

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.

\_\_\_\_\_ /

**DEFENDANT'S NOTICE OF FILING**

Defendants, Joseph W. LaForte, by and through undersigned counsel, hereby files the attached **Exhibit D** to Defendant, Joseph W. LaForte's Response to the Receiver's Motion to Lift the Litigation Injunction to Allow Commencement of Proceedings Against B&T Supplies Inc, Tzvi "Stephen" Odzer, and the B&T Related Entities [D.E. 841]. After conferring with the Receiver's counsel, he indicated that the receiver would withdraw its confidentiality designation.

Dated: October 19, 2021.

**KOPELOWITZ OSTROW  
FERGUSON WEISELBERG GILBERT**  
One W. Las Olas Blvd., Suite 500  
Fort Lauderdale, Florida 33301  
*Attorneys for Joseph W. LaForte*

By:       /s/ David L. Ferguson        
DAVID L. FERGUSON  
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JOSHUA R. LEVINE  
Florida Bar Number: 91807  
Levine@kolawyers.com

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on October 19, 2021, I electronically filed the forgoing 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 transmissions of Notices of Electronic Filing generated by CM/ECF.

By:     /s/ David L. Ferguson      
          DAVID L. FERGUSON

# **FUNDING PRE-QUALIFICATION**

**CONGRATULATIONS!**

***You Have Been Pre-Qualified for Business Funding***

To finalize your business funding, we need additional information and documents from you so we can complete our decision-making process. Along with this Funding Pre-Qualification, we are sending you a proposed Agreement for the Purchase and Sale of Future Receivables ("Agreement") and related documents. Please carefully review the Agreement and related documents in their entirety. If you find any errors, please contact your account specialist before signing and returning them.

You have been pre-qualified based on our preliminary review of the information you have provided. Your pre-qualification is not a guaranty of funding nor a commitment to fund. You must provide the requested additional information, sign and return the Agreement and related documents sent to you, and our underwriting department will make a final determination regarding the terms of your Agreement. Any misrepresentation relating to any information you have provided to us or may provide to us in the future or any adverse change in your financial condition or status may void this pre-qualification offer. Pre-qualification is subject to withdraw, change, and/or cancellation at any time if you no longer meet the requirements for the requested funding.

We must receive the additional required information and the signed Agreement and related documents within 10 days of the date of the Agreement. Otherwise, we will consider your application to be withdrawn and this offer void.

**THE FOLLOWING MUST BE PROVIDED OR COMPLETED:**

- DRIVER'S LICENSE (COLOR COPY)
- VOIDED CHECK
- AR OR LIST OF CLIENTS OR MERCHANT STATEMENTS
- COMPLETION OF OUR ONSITE INSPECTION
- BANK LOGIN OR DECISION LOGIC
- COMPLETION OF OUR SATISFACTION SURVEY

2000 PGA Blvd Suite 4440  
Palm Beach Gardens, FL 33408  
Office: 215-914-5540 | Fax: 888-305-7562

**EXHIBIT D**

Please Initial 

**AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES**

This Agreement for the Purchase and Sale of Future Receivables (“Purchase Agreement”) is made as of JULY 22, 2020, and is by and between Complete Business Solutions Group, Inc. d/b/a Par Funding and the business identified below. Capitalized terms in this Purchase Agreement and accompanying documents shall have the meanings set forth in the “Definitions” section of this Purchase Agreement unless otherwise defined herein.

<b>Legal Business Name (“Merchant Seller”)</b>	B AND T SUPPLIES, INC	
<b>D/B/A</b>	B AND T SUPPLIES INC DBA BIGGEST BOOK.COM DBA PAYJAN FUND INC DBA BT SUPPLIES WEST INC DBA ADIVA SUPPLIES DBA GLOBAL SUPPLIES & INDUSTRIES DBA FOOD SERVICE, INC DBA PLATINUM FOODS DBA LIFEGUARD	
<b>Type of Business Entity</b>	<i>Corporation (CORP)</i>	
	<i>LLC (LLC)</i>	
	<i>Limited Partnership (LP)</i>	
	<i>Limited Liability Partnership (LLP)</i>	
	<i>Sole Proprietor (SP)</i>	
<b>Physical Address</b>	123 GROVE AVE STE 208, CEDARHURST, NY 11516	
<b>Mailing Address</b>	123 GROVE AVE STE 208, CEDARHURST, NY 11516	
<b>Business Phone</b>		
<b>Business E-mail</b>		
<b>Federal EIN No.</b>		
<b>“Owner” (authorized to execute this Purchase Agreement on behalf of Merchant Seller).</b>	<i>Name</i>	TZVI ODZER
	<i>Title</i>	
	<i>Home Address</i>	90 NEPTUNE AVE, WOODMERE, NY 11598
	<i>Home Phone</i>	
	<i>Cell Phone</i>	
	<i>E-mail</i>	
	<i>Social Security No.</i>	██████████
<b>Broker Information</b>	<i>Name</i>	
	<i>Phone</i>	





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**1. PURCHASE AND SALE TERMS:**

Payoff Existing	\$9,346,398.56
Total Advance Amount	\$9,346,398.56
Specified Percentage	22%
Daily Specified Amount	\$150,000.00
Amount of Days	83
Receivables Purchased Amount	\$12,380,396.12
Estimated Final Receipt Date	NOVEMBER 18, 2020
ACH PROCESSING FEES	NA
NET FUNDING AMOUNT	<b><u>NO WIRE</u></b>

**Acknowledgement of Purchase and Sale Terms**

FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)		SIGNATURE	
TZVI ODZER			
FOR THE SELLER/MERCHANT (PRINT NAME/TITLE)		SIGNATURE	
TZVI ODZER			

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

<i>Company Officer</i>
------------------------

**2. DEFINITIONS:**

- a. **Account or Approved Account.** The deposit account designated by Merchant Seller and approved by Purchaser from which Payments will be remitted by Merchant Seller to Purchaser. All deposits in the Account shall at all times be the property of Purchaser, consistent with the sale contemplated in this Purchase Agreement.
- b. **Approved Account Bank.** The bank or financial institution where the Account or Approved is maintained.
- c. **Additional Sums.** Any sum, other than the Receivables Purchased Amount, due or that may become due under this Purchase Agreement from Merchant Seller to Purchaser.
- d. **ACH.** Automated Clearing House.
- e. **CBSG or Purchaser.** Complete Business Solutions Group, Inc. d/b/a Par Funding.
- f. **Collateral.** Any and all collateral pledged to secure the obligations under this Purchase Agreement
- g. **Daily Specified Amount or Daily Retrieval Rate.** The amount Purchaser shall deduct from the Account on a daily basis (weekends and federal holidays excluded) until such time as the Receivables Purchased Amount is delivered (i.e., paid in full) to Purchaser. The Daily Specified Amount is an approximation of the base payment due under the Specified Percentage.

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