

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

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

Defendants.

CASE NO.: 8:09-cv-0087-T-26TBM

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, LLC.

Relief Defendants.

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**RECEIVER'S AMENDED, UNOPPOSED, VERIFIED MOTION FOR  
APPROVAL OF SALE OF REAL PROPERTY LOCATED  
IN SARASOTA, SARASOTA COUNTY, FLORIDA**

Burton W. Wiand, as Receiver (the "**Receiver**"), respectfully moves the Court for an order, in substantially the form attached as **Exhibit 1**, (a) authorizing him to sell certain real property free and clear of all claims, liens, and encumbrances, and (b) relieving him from certain provisions of 28 U.S.C. § 2001.

## INTRODUCTION

The Receivership estate holds title to residential real property located at 464 Golden Gate Point, Unit 703, Sarasota, Sarasota County, Florida (the “**Property**”) pursuant to an order of this Court dated January 28, 2010. *See* Doc. 327. Following the entry of that order, Neil V. Moody (“**Moody**”) in his capacity as Trustee of the Neil V. Moody Revocable Trust Agreement dated February 9, 1995 transferred title and possession of the Property to the Receiver. The Receiver has listed the Property for sale through a real estate broker for several years and has finally received a fair offer to purchase the Property for \$2,300,000. The offer is also consistent with several recent appraisals, which valued the Property between \$2,000,000 and \$2,450,000. The appraisals are attached as **Exhibits 2, 3, and 4**. As explained below, in addition to the Receivership’s interest in the sale proceeds, there are liens on the Property that could exceed its sale price, but the Receiver believes the validity and satisfaction of the liens can be resolved after the Court grants this motion transferring title to the purchasers (the “**Purchasers**”).

The Receiver believes the current offer represents a fair and reasonable price for the Property and believes it is in the Receivership estate’s best interests to proceed with its sale. The Receiver requests the Court grant this motion before resolving the liens on the Property and the Receivership’s right to all or a portion of the sale proceeds because the Receiver has been attempting to sell the Property for approximately 5 years, but until now, he had only received inadequate offers. Indeed, the proposed purchase price is \$650,000 higher than two such offers from 2012. The disputed encumbrances will simply transfer to the sale proceeds, which the Receiver will hold in trust pending the Court’s determination of the liens and the

Receivership's interests. This procedure will protect the lien holders' potential interests in the Property while also allowing the sale to close in a timely manner. Importantly, the Court has previously followed this procedure at least twice before in this Receivership in connection with other real estate sales. *See* Docs. 842, 1151 (granting motion to approve sale and transferring lien to sale proceeds).

### **BACKGROUND**

On January 21, 2009, the Securities and Exchange Commission (the "**Commission**") initiated this action to prevent the defendants from further defrauding investors of hedge funds operated by them. That same day, the Court entered an order appointing Burton W. Wiand as Receiver for Defendants Scoop Capital, LLC, and Scoop Management, Inc., and Relief Defendants Scoop Real Estate, L.P.; Valhalla Investment Partners, L.P.; Valhalla Management, Inc.; Victory Fund, Ltd.; Victory IRA Fund, Ltd.; Viking IRA Fund, LLC; Viking Fund, LLC; and Viking Management, LLC (Doc. 8) (the "**Order Appointing Receiver**"). The Court subsequently granted several motions to expand the scope of the Receivership to include other entities owned or controlled by Arthur Nadel ("**Nadel**"). *See generally* Docs. 17, 44, 68, 81, 153, 172, 454, 911, 916, 1024. All of the entities in receivership are collectively referred to as the "**Receivership Entities.**" Pursuant to the Order Appointing Receiver, the Receiver was directed to, *inter alia*, administer and manage the business affairs, funds, assets, choses in action, and any other property of the Receivership Entities.

### **The Property**

The Property was used as Moody's primary residence prior to the Receiver taking possession of it in 2010. Shortly after his appointment, the Receiver learned that Moody collected over \$23 million of investors' funds between 2003 and 2008 in the form of "management" and "advisory" fees. Moody obtained the primary mortgage with an initial principal balance of \$956,000 and a home equity line of credit with an initial balance of \$880,000 at the time he purchased the Property on May 23, 2006. The Receiver filed a motion for possession of and title to the Property. *See* Docs. 324, 325. The Court granted the Receiver's motion on January 28, 2010. *See* Doc. 327.

The Property is a luxury waterfront condominium unit located on the Golden Gate Point peninsula in downtown Sarasota, Florida. Unit 703 has approximately 3,490 square feet of living space and includes a 65-foot boat dock (slip #9), a two-car garage and a storage unit. The Property has received no significant improvements since it has been in the Receiver's possession. The Receiver had the unit painted upon taking possession. The Sarasota County Tax Department lists the assessed value of the Property as \$1,832,300.

### **The Encumbrances On The Property**

#### **a. Wells Fargo Bank, N.A. and Bank of America, N.A.**

The Property is encumbered by several liens. Wells Fargo Bank, N.A. ("Wells Fargo") is loan servicer for Bank of America, N.A. (BOFA) on the loan Moody obtained when he purchased the Property. Wells Fargo also issued a home equity line of credit to Moody upon his purchase of the Property

BOFA had initiated a foreclosure proceeding, which was pending at the time Receiver took possession of the Property. On February 1, 2010, the Receiver filed in the foreclosure proceeding a Notice of Filing accompanied by this Court's January 28, 2010, Order, the Order Appointing Receiver, the Order of Preliminary Injunction and Other Relief as to Defendants Scoop Capital, LLC and Scoop Management, Inc. and All Relief Defendants, and an Order Reappointing Receiver. Further, on February 25, 2010, a copy of the January 28, 2010, Order was recorded in the Sarasota County public records. *See* Doc 755. Neither bank ever filed a claim in the Receivership Proceeding relating to either of the two loans.

However, Wells Fargo filed an objection (Doc. 689) to the Receiver's motion for claim determination (Doc. 675), and this Court specifically deferred ruling on the treatment and priority of the secured and unsecured claims asserted by Wells Fargo, its affiliates and BOFA. In addition, in early 2012, Wells Fargo requested leave to file late proof of claims (Doc. 740) and the Court also deferred ruling on Wells Fargo's motion pending the outcome of the case of *Wiand v. Wells Fargo Bank, N.A. and Timothy Ryan Best*, Case Number 12-cv-557-T-27EAJ (M.D. Fla.) (the "**Wells Fargo Litigation**"). *See* Doc. 955. While summary judgment was recently entered against the Receiver in that case on all counts, he has filed a notice of appeal.

As of April 8, 2014 the amount due on the primary loan was \$1,325,431.62, as represented by counsel for Wells Fargo. As of April 8, 2014, the amount due on the second loan was \$936,358.60, as represented by counsel for Wells Fargo.

b. **La Bellasara Condominium Association, Inc.**

The Receiver is also aware of a potential lien in favor of La Bellasara Condominium Association, Inc. (the “**Association**”). Since taking possession of the Property in 2010, the Receiver has been contacted several times by the Association about paying past-due condominium assessments. The Association also requested permission from the Receiver to partially lift the stay to allow it to record a lien and potentially foreclose against the Property. The Association alternatively asked whether the Receiver would agree to the Association’s recording of a lien and contemporaneously agree to a payment plan for past-assessments. The Receiver advised the Association that he would not agree to either proposal, and he would object to any motion it filed. The Receiver also advised the Association that it would have an opportunity to address its interests when he moves the Court to approve the sale of the Property. As of March 13, 2015, the unpaid, past-due condominium assessments totaled approximately \$154,626.30.

