennsylvania. In the event there are any taxes of any nature imposed in connection with the execution and delivery of this Note, the Makers shall be responsible for all such taxes. The validity of this Note and the terms and conditions set forth herein shall be governed, interpreted and construed according to the laws of the Commonwealth of Pennsylvania.

At any time hereafter, the Makers may choose to pay off the entire outstanding principal balance, together with any and all accrued but unpaid interest thereon. Upon receiving such payment, the Holder will immediately fully release the Makers of all obligations under this note.

This Note is secured by the personal guaranty of both Tzvi Odzer, Ruben Azrak and the guaranty of the corporate entity B&T Supplies Inc. (hereinafter referred to in the alternative as "Guarantors"). The Guarantors hereby guarantee as primary obligors and not as a surety to Holder the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the principal of and interest. The Guarantors hereby agree that if Maker shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligation, the Guarantors will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligation, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

The obligations of the Guarantors under this Promissory Note are absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of Maker under this Agreement to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor (except for payment in full).

 Initial

 Initial

The Guarantors hereby expressly waive diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that Holder exhaust any right, power or remedy or proceed against Maker under this Promissory Note or any other agreement. The Guarantors waive any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Holder upon this guarantee or acceptance of this guarantee, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this guarantee, and all dealings between Superior and the Purchasers and the Payees, shall likewise by conclusively presumed to have been had or consummated in reliance upon this guarantee. This guarantee shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment without regard to any right of offset with respect to the Guaranteed Obligations at any time. This guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantor and the successors and assigns thereof, and shall inure to the benefit of the Holder, and their respective successors and assigns.

All parties acknowledge and understand that this is a commercial agreement and in no form, manner, or intention a consumer agreement.

As used herein, the terms "Maker" and "Holder" are intended to include their respective heirs, successors, legal representatives and assigns, whether voluntary by action of the parties or involuntary by operation by law.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year first above written.

MAKER and GUARANTORS:
B&T Supplies, Inc.

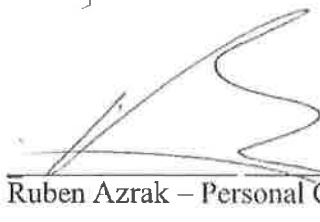
HOLDER:
Eagle Six, Inc.



Tzvi Odzer - President
And as Personal Guarantor to
Maker's Obligations under this
Agreement and as President of
B&T Supplies Inc.



Lisa McElhone - President



Ruben Azrak - Personal Guarantor

MORRIS ISAAC SABBAGH
Notary Public, State of New York
No. 01SA6071987
Qualified in Kings County
Commission Expires March 25, 2022

 Initial

 Initial

DISCLOSURE FOR CONFESSION OF JUDGMENT

AFFIANTS: B AND T SUPPLIES, INC. DBA B AND T SUPPLY DBA BIGGEST BOOK.COM DBA B&T SUPPLIES, INC.

OBLIGEE: Eagle Six, Inc.

The undersigned Affiants have executed, and/or are executing, on even date herewith, the following instrument:

--Promissory Note dated as of March 14, 2019

A. EACH OF THE AFFIANTS ACKNOWLEDGES AND AGREES THAT THE ABOVE DOCUMENT CONTAINS PROVISIONS UNDER WHICH OBLIGEE MAY ENTER JUDGMENT BY CONFESSION AGAINST AFFIANTS. BEING FULLY AWARE OF THE AFFIANTS' RIGHTS TO PRIOR NOTICE AND A HEARING ON THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT MAY BE ASSERTED AGAINST THE AFFIANTS BY OBLIGEE THEREUNDER BEFORE JUDGMENT IS ENTERED, THE UNDERSIGNED HEREBY FREELY, KNOWINGLY, AND INTELLIGENTLY WAIVE THESE RIGHTS AND EXPRESSLY AGREE AND CONSENT TO OBLIGEE'S ENTERING JUDGMENT AGAINST THE AFFIANTS BY CONFESSION PURSUANT TO THE TERMS THEREOF.

