

**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 LIFTING STAY OF THE COURT'S HAVERFORD HOME ORDER

THIS CAUSE comes before the Court upon Defendants Joseph LaForte and Lisa McElhone's Memorandum of Law in Opposition to the Receiver's Motion for Order: (1) Authorizing Receiver's Sale of All Real Property Within the Receivership Estate; and (2) Compelling Lisa McElhone and Joseph LaForte to Vacate and Surrender Haverford Home or, in the Alternative, Pay Obligations for Single-Family Homes [ECF No. 1497], filed on January 23, 2023. The Receiver filed a Reply on January 27, 2023 [ECF No. 1501].

On January 11, 2023, the Court issued a stay, [ECF No. 1488] ("Stay"), of its Order Granting Receiver's Motion to Authorize the Sale of Real Property Within the Receivership Estate and Compel Lisa McElhone and Joseph LaForte to Vacate Haverford Home or Pay Obligations [ECF No. 1486] ("Haverford Home Order"). The Stay was granted to give Defendants an opportunity to file their Opposition. Having reviewed said Opposition, the Reply, the record, and being otherwise fully advised, it is

ORDERED AND ADJUDGED that the Court's Stay of the Haverford Home Order [ECF No. 1488] is hereby **LIFTED** for the reasons set forth below.

ANALYSIS

Pursuant to the Amended Order Appointing Receiver, [ECF No. 141], the Receiver is authorized to sell and transfer clear title to all real property in the Receivership Estate. Reply at 2. The Receiver continues to demonstrate informed business judgment in its management of the Receivership Estate and seeks to convert real estate assets into cash assets to maximize investor recovery—not divest the Receivership Estate of value. Indeed, permitting the Receiver to market Receiver-Controlled Properties for sale will prevent further delay of the Receiver's ability to make distribution for the benefit of investors. *See id.* at 5. Such marketing efforts are well within the Receiver's express authority and Court approval will still be required before the selling of any property within the Receivership Estate. In sum, the Court fails to see any irreparable harm if Receiver-Controlled Properties are marketed for sale at this time.

As for the parties' rental agreement, the Receiver has clearly explained why the lease agreement between Defendants and the Receiver has not expired but has instead converted into a holdover tenancy. *See id.* at 6–9. Defendants have unjustly foisted the expense of maintaining the value of the Receiver-Controlled Properties on the Receiver by failing to meet their financial obligations, which the Receiver has had to step in to cover. *See id.* This inequitably burdens the Receivership Estate and further supports the Receiver's request to market and sell the properties at issue. *See id.* at 9.

Accordingly, it is **ORDERED AND ADJUDGED** that the Court's Stay of the Haverford Home Order [ECF No. 1488] is hereby **LIFTED** and the Receiver may proceed with the directives set forth in the Court's Haverford Home Order [ECF No. 1486].

DONE AND ORDERED in Miami, Florida, this 31st day of January, 2023.

A handwritten signature in black ink, appearing to read 'Rodolfo A. Ruiz II', written over a horizontal line.

RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE