

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

Case No: 6:21-cv-694-CEM-DCI

HARBOR CITY CAPITAL CORP.,  
HARBOR CITY VENTURES, LLC,  
HCCF-1 LLC, HCCF-2 LLC, HCCF-3  
LLC, HCCF-4 LLC, HCCF-5 LLC,  
HARBOR CITY DIGITAL VENTURES,  
INC., HCC MEDIA FUNDING, LLC,  
JONATHAN P. MARONEY, CELTIC  
ENTERPRISES, LLC and TONYA L.  
MARONEY,

Defendants.

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**ORDER**

This cause comes before the Court for consideration without oral argument on the following motion:

**MOTION: Unopposed Motion for Extension of Deadline to Apply for Default Judgments Pursuant to Local Rule 1.10(c) (Doc. 59)**

**FILED: June 16, 2021**

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**THEREON it is ORDERED that the motion is GRANTED.**

In this action brought by the Securities and Exchange Commission (the SEC), the SEC has sought and obtained—on May 19, 2021--Clerk’s defaults against Defendants Harbor City Capital Corp., Harbor City Ventures LLC, HCCF-1 LLC, HCCF-2 LLC, HCCF-3 LLC, HCCF-4 LLC, HCCF-5 LLC, Harbor City Digital Ventures, Inc., HCC Media Funding LLC (the Corporate

Defendants) and Relief Defendant Celtic Enterprises LLC (Celtic). *See* Docs. 43, 44, 45, 49, 50, 51, 52, 53, 54, 55. Defendant Jonathan Maroney, however, has appeared through counsel, and Defendant Maroney's liability in this case remains unresolved.

So, given the Court's 35-day deadline for seeking a default judgment set forth in Local Rule 1.10(c), the SEC now moves without opposition for an extension of that deadline allowing the SEC to seek a default judgment against the Corporate Defendants and Celtic after this case has been resolved as to Defendant Maroney. Doc. 59 (the Motion).

“[I]n cases involving more than one defendant, a judgment . . . should not be entered against a defaulting party alleged to be jointly liable, until the matter has been adjudicated with regard to all defendants.” *Nationwide Mut. Fire Ins. Co. v. Creation's Own Corp.*, Case No. 6:11-cv-1054-Orl-28DAB, 2011 WL 6752561, at \*5 (M.D. Fla. Nov. 16, 2011) (citing *Frow v. De La Vega*, 82 U.S. 552 (1872)). As the Court explained:

[I]f the plaintiff prevails against the nondefaulting defendants, he is entitled to judgment against both the defaulting and nondefaulting defendants, but if the nondefaulting party prevails against the plaintiff, in most cases, that judgment will accrue to the benefit of the defaulting defendant, unless that defense is personal to that defendant.

*Id.* The purpose behind this result is the prohibition against logically inconsistent judgments. *See Frow*, 82 U.S. at 554. “This district has followed *Frow* and has been sensitive to the risk of inconsistent judgments.” *Nationwide*, 2011 WL 6752561 at \*6 (citing authority).

In the Motion, the SEC explains that although Defendant Maroney and Relief Defendant Tonya Maroney consented to the entry of the Preliminary Injunction in this case, “the issues of liability, disgorgement and any civil penalty for which they may be responsible for, remain outstanding.” Doc. 59 at 2. Further, due to Defendant Maroney's corporate role in relation to the Corporate Defendants and Celtic, “he may be found to be jointly and severally liable for

disgorgement along with the Corporate Defendants and Celtic.” *Id.* at 3. Thus, in line with *Frow*, the Court agrees that the relief requested by the SEC is appropriate.

Accordingly, it is **ORDERED** that:

1. The Motion (Doc. 59) is **GRANTED**; and
2. The SEC may file a motion for default judgment against the Corporate Defendants and Celtic but must do so no later than 14 days after the claims against Defendant Maroney have been resolved.

**ORDERED** in Orlando, Florida on June 17, 2021.

  
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DANIEL C. IRICK  
UNITED STATES MAGISTRATE JUDGE

Copies furnished to:

Counsel of Record  
Unrepresented Parties