While the Receiver intends to convey title free and clear of all claims, liens, and encumbrances, including Wells Fargo’s, BOFA’s, and the Association’s encumbrances, as discussed below, if the sale underlying this motion is approved, Wells Fargo’s, BOFA’s and the Association’s interests still will be protected because their encumbrances will shift to the proceeds of the sale, which will be held by the Receiver in a segregated account pending further order of the Court. After the sale closes, the Purchaser will become responsible for

all future (*i.e.*, post-closing) fees and assessments charged by the Association in connection with the Property.<sup>1</sup>

**c. The Receiver's Marketing Efforts and the Offer to Purchase the Property**

The Receiver began marketing the Property in 2010, listing the property for sale through his website, www.nadelreceivership, in a specific "Assets for Sale" section. The Receiver also engaged the services of Sharon Chiodi of Schemmel Property Group - Premier Sothebys' International Realty in 2010 to market the Property. Between 2010 and 2015, the Property was listed for sale between \$2,320,000 and \$2,495,000. Over the past five years, the Receiver was presented with nine offers ranging from \$1,650,000 to \$2,300,000. The dates and amounts of the offers are as follows:

<b>Date</b>	<b>Offer</b>
10/22/2010	\$ 2,260,000.00
8/26/2012	\$ 1,900,000.00
8/27/2012	\$ 1,650,000.00
11/21/2012	\$ 1,650,000.00
2/12/2013	\$ 1,700,000.00
7/7/2014	\$ 2,000,000.00
12/17/2014	\$ 1,900,000.00
1/5/2015	\$ 2,000,000.00
2/11/2015	\$ 2,300,000.00

Now, the Receiver has received an all cash offer of \$2,300,000 from the Purchasers. The Receiver has accepted this offer, subject to the Court's approval. As such, the Receiver entered into a Purchase and Sale Agreement with the Purchasers, a copy of which is attached hereto as **Exhibit 5**. The Receiver intends to convey title, free and clear of all claims, liens,

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<sup>1</sup> The Receiver's original motion was amended to add this sentence. There are no other changes.

and encumbrances, by Receiver's Deed in substantially the form as attached as **Exhibit 6** (allowing for any changes necessary to obtain title insurance), with all liens, claims and encumbrances attaching to the proceeds to the sale.

The Receiver believes the proposed offer is reasonable in light of the current market conditions, the appraised value of the property, and the length of time the property has sat on the market. In the five-year period since the Receiver began marketing the Property, all other offers were for less than the Receiver's estimated fair market value. By rejecting those offers, the Receiver will have recovered as much as \$650,000 in additional funds for the Receivership estate if the Court approves this motion.

#### **MEMORANDUM OF LAW**

#### **I. THE COURT HAS BROAD POWERS OVER THIS RECEIVERSHIP'S ADMINISTRATION**

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the



receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). The goal of a receiver charged with liquidating assets is to obtain the best value available under the circumstances. *Fleet Nat'l Bank v. H & D Entertainment, Inc.*, 926 F. Supp. 226, 239-40 (D. Mass. 1996) (citations omitted). Further, the paramount goal in any proposed sale of property of the estate is to maximize the proceeds received by the estate. *See, e.g., Four B. Corp. v. Food Barn Stores, Inc.*, 107 F.3d 558, 564-65 (8th Cir. 1997).

The relief sought in this motion falls squarely within the Court's powers and is in the best interests of defrauded investors and the Receivership estate. That relief is also consistent with precedent, which establishes that a court of equity – like this one in these proceedings – may authorize the sale of property free and clear of all claims, liens, and encumbrances. *See, e.g., Miners' Bank of Wilkes-Barre v. Acker*, 66 F.2d 850, 853 (3d Cir. 1933); *People's-Pittsburgh Trust Co. v. Hirsch*, 65 F.2d 972, 973 (3d Cir. 1933). In part, a court has this authority because when a court of competent jurisdiction takes possession of property through its officers – like this Court has done with the Property through the Receiver – it has jurisdiction and authority to determine all questions about title, possession, and control of the property. *Isaacs v. Hobbs Tie & Timber Co.*, 282 U.S. 734, 737-38 (1931).

