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'S RESPONSE IN OPPOSITION TO JOSEPH LAFORTE AND LISA MCELHONE'S MOTION FOR RECONSIDERATION OF THE COURT'S ORDERS GRANTING THE RECEIVER'S MOTION TO COMPEL LISA MCELHONE AND JOSEPH LAFORTE TO VACATE AND SURRENDER THE HAVERFORD HOME

Ryan K. Stumphauzer, Esq., Court-Appointed Receiver ("Receiver") of the Receivership Entities,[1] by and through his undersigned counsel, hereby files his response in opposition to Joseph

[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; and ABFP Income Fund 6 Parallel; ABFP Multi-Strategy Investment Fund LP; ABFP Multi-Strategy Fund 2 LP; MK Corporate Debt Investment Company LLC; Fast Advance Funding LLC; Beta Abigail, LLC; New Field Ventures, LLC; Heritage Business Consulting, Inc.; Eagle Six Consulting, 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; 500 Fairmount Avenue, LLC; Liberty Eighth Avenue LLC; Blue Valley Holdings, LLC; LWP North LLC; The LME 2017 Family Trust; Recruiting and Marketing Resources, Inc.;

LaForte and Lisa McElhone's Motion for Reconsideration of the Court's Orders Granting the Receiver's Motion to Compel Lisa McElhone and Joseph LaForte to Pay Alleged Obligations or Vacate and Surrender Their Haverford Home [ECF No. 1557] (the "Motion for Reconsideration").

INTRODUCTION

Lisa McElhone and Joseph LaForte waited 87 days to challenge the Court's Orders requiring them to vacate the Haverford Home. The Court should deny the Motion for Reconsideration for several reasons. First, McElhone and LaForte cannot establish that "exceptional circumstances" exist, as required for relief under Rule 60 of the Federal Rules of Civil Procedure. Second, there is no good reason for McElhone and LaForte's nearly three-month delay in filing the motion, which was required to be filed within a "reasonable time." Third, McElhone and LaForte's arguments about whether the agreement under which they were permitted to occupy the Haverford Home was still in effect and enforceable are not supported by applicable law. Fourth, and finally, McElhone and LaForte incorrectly argue that the Receiver improperly advanced new arguments and issues in his reply on the motion seeking an order requiring McElhone and LaForte to vacate the Haverford Home. These arguments directly rebutted McElhone and LaForte's arguments on these issues from their opposition brief. For these reasons, as more fully described below, the Motion for Reconsiderations should be denied.

FACTUAL BACKGROUND

On January 10, 2023, the Receiver filed a motion seeking the Court's authorization to sell certain real property within the Receivership Estate [ECF No. 1484] (the "Motion to Authorize").

Contract Financing Solutions, Inc.; Stone Harbor Processing LLC; LM Property Management LLC; and ALB 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; and 2413 Roma Drive, Philadelphia, PA 19145.

On January 11, 2023, the Court entered an 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] (the "Haverford Home Order"). In the Haverford Home Order, the Court, among other things, ordered that "Lisa McElhone and Joseph LaForte must vacate and surrender to the Receiver the property located at 568 Ferndale Lane in Haverford, Pennsylvania ('Haverford Home') within ninety (90) days from the date of this Order," unless they paid certain outstanding obligations to the Receiver within 30 days. (Haverford Home Order at 2).

Later that day during a status conference, McElhone and LaForte requested and were granted a stay of the Haverford Home Order so they could file a response in opposition to the Receiver's Motion to Authorize. On January 23, 2023, McElhone and LaForte filed their response in opposition to the Motion to Authorize [ECF No. 1497] (the "Opposition"). In the Opposition, McElhone and LaForte argued that the Receiver could not evict them from the Haverford Home because the agreement under which they were occupying that property (the "Agreement") "expired almost a year ago and is no longer in force or effect." (Opposition at 3). It is not entirely clear what their position is, but it appears that McElhone and LaForte believe they should continue to be permitted to occupy the Haverford Home, which is Receivership Property, for free and without the permission of the Receiver.