B. THE UNDERSIGNED ALSO ACKNOWLEDGE AND AGREE THAT THE ABOVE DOCUMENT CONTAINS PROVISIONS UNDER WHICH OBLIGEE MAY, AFTER ENTRY OF JUDGMENT AND WITHOUT EITHER NOTICE OR A HEARING, FORECLOSE UPON, ATTACH, LEVY, OR OTHERWISE SEIZE PROPERTY OR PROCEED AGAINST THE INTERESTS OF THE AFFIANTS IN PROPERTY (REAL OR PERSONAL) IN FULL OR PARTIAL PAYMENT OR SATISFACTION OF THE JUDGMENT OR JUDGMENTS. BEING FULLY AWARE OF THE AFFIANTS' RIGHTS AFTER JUDGMENT IS ENTERED (INCLUDING THE RIGHT TO MOVE TO OPEN OR STRIKE THE JUDGMENT OR JUDGMENTS), THE UNDERSIGNED HEREBY FREELY, KNOWINGLY AND INTELLIGENTLY WAIVE THESE RIGHTS AND EXPRESSLY AGREE AND CONSENT TO OBLIGEE'S TAKING SUCH ACTIONS AS MAY BE PERMITTED UNDER APPLICABLE STATE AND FEDERAL LAW WITHOUT PRIOR NOTICE TO THE AFFIANTS.

C.. The Affiants hereby certify that the financial accommodations being provided by the Obligee are for a business purpose, and not for personal, family or household use.

D. The statements made in this Disclosure for Confession of Judgment are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities, and as of March 14, 2019.

B AND T SUPPLIES, INC. DBA B AND T SUPPLY DBA
BIGGEST BOOK.COM DBA B&T SUPPLIES, INC.

Attest:

By: 

Its: President




EXHIBIT 5

11/4/2020

Par Funding Mail - (no subject)



Joe Mack <joe@parfunding.com>

(no subject)

Joe Mack <joe@parfunding.com>
To: stephen <[REDACTED]@btsupplieslv.com>, Joe Mack <[REDACTED]@aol.com>

Wed, Apr 22, 2020 at 2:53 PM

And this does happen.. and when a business man underestimates he eats it.. he doesn't call his creditor and friend.. you are the boss.. you have incredible income with this and I helped get you there. Why am I being penalized.. I have a business to run and this is killing me. You're the last guy I should have to worry about. I trust you and now I am starting to wonder if you know what you are doing. You realize u owe me 80 million dollars right??

From: stephen <[REDACTED]@btsupplieslv.com>
Sent: Wednesday, April 22, 2020 2:50 PM
To: Joe Mack <joe@parfunding.com>; Joe Mack <[REDACTED]@aol.com>
Subject: RE: RE:

I get it, really, just I underestimated how fast I can turn, call you soon

Steven Jacob Odzer
BT Supplies West Inc.
451 Mirror Court Bldg 103
Henderson NV 89011

O 702 OPTIONS

702 678 4667

c | [REDACTED]
e | [REDACTED]@BTSupplieslv.com

Because you deserve OPTIONS™

11/4/2020

Par Funding Mail - (no subject)

From: Joe Mack <joe@parfunding.com>
Sent: Wednesday, April 22, 2020 11:49 AM
To: stephen <[REDACTED]@btsupplieslv.com>; Joe Mack <[REDACTED]@aol.com>
Subject: RE: RE:

I did a deals that are good for you.. you designed them, you pitched them to me, you said it will help you.. now you got close to 10mm from me and you want to modify the terms???? Do you see the issue I have here

From: stephen <[REDACTED]@btsupplieslv.com>
Sent: Wednesday, April 22, 2020 2:48 PM
To: Joe Mack <joe@parfunding.com>; Joe Mack <[REDACTED]@aol.com>
Subject: RE: RE:

Ill call you soon if that is ok and lets structure something good for both of us.....

Steven Jacob Odzer
BT Supplies West Inc.
451 Mirror Court Bldg 103
Henderson NV 89011

O 702 OPTIONS

702 678 4667

c | [REDACTED]
e | [REDACTED]@BTSupplieslv.com

*Because you deserve **OPTIONS**™*

11/4/2020

Par Funding Mail - (no subject)

From: Joe Mack <joe@parfunding.com>
Sent: Wednesday, April 22, 2020 11:46 AM
To: stephen <[REDACTED]@btsupplieslv.com>; Joe Mack <[REDACTED]@aol.com>
Subject: RE:

If I do anything to lower the payment, please know will not fund you a penny until I get back additional 30mill .. you are a good man and a friend. But you don't respect the position you are putting me in..