Generally, courts authorize a sale of encumbered property when there is a reasonable prospect that a surplus will be left for distribution among creditors. *See Bogosian v. Foederer Tract Comm., Inc.*, 399 A.2d 408, 414 (Pa. Super. Ct. 1979). Here, the Receiver believes Wells Fargo and BOFA have no right to any proceeds from the sale of the Property because they failed to file timely proof of claim forms. Importantly for Wells Fargo, BOFA,

and the Association, although the Court can order the Property's sale free and clear of all claims, liens, and encumbrances, those claims, liens, and encumbrances do not evaporate. Rather, upon sale of the Property, Wells Fargo's, BOFA's, and the Association's purported encumbrances will transfer to the sales proceeds. *Bogosian*, 399 A.2d at 414 (citing *Buss Mach. Works v. Watsonstown Door and Sash Co.*, 2 F. Supp. 757 (M.D. Pa. 1933)) ("Under the broad equity powers of the court, it can, under proper circumstances, order a sale of property free and divested of liens by transferring the liens to the fund derived from the sale."); *In re Franklin Brewing Co.*, 249 F. at 335 (noting transfer of liens to proceeds of sale of collateral); *see also Acker*, 66 F.2d at 852; *Novor v. Fourth Street Bargain Store Co.*, 145 A. 119, 120 (Del. Ch. 1929) ("[L]ien claimants ought to be permitted to look to the proceeds as a substitute for the property."). As such, a sale of the Property free and clear of all claims, liens, and encumbrances will not prejudice Wells Fargo's, BOFA's, or the Association's potential interest; rather, granting the relief requested herein will simply shift the claimed encumbrances from the Property to the sale proceeds, which the Receiver will then hold pending further order from the Court. This will allow for a full resolution of interests in the sale proceeds while still allowing the sale to close without further impairing the Property's value for the Receivership estate. Importantly, the Court has previously followed this procedure at least twice before in this Receivership. *See* Docs. 842, 1151 (granting motion to approve sale and transferring lien to sale proceeds).

## II. THE COURT HAS THE POWER TO DEVIATE FROM THE REQUIREMENTS OF 28 U.S.C. § 2001, AND THAT IS WARRANTED UNDER THE CIRCUMSTANCES HERE

Pursuant to 28 U.S.C. § 2001, property in the possession of a receiver may be sold by private or public sale. 28 U.S.C. § 2001. Specifically, subsection (b) establishes the following procedures for a private sale of real property:

(b) After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale.

28 U.S.C. § 2001(b) (“**Section 2001(b)**”).

Notwithstanding the language of Section 2001, district courts are afforded wide discretion in overseeing the sale of real and personal property in equity receiverships. Any action taken by district courts in the exercise of this discretion is subject to great deference by appellate courts. *See United States v. Branch Coal*, 390 F. 2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver’s appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to defrauded investors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368,

372 (5th Cir. 1982) (court overseeing equity receivership enjoys “wide discretionary power” related to its “concern for orderly administration”) (citations omitted).

**A. The Statutory Appraisal Requirements Under Section 2001(b)**

Pursuant to Section 2001(b), a court may order the sale of real estate after (i) the completion of three appraisals, of which the proposed sale price may not occur at less than two-thirds of the average appraised value; and (ii) the advertisement of the terms of the proposed sale in such newspaper(s) of general circulation as directed by the court. 28 U.S.C. § 2001(b). Here, the Receiver obtained three appraisals that value the Property between \$2,000,000 and \$2,450,000. These appraisals were conducted between August 7, 2014 and August 15, 2014. The proposed sale price of \$2,300,000 is well in excess of two-thirds of the appraised value as required by 28 U.S.C. § 2001(b). The Receiver believes he has fully complied with the statutory appraisal requirement.