On January 27, 2023, the Receiver filed his Reply in Further Support of Motion to Authorize Sale of Real Property [ECF No. 1501] (the "Reply"). In the Reply, the Receiver responded directly to McElhone and LaForte's argument that the Agreement was expired and no longer enforceable. Specifically, the Receiver rebutted this argument by explaining that the Agreement converted into a holdover tenancy after the initial one-year term expired. (Reply at 7).

On January 31, 2023, after considering the arguments from the parties in the Motion to Authorize, the Opposition, and the Reply, the Court entered the Order Lifting Stay of the Court's Haverford Home Order [ECF No. 1503] (the "Order Lifting Stay"). In that Order, the Court lifted the stay of the Haverford Home Order, finding that "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" and McElhone and LaForte were in breach of their obligations under that Agreement. (Order Lifting Stay at 2). As a result, the Court authorized the Receiver, among other things, to market and sell the Haverford Home and directed McElhone and LaForte to vacate and surrender the Haverford Home, subject to the terms set forth in the Haverford Home Order. (*Id.*).

McElhone and LaForte failed to pay the past due amounts to the Receiver and, therefore, they were required by operation of the Haverford Home Order and the Order Lifting Stay to vacate the Haverford Home on or before May 1, 2023. On April 28, 2023—87 days after the Court entered the Order Lifting Stay and one business day before they were required to vacate the Haverford Home—McElhone and LaForte filed the Motion for Reconsideration. In the Motion for Reconsideration, McElhone and LaForte do not identify any good cause for their nearly three-month delay in filing the Motion for Reconsideration. Rather, they argue that the Receiver misstated the applicable law in the Reply and the Court misapplied the law in granting the Order Lifting Stay. (Motion for Reconsideration at 3-4).

MEMORANDUM OF LAW

I. There are no exceptional circumstances warranting relief under Rule 60, and McElhone and LaForte did not file this motion within a reasonable time.

McElhone and LaForte cannot satisfy the standard for obtaining relief under Rule 60(b)(2). "Relief under Rule 60(b) is an extraordinary remedy which may be invoked only upon a showing of exceptional circumstances." *Enax v. Goldsmith*, 322 F. App'x 833, 835 (11th Cir. 2009)

(internal citations and quotations omitted). Mere "disagreement with the Court's ruling is an insufficient basis for reconsideration of a prior order." *Forbes v. Sec'y, Dep't of Corr.*, 20-60009-CIV, 2023 WL 2071793, at *1 (S.D. Fla. Feb. 17, 2023); *see also Clement v. Apax Partners LLP*, 2:20-CV-310-JES-MRM, 2021 WL 8200176, at *1 (M.D. Fla. July 27, 2021) (a party's "disagreement on the interpretation of cases" is not a proper basis for a Rule 60(b) motion). Thus, McElhone and LaForte's disagreement with the Court's interpretation of the caselaw the Receiver included in the Reply does not warrant relief under Rule 60. These are not the type of "exceptional circumstances" that would warrant reconsideration of or relief from an order under Rule 60.

Moreover, it is notable that McElhone and LaForte waited 87 days before filing their Motion for Reconsideration. It is not a coincidence they waited this long. The deadline for McElhone and LaForte to vacate the Haverford Home is May 1, 2023 – the very next business day after they filed the Motion for Reconsideration.

A motion filed under Rule 60(b) must be filed "within a reasonable time." Fed. R. Civ. P. 60(c)(1). The Court's "determination of what constitutes a reasonable time depends on the facts in an individual case." *Dominguez v. Circle K Stores, Inc.*, 11-23196-CIV, 2013 WL 4773629, at *4 (S.D. Fla. Sept. 4, 2013). In making this determination, the Court must consider "whether the movant had a good reason for the delay." *Id.*; *see also In re Worldwide Web Sys., Inc.*, 328 F.3d 1291, 1297–98 (11th Cir. 2003) (denying a motion to vacate where the movant waited nearly two months to seek relief and offered no good reason for the delay).