From: stephen <[REDACTED]@btsupplieslv.com>
Sent: Wednesday, April 22, 2020 2:05 PM
To: 'JOE@PARFUNDING.COM' <JOE@PARFUNDING.COM>; Joe Mack <[REDACTED]@aol.com>
Subject:

Joe,

I will manage the old loans eventhoughj I have no money coming in and it is hard. I get your point sort of.

However, please lets consolidate the new loans as I will be giving you lump payments soon. Just need to use the money now to make the money with the masks. I undrestimated how quicly it will turn and how much cash I need to secure the masks.

Lets increase your A/R on these deals so it is good for CBSG and help me get payments under control.

Call you soon by friend and I appreciate you. You know that.

Steve

Company	Client	Funding	Balance	Payment	Frequency	Funded Date
---------	--------	---------	---------	---------	-----------	-------------

11/4/2020

Par Funding Mail - (no subject)

CBSG	Tzvi - B And T Supply	\$ 36,168,617.21	\$ 41,153,481.37	\$ 40,000.00	Daily	09/20/19
CBSG	Tzvi - B And T Supply	\$ 10,971,505.37	\$ 13,245,412.09	\$ 22,500.00	Daily	02/03/20
CBSG	Tzvi - B And T Supply	\$ 1,500,000.00	\$ 1,632,827.32	\$ 24,750.00	Biweekly - Mo/Fr	03/06/20
CBSG	Tzvi - B And T Supply	\$ 500,000.00	\$ 475,200.00	\$ 6,600.00	Daily	03/12/20
CBSG	Tzvi - B And T Supply	\$ 1,350,000.00	\$ 1,623,333.28	\$ 15,277.78	Daily	03/16/20
CBSG	Tzvi - B And T Supply	\$ 600,000.00	\$ 657,360.00	\$ 7,920.00	Daily	03/27/20
CBSG	Tzvi - B And T Supply	\$ 600,000.00	\$ 580,800.00	\$ 13,200.00	Daily	03/30/20
CBSG	Tzvi - B And T Supply	\$ 400,000.00	\$ 422,400.00	\$ 8,800.00	Daily	04/03/20
CBSG	Tzvi - Global Supplies And Industries INC	\$ 8,449,838.20	\$ 10,173,786.42	\$ 49,000.00	Biweekly - Tu/We	02/06/20
CBSG	Tzvi - Lifeguard	\$ 2,643,148.91	\$ 2,738,906.02	\$ 17,444.78	Daily	02/20/20
CBSG	Tzvi - Lifeguard	\$ 500,000.00	\$ 385,491.59	\$ 10,416.67	Daily	03/18/20
CBSG	Tzvi - Lifeguard	\$ 500,000.00	\$ 451,075.00	\$ 11,000.00	Daily	03/24/20
CBSG	Tzvi - Lifeguard	\$ 800,000.00	\$ 1,033,175.00	\$ 33,300.00	Daily	04/01/20
CBSG	Tzvi - Lifeguard	\$ 500,000.00	\$ 562,575.00	\$ 6,250.00	Daily	04/06/20
CBSG	Tzvi - Lifeguard	\$ 500,000.00	\$ 579,620.44	\$ 5,681.82	Daily	04/08/20
CBSG	Tzvi - Lifeguard	\$ 505,447.68	\$ 547,066.14	\$ 15,795.24	Daily	04/15/20
CBSG	Tzvi - Lifeguard	\$ 800,000.00	\$ 1,041,666.67	\$ 8,333.33	Daily	04/20/20
CFS	Tzvi - Lifeguard	\$ 500,000.00	\$ 562,575.00	\$ 6,250.00	Daily	04/06/20

11/4/2020

Par Funding Mail - (no subject)

CFS	Tzvi - Lifeguard	\$	375,000.00	\$	445,387.50	\$	7,812.50	Daily	04/15/20
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Let me know which one you wish to pay off.


Thanks.