**B. Waiver Of The Statutory Notice Provisions Under Section 2001(b) Is Warranted**

Section 2001(b) also contemplates that the terms of a proposed sale will be advertised in such newspaper(s) of general circulation as directed by the Court. 28 U.S.C. § 2001(b). The Receiver believes that full compliance with the statutory notice procedure set forth in Section 2001(b) could derail the sale of the Property. Given the existence of a ready and willing all-cash buyer, as well as the lack of any actual or potential claims to the Property other than those described herein, which will transfer to the sale proceeds, the Receiver requests that the Court authorize deviation from the statutory notice requirement associated with the proposed sale of the Property. *See Billion Coupons, Inc.*, 2009 WL 2143531 at \*3

(relieving receiver of compliance with statutory provisions of 28 U.S.C. § 2001 where sufficient safeguards existed and proposed procedure would maximize net sales proceeds).

Further, the Receiver believes that full compliance with the statutory notice requirement of Section 2001(b) is unnecessary in light of the substantial marketing and advertising efforts undertaken by the Receiver and his listing agents for approximately five years. The Receiver will be posting a copy of this motion on his website, [www.nadelreceivership.com](http://www.nadelreceivership.com), immediately after filing, which will be publicly available. Thus, the Receiver requests that the Court either waive Section 2001(b)'s notice provision, or in the alternative, find that the Receiver's efforts in marketing and listing the Property are in compliance with Section 2001(b). Again, such deviation is necessary in part because the all-cash-purchasers could walk away from this transaction.

### **CONCLUSION**

The Receiver moves the Court for entry of an order in substantially the form of the proposed Order attached as Exhibit 1 to (1) sell the Property by private sale in accordance with the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit 5 and free and clear of all claims, liens, and encumbrances; and (2) approve the appointment *nunc pro tunc* of appraisers Mary L. Patterson of Patterson Appraisal, Inc., Gregg G. Haarer of West Shore Appraisal Company, Inc., and Donald L. Saba of Saba & Associates under 28 U.S.C. § 2001(b). The Receiver will hold the proceeds of the sale in trust in a segregated account until the Receiver, Wells Fargo, BOFA, and the Association have an opportunity to address their respective entitlements to all or a portion of the sale proceeds.

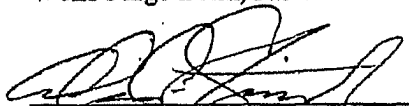
**CERTIFICATE UNDER LOCAL RULE 3.01(g)**

Undersigned counsel for the Receiver has conferred with counsel for the SEC and is authorized to represent to the Court that the SEC does not oppose the relief requested in this motion. Undersigned counsel has conferred with counsel for the Association and, as reflected in the following consent, is authorized to represent to the Court that the Association does not oppose the relief requested in this motion. Counsel for the Receiver has also conferred with counsel for Wells Fargo (and Bank of America through Wells Fargo, as servicer), and as reflected in the following consents, is authorized to represent to the Court that they do not oppose the relief requested in this motion. The Association, Wells Fargo, and Bank of America do not waive any rights to assert an entitlement to all or a portion of the sale proceeds by not opposing this motion to approve the sale and expressly reserve any and all such rights. In addition, nothing set forth in this Motion is intended, nor shall be deemed, to modify, limit, release, reduce, or waive any of Wells Fargo's, Bank of America's, the Association's, or the Receiver's rights, claims, remedies, causes of action, or privileges at law or in equity, all of which are specifically preserved.

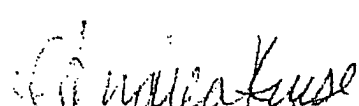
**CONSENT OF INTERESTED PARTY**

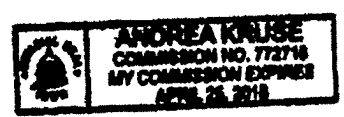
Wells Fargo Bank, N.A., does hereby consent to the relief requested in this Motion and does hereby agree and acknowledge that upon entry of the order consented to hereunder that the property described in the mortgage recorded in the Official Record Instrument No. 2006096987 shall forever be released from said mortgage and any lien will attach solely to the proceeds from the sale, not to the property described in the mortgage. By signing below, Wells Fargo Bank, N.A., does not waive any rights to assert an entitlement to all or a portion of the sale proceeds, and it expressly reserves any and all such rights.