McElhone and LaForte do not provide any excuse—much less a good reason—for their nearly three-month delay in filing the Motion for Reconsideration. There have been no changed circumstances, newly discovery facts, or intervening changes in the law. Rather, there is only one explanation for this delay, and it is far from a good one. McElhone and LaForte seemingly hoped

that this eleventh-hour motion would delay their ejectment from the Haverford Home. This was not a well thought out strategy, however, as a motion filed under Rule 60(b) "does not affect the judgment's finality or suspend its operation." Fed R. Civ. P. 60(c)(2). The Court should not condone these attempted delay tactics and should deny the Motion for Reconsideration on the basis that McElhone and LaForte have no good reason for their delay and, therefore, did not file it within a reasonable time. *See* Fed. R. Civ. P. 60(c)(1).

II. The Court correctly determined that McElhone and LaForte should be ejected from the Haverford Home for breaching their obligations as holdover tenants.

A. The Court correctly concluded that an enforceable lease existed between the Receiver and McElhone and LaForte for the Haverford Home.

The Court correctly determined that a lease agreement existed between the Receiver, on the one hand, and McElhone and LaForte, on the other hand. "No particular words are required to constitute a lease." *In re Pittsburgh Sports Assocs. Holding Co.*, 239 B.R. 75, 83 (Bankr. W.D. Pa. 1999) (applying Pennsylvania law). If the term "lease" is not used in describing an agreement, a lease may be found where it is the intention of one party voluntarily to dispossess him- or herself of the premises, for consideration, and of the other to assume the possession for a prescribed period. *See Forest Glen Condominium Ass'n v. Forest Green Common Ltd. Partnership*, 900 A.2d 859 (Pa. Super. 2006); *Morrisville Shopping Center v. Sun Ray Drug Co.*, 112 A.2d 183 (Pa. 1955); *Rittenhouse 1603, LLC v. Barbera*, 2019 WL 1787475 (Pa. Super. Ct. 2019). Even if a lease does not call for a definitive "rent" to be paid, it will still constitute a lease when it "was a contract that permitted [an individual] to use the [r]esidence in exchange for consideration." *Rittenhouse 1603, LLC*, 2019 WL 1787475 (Pa. Super. Ct. Apr. 24, 2019) (internal quotations omitted) (citing *Forest Glen Condominium Association*, 900 A.2d at 865 (Pa. Super. 2006) (finding "consideration" was satisfied where appellant was permitted to occupy residence in exchange for payment of utilities, real estate taxes, special assessments, condominium assessments and insurance)).

McElhone and LaForte's arguments refuting the existence of a lease for the Haverford Home are immaterial. While the Agreement at issue does not specifically refer to an individual as "lessor" or "lessee," it clearly establishes that the Receiver controls the property at issue and McElhone and LaForte "may continue to live in Haverford" in exchange for consideration, thus creating a lease. As consideration, McElhone and LaForte agreed to pay $5,000 in rent each month in addition to the carrying costs of the three properties. "Carrying costs" have been found to be adequate consideration and, as such, cannot render the lease "vague and indefinite," as McElhone and LaForte attempt to argue. *See id.* Lastly, while the email does not pertain to a single property, it is clear via the Agreement and both parties' conduct that McElhone and LaForte were allowed to occupy the Haverford Home in exchange for payment of rent for the Haverford Home and the carrying costs of all three residences. While the Agreement does not take on the traditional form of a lease, it clearly establishes one. McElhone and LaForte's arguments do not refute that they were allowed to occupy the Haverford Home—which is Receivership Property controlled by the Receiver—in exchange for payment of rent and carrying costs, thus creating an enforceable lease.

B. The Court correctly concluded that the lease converted to a holdover tenancy, rendering McElhone and LaForte subject to the same terms and conditions as set forth in the Agreement.