Aida Lau


Accounting Manager



20 N 3rd St
Philadelphia, PA 19106

 Office: (215) 922-2636 x444

 Office: (215) 268-3594

 Fax: (888) 803-4886

 aida@parfunding.com

11/4/2020

Par Funding Mail - (no subject)

From: stephen <[REDACTED]@btsupplieslv.com>
Sent: Tuesday, April 21, 2020 11:46 AM
To: Aida Lau <aida@parfunding.com>
Subject: RE: Lifeguard Returns - 04/21/20

Aida,

Wire going to you today. I will send you confirmation once done.

Can you please send me a report of all my loans and when they started and current balance and daily payment.

I am looking to pay some off early so I can lower my dailys.

Thanks,

Steve

Steven Jacob Odzer
BT Supplies West Inc.
451 Mirror Court Bldg 103
Henderson NV 89011

O 702 OPTIONS

702 678 4667

c | [REDACTED]

11/4/2020

Par Funding Mail - (no subject)

e | [REDACTED]@BTSupplieslv.com

Because you deserve OPTIONS™

From: Aida Lau <aida@parfunding.com>
Sent: Tuesday, April 21, 2020 6:06 AM
To: rhonda <[REDACTED]@bandtsupply.com>; stephen <[REDACTED]@btsupplieslv.com>
Cc: Steven Jacob Odzer <[REDACTED]@bandtsupply.com>; Joe Mack <Joe@parfunding.com>
Subject: RE: Lifeguard Returns - 04/21/20

Please confirm if we are expecting more returns in the future days as well.

The batches we got today is from 04/17/20 only.

Thanks.

Aida Lau

From: rhonda <[REDACTED]@bandtsupply.com>
Sent: Tuesday, April 21, 2020 8:51 AM
To: stephen <[REDACTED]@btsupplieslv.com>; Aida Lau <aida@parfunding.com>
Cc: Steven Jacob Odzer <[REDACTED]@bandtsupply.com>; Joe Mack <joe@parfunding.com>
Subject: Re: Lifeguard Returns - 04/21/20

Steve, I know its early but please call me as soon as you get to the office. You need to transfer money into Lifeguard... nothing there and nothing coming in.

Sent from my T-Mobile 4G LTE Device

<https://mail.google.com/mail/u/3?ik=b4fc71833e&view=pt&search=all&permmsgid=msg-f%3A1664699995120264493&dsqt=1&simpl=msg-f%3A1664699995120264493>

7/10

11/4/2020

Par Funding Mail - (no subject)

----- Original message -----

From: stephen <[REDACTED]@btsupplieslv.com>

Date: 4/21/20 8:45 AM (GMT-05:00)

To: Aida Lau <aida@parfunding.com>

Cc: Steven Jacob Odzer <[REDACTED]@bandtsupply.com>, Joe Mack <joe@parfunding.com>, [REDACTED]@bandtsupply.com

Subject: Re: Lifeguard Returns - 04/21/20

Rhonda

Please see below What happened here? Please wire.

Steven Jacob Odzer

BT Supplies West Inc.

451 Mirror Court Bldg 103

Henderson NV 89011

O 702 OPTIONS

702 678 4667

c | [REDACTED]

e | [REDACTED]@BTSupplieslv.com

*Because you deserve **OPTIONS**™*

On Apr 21, 2020, at 5:42 AM, Aida Lau <aida@parfunding.com> wrote:

<https://mail.google.com/mail/u/3?ik=b4fc71833e&view=pt&search=all&permmsgid=msg-f%3A1664699995120264493&dsqt=1&simpl=msg-f%3A1664699995120264493>

11/4/2020

Par Funding Mail - (no subject)

Good morning Tzvi,

We got the following returns from you today, please send wire for recovery, wire instruction attached,

4/17/2020	Lifeguard	\$ 10,416.67
4/17/2020	Lifeguard	\$ 11,000.00
4/17/2020	Lifeguard	\$ 16,650.00
4/17/2020	Lifeguard	\$ 16,650.00
4/17/2020	Lifeguard	\$ 6,250.00
4/17/2020	Lifeguard	\$ 5,681.82
4/17/2020	Lifeguard	\$ 6,250.00
4/17/2020	Lifeguard	\$ 7,812.50
		<hr/>
		\$ 80,710.99
		<hr/>

Please confirm when to look out for the wire.

Thanks.

