UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/a PAR FUNDING, *et al.*, Defendants.	Civil Action No. 20-cv-81205-RAR

DECLARATION OF DAVID R. ALPERSTEIN

I, David R. Alperstein, Esq., being duly sworn according to law, hereby depose and say:

Background

1. My name is David R. Alperstein, Esq., I am a licensed attorney and the fund manager of two investment funds, MCA Capital Fund I, LLC (the "Capital Fund") and MCA National Fund, LLC (the "National Fund"), and I am over 18 years of age. I have personal knowledge of the following facts, and if called to testify as a witness, I would testify competently as to the following facts.

2. I am also the founding attorney of Alperstein & Associates LLC, and I am a member in good standing of the Pennsylvania, New Jersey, and New York bar.

3. Prior to establishing both the Capital Fund and the National Fund, I engaged counsel to ensure that the funds were set up properly and compliant with the appropriate securities laws. Prior to any business dealings Complete Business Solution Group, Inc. d/b/a Par Funding ("CBSG"), I also engaged counsel to review their offerings. CBSG provided complete disclosure and allowed a review of their books and records, if needed. As a result of the disclosures and

review of the documentation, my counsel determined that the debt offered by CBSG was not a "security" in the context of applicable Supreme Court precedent and relevant law.

4. Prior to any business dealings with CBSG, I knew Joseph LaForte for several years. I have also known Lisa McElhone for several years.

5. Joseph LaForte, who I am aware he is also known as Joe Mack, Joe Macki and Joe McElhone, does not hide his past or criminal history or his past. While I was already aware of his felony record and convictions, before we engaged in any business dealings with CBSG, he again disclosed his record.

6. I am also familiar with the Merchant Cash Advance ("MCA") industry, and aware of the risks associated with the same. Neither CBSG, Mr. LaForte nor Lisa McElhone ever made any promises relating to the risk (default rate) of the investments that was inconsistent with the general risk of the industry. I am aware of the possibility of default and was not made to believe that CBSG's business was any different from others within the MCA world.

7. Prior to entering into any agreements, CBSG provided complete access to its books and records and answered all of my questions and concerns. All questions were answered openly and honestly and no one ever refused to provide an answer.

8. As a result, the Capital Fund and the National Fund invested in CBSG, see below for more detail. However, it should be noted that CBSG was not the only investment in which these funds could be invested. Regardless, all necessary disclosures were made by CBSG and also made to our investors. Specifically, Mr. LaForte's criminal history and involvement was not withheld, nor was the risk of the investment.

9. I have recently become aware of the Securities and Exchange Commission's (the "Commission") Complaint against CBSG et al. As an investor, I feel compelled to speak up.

10. The allegations in the Commission's Complaint are false. Disclosures were not withheld, Mr. LaForte's criminal history was not withheld, misrepresentations were not made, and default rates were not promises. Further, as a result of the COVID-19 pandemic, investors were presented with the option of entering into the exchange agreements, and were provided with any answers and supporting documents that they requested. As such, all information, including the relevant disclosures, were also made by the Capital Fund and National Fund to its investors.

11. Neither the Capital Fund nor the National Fund were consulted prior to the Commission's filing of the Complaint, and both funds do not agree with the actions taken by the Commission or the allegations contained within the Complaint.

12. Both funds are aware of litigation relating to CBSG and that a small portion of companies that were recipient to MCA agreements are seeking any way to get out of their required payment on the same.

13. CBSG is a legitimate business and if a receiver decides to shut it down, it will cause great damage to investors, including both the Capital Fund and the National Fund (as well as to their investors). We wish to tell the Court that we believe the business should not be liquidated and it keep operating. Further, we do not agree with the Commission's representations, and wish that the terms of our written agreements are upheld.

MCA Capital Fund I, LLC

14. I am the fund manager for the Capital Fund, which had its first investor in June 2018.

15. As one of its investments, the Capital Fund invested in CBSG, which would accept the investments twice a month.

16. CBSG issued a Note and Security Agreement to the Capital Fund requiring certain promises to be upheld. The terms did not vary or change, but were agreed to in advance. Further, all necessary disclosures were made, as discussed above.

17. Historically, the terms of all agreements were carried out as provided by CBSG. Indeed, CBSG made all applicable payments and returned the Capital Fund's principal at the end of each one year term, regardless of whether the principal was reinvested.

18. Not unlike other industries, the COVID-19 pandemic greatly affected the MCA industry. It is well known and not a surprise, in the MCA industry, a company that enters into an MCA agreement is particularly susceptible to a sudden economic downturn in the economy. Here, with the COVID-19 pandemic, CBSG was not immune to the resulting economic effects.

19. As a result, CBSG was open and honest with its investors and sought to enter into an amended agreement. It explained all reasons behind such as would answer any questions. Here, the Capital Fund had a choice to enter into the agreement or not. Under the circumstances, it was determined that the terms were fair, reasonable and in the best interest of its investors. There was no undue pressure placed upon us by CBSG.

20. Other than April and May of 2020, all investors received their agreed upon payments and/or principal returned at the expiration of their note.

21. Liquidating CBSG will place substantial sums of money at risk.

MCA National Fund, LLC

22. I am the fund manager for the National Fund and its first investor was in July of 2018.

23. As one of its investments, the National Fund invested CBSG, which would accept investments twice a month.

24. CBSG issue Notes and Security Agreements to the National Fund requiring certain promises to be upheld. The terms did not vary or change, but were agreed to in advance. Further, all necessary disclosures were made, as discussed above.

25. Historically, the terms of all agreements were carried out as provided.

26. Indeed, CBSG made all applicable payments and returned the National Fund's principal at the end of each one year term, regardless of whether the principal was reinvested.

27. As a result of the COVID-19 pandemic, CBSG was open and honest as to the effect it had on its business. As a result, CBSG sought to enter into an Exchange Agreement, which we presented the same to the funds investors. Here, the National Fund had a choice to enter into the agreement or not. Under the circumstances, it was determined that the terms were fair, reasonable and in the best interest of its investors. There was no undue pressure placed upon us by CBSG.

28. Other than April and May of 2020, all investors received their agreed upon payments and/or principal returned at the expiration of their note.

29. Shutting down CBSG will place substantial sums of money at risk.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct, to the best of my knowledge, information and belief.

Dated: July 29, 2020

David R. Alperstein, Esq.