McElhone and LaForte argue the lease did not convert to a holdover tenancy because the Court ordered they may be evicted at any point after paying past due arrears, instead of being able to occupy Haverford Home for a full year if they met their obligations. This argument fails to rebut the Court's determination that McElhone and LaForte were, in fact, holdover tenants subject to the terms of the original agreement. Under Pennsylvania law, when a lease for a term of years expires, and the lessee remains in possession, the landlord may, at his option, treat the lessee as a hold-over tenant; the law implies that the possession of the hold-over is subject to the same terms, conditions,

and covenants as the old lease. *Pittsburgh v. Charles Zubik & Sons, Inc.,* 171 A.2d 776 (Pa. 1961); *see also Reading Terminal Merchants Assoc. v. Rappaport Assoc.,* 456 A.2d 552 (Pa. Super. 1983); *Mack v. Fennell,* 171 A.2d 844 (Pa. Super. 1961). Absent contrary intent, it can be inferred that a holdover tenancy will convert into one for a full year. *Clairton Corp. v. Geo-Con, Inc.*, 635 A.2d 1058, 1059–60 (Pa. Super. 1993). In *Clairton*, the court concluded the holdover tenancy had converted to a month-to-month tenancy because there was evidence of negotiations prior to the expiration of the previous lease, which invoked an exception to the common law rule making the tenant liable for another full year. *Id.* at 1062.

Ultimately, McElhone and LaForte's argument is irrelevant to the Court's holding that a holdover tenancy was automatically created after the end of the original agreement. *Clairton* established that the ***existence*** of a holdover tenancy is a separate issue from the ***term*** of a holdover tenancy. *See id.* Regardless of whether McElhone and LaForte became tenants on a full-year or month-to-month basis, McElhone and LaForte have remained in possession of the real property controlled by the Receiver after the original lease expired, making McElhone and LaForte holdover tenants. Furthermore, the Agreement's provision on changing material terms does not negate McElhone and LaForte's status. As such, McElhone and LaForte are holdover tenants who cannot possess property, contrary to the landlord's desires, for free.

Additionally, the Court correctly determined that, even if McElhone and LaForte paid past due arrears, they could continue to occupy the Haverford Home, but only until such time that the Receiver filed a subsequent motion to sell the home. First, McElhone and LaForte attempt to conflate the "term" of the tenancy with the "conditions" of the tenancy to invalidate their status as holdover tenants. Their occupancy of the Haverford Home has always been subject to the terms and requirements of the Amended Receivership Order, which granted the Receiver with the

exclusive power to "take custody, control and possess[] all Receivership Property," including "all real property of the Receivership Entities" and, as such, compliance with the mandates in the Amended Receivership Order should be viewed as a condition of the lease, rather than establishing the term of the lease. (Amended Receivership Order, at 7(B), 19). Second, it can be inferred from the Amended Receivership Order that the holdover tenancy did not automatically convert to a year lease, instead invoking the exception to the common law rule as set out in *Clairton*. For the above reasons, the Court correctly determined that a holdover tenancy had been created, and that the Receiver could file a motion to sell the Haverford Home at any time thereafter.

C. The Court correctly determined that McElhone and LaForte must pay past due arrears and costs, or else they would face eviction.

Even if McElhone and LaForte were permitted to continue occupying the Haverford Home for an additional full year, rather than "until the Receiver filed a motion to sell or vacate," that would not constitute a free pass for McElhone and LaForte to live rent-free in the property, without risk of eviction. Under Pennsylvania law, landlords may seek the removal of tenants from leasehold premises based on: (1) termination of the term of the lease; (2) breach of its conditions; or (3) the tenant's failure to pay rent. 68 Pa.C.S.A. §§ 250.501, 250.503; *see also Rittenhouse 1603, LLC,* 2019 WL 1787475, at *3 (Pa. Super. Ct. Apr. 24, 2019). Holdover tenants are liable for rent to the same extent as other types of tenancy. *See e.g., Routman v. Bohm*, 168 A.2d 612 (Pa. Super. 1961) (finding holdover tenants are liable for same rent as paid under the original lease). The Receiver has sought to remove McElhone and LaForte from the Haverford Home for their failure to pay rent, as is the Receiver's right under the law for a breach of the Agreement's conditions. Whether the term of the holdover tenancy is a year, month-to-month, or some other period of time does not negate the central finding in the Court's Order: McElhone and LaForte failed to pay past due rent and other financial obligations and, thus, must vacate the premises.

III. The Receiver's Reply arguments properly rebutted McElhone and LaForte's argument in the Opposition that the agreement expired and was no longer in effect.