Aida Lau

Accounting Manager

11/4/2020

Par Funding Mail - (no subject)

EXHIBIT 6

DocuSign Envelope ID: 276706FC-31FC-4CDA-B3C6-47CC0B3C3716

APRIL 17, 2020

PROMISE TO PAY BACK MONEY

1. CBSG will provide BT Supply, Lifeguard with \$800,000.00 for supply purchase order.
2. BT Supply, Lifeguard will pay back CBSG \$840,000.00 within 30 business days, June 1, 2020.
3. Ruben Azrak and Tzvi Odzer agree to personally guarantee repayment within 30 days.
4. Ruben Azrak and Tzvi Odzer give Joe LaForte their word it will be paid back.

DocuSigned by:

4/17/2020
F35D470B6A0343B...

TZVI ODZER

DocuSigned by:

4/17/2020
10R65A109A91477...

RUBEN AZRAK



EXHIBIT 7

11/3/2020

Par Funding Mail - B and T Returns and Arrears - 05/04/20



Joe Mack <joe@parfunding.com>

B and T Returns and Arrears - 05/04/20

Joe Mack <[REDACTED]@aol.com>

Mon, May 4, 2020 at 7:50 PM

To: Aida Lau <aida@parfunding.com>

Cc: stephen <[REDACTED]@btsupplieslv.com>, Joe Mack <Joe@parfunding.com>, Steven Jacob Odzer <[REDACTED]@btsupplies.com>

They don't give a shit unless u are doing for them. They don't care about our compliance and regulators. Maybe we should show them we don't care about there's either and freeze there bank accounts.

Sent from my iPhone

On May 4, 2020, at 7:05 PM, Aida Lau <aida@parfunding.com> wrote:

Can I please get the signed agreement back.

Thanks.

Aida Lau

From: stephen <[REDACTED]@btsupplieslv.com>

Sent: Monday, May 4, 2020 1:36 PM

To: Aida Lau <aida@parfunding.com>

Cc: Joe Mack <joe@parfunding.com>; Steven Jacob Odzer <[REDACTED]@btsupplies.com>

Subject: Re: B and T Returns and Arrears - 05/04/20

Ok but payments are going through

Steven Jacob Odzer

BT Supplies West Inc.

11/3/2020

Par Funding Mail - B and T Returns and Arrears - 05/04/20

451 Mirror Court Bldg 103
Henderson NV 89011

O 702 OPTIONS

702 678 4667

c | [REDACTED]
e | [REDACTED]@BTSupplieslv.com

*Because you deserve **OPTIONS™***

On May 4, 2020, at 9:15 AM, Aida Lau <aida@parfunding.com> wrote:

Attached agreement has not been returned yet, please sign and return back as soon as possible.

Thanks.

Aida Lau

From: stephen <[REDACTED]@btsupplieslv.com>
Sent: Monday, May 4, 2020 12:10 PM
To: Joe Mack <joe@parfunding.com>; Aida Lau <aida@parfunding.com>
Cc: Steven Jacob Odzer <[REDACTED]@btsupplies.com>
Subject: RE: B and T Returns and Arrears - 05/04/20

Ill get this paid back

Steven Jacob Odzer

11/3/2020

Par Funding Mail - B and T Returns and Arrears - 05/04/20

BT Supplies West Inc.
451 Mirror Court Bldg 103
Henderson NV 89011

O 702 OPTIONS

702 678 4667

c | [REDACTED]
e | [REDACTED]@BTSupplieslv.com

*Because you deserve **OPTIONS™***

From: Joe Mack <joe@parfunding.com>
Sent: Monday, May 4, 2020 9:08 AM
To: Aida Lau <aida@parfunding.com>; stephen <[REDACTED]@btsupplieslv.com>
Cc: Steven Jacob Odzer <[REDACTED]@btsupplies.com>
Subject: RE: B and T Returns and Arrears - 05/04/20

They blew past the due dates on the 1.3, the 800k , and the 2 500k payments and on the 8th likely another 500k

From: Aida Lau <aida@parfunding.com>
Sent: Monday, May 4, 2020 12:03 PM
To: stephen <[REDACTED]@btsupplieslv.com>; Joe Mack <Joe@parfunding.com>
Cc: Steven Jacob Odzer <[REDACTED]@btsupplies.com>
Subject: RE: B and T Returns and Arrears - 05/04/20

\$65,395.00 is received, and will schedule \$8,744.78 tonight to come out from your account tomorrow.