Wells Fargo Bank, N.A.

 4/9/15  
By: Andrew C. Swinehart  
As Its: Vice President

The foregoing instrument was acknowledged and sworn to and subscribed before me on this 9 day of April 2015 by Andrew C. Swinehart, as Vice President for Wells Fargo Bank, N.A., who is personally known to me, or who has produced personally known as identification.


  
NOTARY PUBLIC Andrea Kruse  
My Commission Expires: April 25, 2018  
(SEAL)



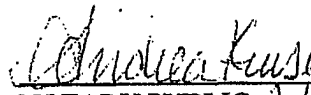
**CONSENT OF INTERESTED PARTY**

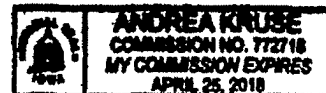
Bank of America, N.A., does hereby consent to the relief requested in this Motion and does hereby agree and acknowledge that upon entry of the order consented to hereunder that the property described in the mortgage recorded in the Official Record Instrument No. 2006096985 and the Lis Pendens recorded in the Official Record Instrument No. 2009127253 shall forever be release from said mortgage and the litigation referenced in said Lis Pendens and any lien and the effect of the litigation referenced in the Lis Pendens will attach solely to the proceeds from the sale, not to the property described in the mortgage and said Lis Pendens. By signing below, Bank of America, N.A., does not waive any rights to assert an entitlement to all or a portion of the sale proceeds, and it expressly reserves any and all such rights.

Bank of America, N.A.

 4/9/15  
By: Andrew C. Swinehart  
As Its: Vice President

The foregoing instrument was acknowledged and sworn to and subscribed before me on this 9 day of April 2015 by Andrew C. Swinehart, as Vice President for Bank of America, N.A, who is personally known to me, or who has produced personally known as identification.

  
NOTARY PUBLIC Andrea Kruse  
My Commission Expires: April 25, 2018  
(SEAL)





CONSENT OF INTERESTED PARTY

The undersigned, on behalf of and with the authority of La Bellasara Condominium Association, Inc., on this 30<sup>th</sup> day of March, 2015, does hereby consent to the relief requested in this Motion. By signing below, La Bellasara Condominium Association does not waive any rights to assert an entitlement to all or a portion of the sale proceeds, and it expressly reserves any and all such rights.

La Bellasara Condominium Association, Inc.,  
a Florida non-profit corporation

R. A. Ward  
By: RONALD A. WARD  
As Its: PRESIDENT LABELLASARA CONDO ASSOC.

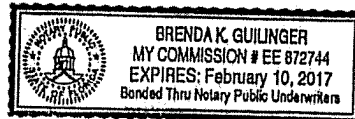
BEFORE ME, the undersigned authority, personally appeared Ronald A. Ward, who is personally known to me, or who has produced FL Driver's License as identification.

SWORN TO AND SUBSCRIBED before me,  
this 30<sup>th</sup> day of March, 2015.

Brenda K. Guilinger  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)



**VERIFICATION OF RECEIVER**

I, Burton W. Wiand, Court-Appointed Receiver in the above-styled matter, hereby certify that the information contained in this Motion is true and correct to the best of my knowledge and belief.

**s/ Burton W. Wiand**  
Burton W. Wiand, Court-Appointed Receiver

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on April 15, 2015, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send electronic notice of service to counsel for Wells Fargo, Bank of America, and the Association.

**s/Gianluca Morello**

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*Attorneys for the Receiver regarding the Association*

**s/Sean P. Keefe**

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*Attorneys for the Receiver regarding Wells Fargo*