McElhone and LaForte argue that the Receiver improperly "invented" new arguments that he raised for the first in the Reply. (Motion at 12). This is a complete misstatement of the law. Although a party may not introduce an entirely new issue in a reply, the entire purpose of a reply is to respond to and rebut arguments the non-moving party advanced in the opposition. See S.D. Fla. Local Rule 7.1(c)(1) (reply memorandum is "strictly limited to rebuttal of matters raised in the memorandum in opposition without reargument of matters covered in the movant's initial memorandum of law"). In responding to an argument contained in a memorandum of law in opposition to a motion, the moving party is, of course, permitted to advance new facts or arguments that rebut those points from the opposition. *See Parker v. Alcon Mgmt. S.A.*, 21-14068, 2022 WL 3905872, at *3 (11th Cir. Aug. 31, 2022) (new evidence or arguments are properly included in a reply where they are "offered to rebut a point raised in an opposition brief"); *Giglio Sub s.n.c. v. Carnival Corp.*, No. 12-21680-CIV, 2012 WL 4477504, at *2 (S.D. Fla. Sept. 26, 2012), aff'd, 523 Fed. Appx. 651 (11th Cir. 2013) ("A significant difference exists, however, between new arguments and evidence, on the one hand, and rebuttal arguments and evidence, on the other."); *Stewart–Patterson v. Celebrity Cruises, Inc.*, No. 12-20902-CIV, 2012 WL 5997057, at *1 (S.D. Fla. Nov. 30, 2012) ("[N]othing in the extant authorities, or in the Federal Rules of Civil Procedure, forbids a movant from making supplemental record submissions in a reply brief to rebut specific arguments raised by the nonmovant's opposition brief.") (internal citation and quotations omitted).

The cases McElhone and LaForte rely on in support of this argument are completely inapposite. For example, McElhone and LaForte cite to *Lage v. Ocwen Loan Servicing LLC*, 145 F. Supp. 3d 1172, 1181 (S.D. Fla. 2015), aff'd, 839 F.3d 1003 (11th Cir. 2016), to argue that the

Receiver improperly introduced new issues in a reply. But they have selectively quoted from that opinion, without acknowledging the actual holding from that case on this issue:

> While raising new arguments on reply is generally inappropriate, reply evidence may contain facts not previously mentioned in the opening brief, as long as the facts rebut elements of the opposition memorandum and do not raise wholly new factual issues.

Id. In that case, U.S. District Judge Beth Bloom rejected an argument that the moving party improperly introduced a new affidavit in a reply brief, thereby preventing the non-moving party from having an opportunity to respond to these new facts. *Id*. at 1181-1182. The court concluded that the new affidavit "explicitly rebuts issues raised by Plaintiffs in response to Ocwen's original Motion." *Id*. at 1181-1182. As a result, the court rejected the request to strike the new affidavit. *Id*. That is precisely the same situation as the "new arguments" the Receiver advanced in the Reply. These arguments relating to whether there was a valid lease explicitly rebutted the following argument that McElhone and LaForte included in their Opposition:

> The Receiver claims the Defendants owe these sums pursuant to an agreement they entered with the Receiver . . . but fails to mention that the Agreement (by its own terms) expired almost a year ago and is no longer in force or effect.

(Opposition at 3). The Receiver was, of course, permitted to respond to this argument in his Reply.

The remaining cases that McElhone and LaForte cite in support of this argument are similarly distinguishable. For example, they cite the Eleventh Circuit opinion of *Kellner v. NCL (Bahamas), LTD.*, 753 Fed. Appx. 662, 665 (11th Cir. 2018). In that case, the appellant, in her initial brief, "challenged only the district court's ruling on causation" based on the exclusion of expert testimony. *Id.* After the appellee responded to that particular argument in the answer brief, the appellant introduced an entirely new argument in the reply brief regarding potential error in the district court's ruling on damages. *Id*. Neither the appellant nor the appellee addressed the issue of damages in their opening briefs and, therefore, that was an entirely new argument and not

rebuttal. Here, by contrast, the Receiver did not inject any new issues in the Reply. Rather, he was directly rebutting the specific arguments McElhone and LaForte advanced in their Opposition about whether the Agreement was in effect and enforceable.