How about 2* \$500k payment due?

<https://mail.google.com/mail/u/3?ik=b4fc71833e&view=pt&search=all&permmsgid=msg-f%3A1665805829516887780&dsqt=1&simpl=msg-f%3A1665805829516887780>

11/3/2020

Par Funding Mail - B and T Returns and Arrears - 05/04/20

Thanks.

Aida Lau

From: stephen <[REDACTED]@btsupplieslv.com>
Sent: Monday, May 4, 2020 11:25 AM
To: Aida Lau <aida@parfunding.com>; Joe Mack <joe@parfunding.com>
Cc: Steven Jacob Odzer <[REDACTED]@btsupplies.com>
Subject: RE: B and T Returns and Arrears - 05/04/20

Aida,

All Fridays payments were paid so you should not see any returns tomorrow.

We just wired you 65,395.00 to cover

4/28/2020 B And T Supply \$ 29,195.00

4/28/2020 Lifeguard \$ 8,700.00

4/28/2020 B And T Supply \$ 27,500.00

Please rerun the one remaining return of \$8744.78.

Please confirm that you received the \$65,395.00..

Thanks,

11/3/2020

Par Funding Mail - B and T Returns and Arrears - 05/04/20

steve

Steven Jacob Odzer

BT Supplies West Inc.

451 Mirror Court Bldg 103

Henderson NV 89011

O 702 OPTIONS

702 678 4667

c | [REDACTED]

e | [REDACTED]@BTSupplieslv.com

*Because you deserve **OPTIONS™***

From: Aida Lau <aida@parfunding.com>

Sent: Monday, May 4, 2020 7:23 AM

To: Joe Mack <joe@parfunding.com>

Cc: stephen <[REDACTED]@btsupplieslv.com>; Steven Jacob Odzer <[REDACTED]@btsupplies.com>

Subject: RE: B and T Returns and Arrears - 05/04/20

Will do

From: Joe Mack <joe@parfunding.com>

Sent: Monday, May 4, 2020 10:17 AM

To: Aida Lau <aida@parfunding.com>

Cc: stephen <[REDACTED]@btsupplieslv.com>; Steven Jacob Odzer <[REDACTED]@btsupplies.com>

Subject: Re: B and T Returns and Arrears - 05/04/20

11/3/2020

Par Funding Mail - B and T Returns and Arrears - 05/04/20

I am filing to coj today. I have to the carrier called me this morning. Aida pull all bank accounts we have on record for garnishments. Also print all accounts receivable so we can handle what we need to do

Sent from my iPhone

On May 4, 2020, at 9:45 AM, Aida Lau <aida@parfunding.com> wrote:

Hi Steve, we got a new batch of returns today, below listed in Orange, remaining are you arrears that you haven't made up.

4/28/2020	Global Supplies	\$	19,312.50
4/28/2020	Global Supplies	\$	25,000.00
4/28/2020	Lifeguard	\$	16,650.00
4/28/2020	Lifeguard	\$	16,650.00
4/28/2020	Lifeguard	\$	6,250.00
4/28/2020	Lifeguard	\$	5,681.82
4/28/2020	Lifeguard	\$	29,887.00
4/28/2020	Lifeguard	\$	8,333.33
4/28/2020	Lifeguard	\$	8,744.78
4/28/2020	B And T Supply	\$	29,195.00
4/28/2020	Lifeguard	\$	8,700.00
4/28/2020	B And T Supply	\$	27,500.00

11/3/2020

Par Funding Mail - B and T Returns and Arrears - 05/04/20

\$ 201,904.43

Please confirm when the wire is sent.

Thanks.

Aida Lau

Accounting Manager

<image001.png>

20 N 3rd St
Philadelphia, PA 19106

<image002.png> Office: (215) 922-2636 x444

<image002.png> Office: (215) 268-3594

<image002.png> Fax: (888) 803-4886

<image003.png> aida@parfunding.com

<image001.png>

EXHIBIT 8

11/3/2020

Par Funding Mail - (no subject)



Joe Mack <joe@parfunding.com>

(no subject)

stephen <[REDACTED]@btsupplieslv.com>
To: Joe Mack <joe@parfunding.com>
Cc: Joe Mack <[REDACTED]@aol.com>

Sun, Jun 14, 2020 at 5:43 PM

Joe,

Please lets talk. Im jammed up but will be flush in 1-2 weeks.

