

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:09-cv-87-T-26TBM

ARTHUR NADEL,
SCOOP CAPITAL, LLC,
SCOOP MANAGEMENT, INC.

Defendants,

SCOOP REAL ESTATE, L.P.
VALHALLA INVESTMENT PARTNERS, L.P.,
VALHALLA MANAGEMENT, INC.
VICTORY IRA FUND, LTD,
VICTORY FUND, LTD,
VIKING IRA FUND, LLC,
VIKING FUND, LLC, AND
VIKING MANAGEMENT,

Relief Defendants.

ORDER

This matter having come before the Court on motion by Burton W. Wiand, as Receiver ("Receiver") for Scoop Capital, LLC, Scoop Management, Inc., Scoop Real Estate, L.P., Valhalla Investment Partners, L.P., Victory IRA Fund, Ltd., Victory Fund, Ltd., Viking IRA Fund, LLC, Viking Fund LLC, Valhalla Management, Inc., Viking Management, LLC, Venice Jet Center, LLC, Tradewind, LLC, Laurel Mountain Preserve, LLC, Laurel Preserve, LLC, Laurel Mountain Preserve Homeowners Association, Inc., Marguerite J. Nadel Revocable Trust UAD 8/2/07, Guy-Nadel Foundation, Inc., Lime Avenue Enterprises, LLC, A Victorian Garden Florist, LLC,

Viking Oil & Gas, LLC, Traders Investment Club, Home Front Homes, LLC, Summer Place Development Corp., Respiro, Inc., and Quest Energy Management Group, Inc., and all other entities subject to receivership pursuant to the Court's orders appointing and reappointing Receiver and expanding receivership in the proceeding styled Securities & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action") (collectively, the "Receivership Entities"), to approve the Settlement Agreement with Choice Direct Mail, Inc. ("Choice Direct") f/k/a Carnegie Marketing Associates, Inc. ("CMA") and Ty Hardin ("T. Hardin") (collectively the "Transferees") (Dkt. [107]);

And due and proper notice of the motion having been given;

And the Court having considered the moving papers and any other filings relating to the Receiver's motion;

UPON DUE CONSIDERATION, it is **ORDERED AND ADJUDGED** that the Receiver's Motion to Approve Settlement (Dkt. [107]) is **GRANTED**.

IT IS FURTHER ORDERED that the Court specifically approves the written Settlement Agreement entered into between the Receiver and the Transferees that is attached to the Receiver's motion as Exhibit A (the "Settlement Agreement") and incorporated herein by reference. The Transferees and any other party in possession of those assets identified in the Settlement Agreement, including but not limited to the shares of Choice Direct (f/k/a CMA), are directed to turnover these assets to the Receiver within the time frame set forth in the Settlement Agreement;

IT IS FURTHER ORDERED that the Court finds that the settlement between the Receiver and the Transferees presented to the Court is a fair, equitable, reasonable,

adequate, and good faith settlement of the claims identified in the Settlement Agreement the Receivership estate and the Receivership Entities may have against the Transferees;

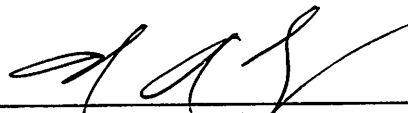
IT IS FURTHER ORDERED that the Receiver is authorized to enter into and complete the settlement with the Transferees in accordance with the requirements of the Settlement Agreement;

IT IS FURTHER ORDERED that Defendants/Judgment Debtors Donald Rowe, individually and in his capacity as Trustee of the Wall Street Digest Defined Benefit Pension Plan (“D. Rowe”), Joyce Rowe (“J. Rowe”), and Carnegie Asset Management, Inc. (collectively, “Defendants” or “Judgment Debtors”), together with their respective heirs, trustees, executors, administrators, legal representatives, agents, successors, and assigns, are permanently enjoined and barred from commencing or pursuing a claim, action, or proceeding of any kind and in any forum against the Transferees, their parents, subsidiaries, and affiliates, and their respective present and former officers, directors, employees, shareholders, principals, partners, members, managing members, member managers, agents, and successors that arises from or relates to Choice Direct Mail, Inc. (“Choice Direct”) f/k/a Carnegie Marketing Associates, Inc. (“CMA”) and/or assets transferred from Judgment Debtors to Transferees, including, but not limited to, any claims by Judgment Debtors against Transferees arising from any obligations to Joyce A. Rowe or the Joyce A. Rowe Revocable Trust for payment of consideration related to T. Hardin’s purchase of 100% of the stock of CMA, subsequently merged into Choice Direct.

IT IS FURTHER ORDERED that the aforementioned injunction and bar does not confer on Judgment Debtors any right or recourse other than as provided to them by any applicable law or statute;

IT IS FURTHER ORDERED that under the circumstances of this matter, including the need to bring finality to the resolution of potential claims between the Receiver and the Transferees for the benefit of defrauded investors with allowed claims, there is no just reason for delay of entry of a final judgment approving the Settlement Agreement. Accordingly, the Clerk of the Court is directed to enter this Order as a final judgment.

DONE AND ORDERED at Tampa, Florida, on February 3, 2014.



RICHARD A. LAZZARA
UNITED STATES DISTRICT JUDGE

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Counsel of Record