JetSmarter Inc. v. Benson also involved a situation where the moving party raised an entirely new argument in a reply that was unrelated to any of the arguments in the motion or opposition. 17-62541-CIV, 2018 WL 2694598, at *8 n.8 (S.D. Fla. Apr. 6, 2018), report and recommendation adopted, 17-62541-CIV, 2018 WL 2688771 (S.D. Fla. Apr. 16, 2018). In that case, the moving party argued in a motion to dismiss that certain conditions precedent were required to have occurred before a stock restriction agreement could be enforced. *Id*. After the non-moving party responded to that specific argument in the opposition, the moving party raised a different and unrelated argument in the reply that the agreement was unenforceable in its entirety because its restriction on competition was geographically overbroad. *Id*. Because this was a completely different argument that was not even contemplated or addressed in the motion or opposition, the Court did not consider that argument in ruling on the motion. *Id*. By contrast, the Receiver's arguments in the Reply expressly rebut and respond to McElhone and LaForte's arguments in the Opposition about whether the Agreement was still valid or enforceable.

CONCLUSION

For the foregoing reasons, the Receiver respectfully requests that the Court deny the Motion for Reconsideration. The Receiver has conferred with counsel for the Securities and Exchange Commission regarding the Motion for Reconsideration, who has confirmed that the Commission adamantly opposes the relief McElhone and LaForte have requested in the Motion for Reconsideration. A proposed Order denying the Motion for Reconsideration and requiring McElhone and Laforte to vacate the Haverford Home forthwith is attached as Exhibit 1.

Dated: May 1, 2023

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 1, 2023, 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”

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.
_____/

[PROPOSED] ORDER DENYING DEFENDANTS JOSEPH LAFORTE AND LISA MCELHONE'S MOTION FOR RECONSIDERATION OF THE COURT'S ORDERS GRANTING THE RECEIVER'S MOTION TO COMPEL DEFENDANTS JOSEPH LAFORTE AND LISA MCELHONE TO VACATE AND SURRENDER THE HAVERFORD HOME

THIS CAUSE comes before the Court upon Defendants Joseph LaForte and Lisa McElhone's ("Defendants") Motion for Reconsideration of the Court's Orders Granting the Receiver's Motion to Compel Defendants Joseph LaForte and Lisa McElhone to Vacate and Surrender the Haverford Home [ECF No. 1557] (the "Motion for Reconsideration"). This Court has reviewed the Motion for Reconsideration, as well as the Receiver's Response to the Motion for Reconsideration [ECF No. ____], ordered by this Court to be filed on an expedited basis [*see* Paperless Order, ECF No. 1558].

Accordingly, it is hereby **ORDERED AND ADJUDGED** that:

1. Defendants' Motion for Reconsideration is **DENIED**.

2. Defendants failed to file a Motion for Reconsideration within a reasonable time under Fed. R. Civ. P. 60.

3. To the contrary, Defendants waited until the eve of eviction to file their Motion for Reconsideration in a transparent attempt to extend their tenancy in a Receivership property without paying the rent and expenses they owe to the Receiver.

4. Defendants are hereby evicted from 568 Ferndale Lane, Haverford PA 19041 (the "Haverford Home") for breaching their obligations as holdover tenants.

5. The Receiver is granted exclusive possession of the Haverford Home at 12:00 p.m. on Friday, May 5, 2023.

6. Pursuant to Paragraph 22 of Amended Order Appointing Receiver [ECF No. 141], if Defendants have not vacated and turned over all keys and codes to the Haverford Home to the Receiver or his agents by 12:00 p.m. on May 5, 2023, the U.S. Marshals Service in the Eastern District of Pennsylvania is hereby **ORDERED** to assist the Receiver in carrying out his duties to take possession, custody, and control of the Haverford Home.

DONE AND ORDERED in Miami, Florida, this _____ day of May, 2023.

_____
RODOLFO A. RUIZ II
UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record