Please let me throw some profit your way and get me through this week.

As a customer and a friend I am asking.

Will call you soon,

Steve

Steven Jacob Odzer
BT Supplies West Inc.
451 Mirror Court Bldg 103
Henderson NV 89011

O 702 OPTIONS

702 678 4667

11/3/2020

Par Funding Mail - (no subject)

c | [REDACTED]
e | [REDACTED]@BTSupplieslv.com

*Because you deserve **OPTIONS**™*

From: Joe Mack <joe@parfunding.com>
Sent: Sunday, June 14, 2020 2:34 PM
To: stephen <[REDACTED]@btsupplieslv.com>
Cc: Joe Mack <[REDACTED]@aol.com>
Subject: Re: [REDACTED]

Hope u are having a great day. We have to run our 750k payback tomorrow also. I can't lower payments. Another 750k next Monday.

Sent from my iPhone

On Jun 14, 2020, at 5:12 PM, stephen <[REDACTED]@btsupplieslv.com> wrote:

Joe,

Happy Sunday.

While I am tight now this cash flow shows a build up of \$50mm in the next 90-120 days.

This does not include \$6-7MM in cash I will get from Bank of NV once I close with them in 2-3 weeks and it does not include \$7mm profit on a new \$20mm order I am getting from NYC tomorrow.

Please lets discuss profit sharing in exchange for lowering payments or consolidating.

Lets do a deal that benefits both of us.

<https://mail.google.com/mail/u/3?ik=b4fc71833e&view=pt&search=all&permmsgid=msg-f%3A1669512340174666347&dsqt=1&simpl=msg-f%3A1669512340174666347>

2/3

11/3/2020

Par Funding Mail - (no subject)

Love you my friend and lets make money together.

I truly appreciate you , I hope you know that.

Tzvi

<Copy of CashFlow6.8.20.xlsx>

EXHIBIT 9

**UNITED STATES DISTRICT COURT
FOR THE 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.

**[PROPOSED] ORDER GRANTING THE RECEIVER’S MOTION
TO LIFT THE LITIGATION INJUNCTION TO ALLOW
COMMENCEMENT OF PROCEEDINGS AGAINST B & T SUPPLIES INC.,
TZVI “STEPHEN” ODZER, AND B&T RELATED ENTITIES**

THIS CAUSE comes before the Court upon the Receiver’s Motion to Lift the Litigation Injunction to Allow Commencement of Proceedings Against B&T Supplies Inc., Tzvi “Stephen” Odzer, and B&T Related Entities [ECF No. ____] (“Motion”), filed on October 3, 2021.

In 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 pursue causes of action B & T Supplies Inc., Lifeguard Industrial and Home Supplies Inc., Global Supplies and Industries Inc., Yanky Holding Supplies Inc., YBT Industries Inc., Naki Cleaning Services Inc., Payjan Fund Inc., Adiva Superior Consultants and Supplies, Inc., BT Supplies West, Inc., Everything Complete Office Supplies Inc., 885 Airpark, LLC, Azo Supplies LLC, Paper Processing & Products Inc., Tzvi “Stephen” Odzer, and Ruben Azrak for the benefit of 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 Receiver’s Motion is **GRANTED**. The litigation injunction set forth in the Court’s Amended Order Appointing Receiver dated August 13, 2020 [ECF No. 141], as amended from time to time, is hereby lifted to allow pursuit of claims against the following persons and entities: (1) B & T Supplies Inc.; (2) Lifeguard Industrial and Home Supplies Inc.; (3) Global Supplies and Industries Inc.; (4) Yanky Holding Supplies Inc.; (5) YBT Industries Inc.; (6) Naki Cleaning Services Inc.; (7) Payjan Fund Inc.; (8) Adiva Superior Consultants and Supplies, Inc.; (9) BT Supplies West, Inc.; (10) Everything Complete Office Supplies Inc.; (11) 885 Airpark, LLC; (12) Azo Supplies LLC; (13) Paper Processing & Products Inc.; (14) Tzvi “Stephen” Odzer; and (15) Ruben Azrak.

DONE AND ORDERED in Fort Lauderdale, Florida, this _____ day of _____, 2021.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record