

**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 UNOPPOSED MOTION FOR  
APPROVAL OF TRANSFER OF TITLE TO VEHICLE**

Burton W. Wiand, as Receiver, moves the Court to approve transfer of title to a 2006 Subaru Legacy Outback, VIN 4S4BP61C667338496 (“the Subaru”), titled in the name of Venice Jet Center, LLC (the “VJC”) to Tradewind, LLC (“Tradewind”) to be insured and maintained, and ultimately sold for the benefit of the Receivership.

**MEMORANDUM IN SUPPORT**

Mr. Wiand was appointed Receiver over all defendants and relief defendants, other

than Arthur Nadel, and over the VJC, Tradewind, and other entities (collectively, the “Receivership Entities”). (*See* Order Reappointing Receiver (Doc. 140); Order, July 15, 2009 (Doc. 153); Order, Aug. 10, 2009 (Doc. 172).)

The Subaru was originally titled to Arthur Nadel. The Receiver took control of the title and the vehicle after the Federal Bureau of Investigation (“FBI”) delivered the title to him. In a July 2009 Order (“July Order” (Doc. 145)), the Court authorized the Receiver to transfer title of the Subaru to the VJC. The Receiver sought this transfer because at the time the Subaru was in a secure facility at the VJC, and the VJC was in a position to insure and maintain the Subaru. Although the Subaru was not an asset of the VJC, at that time the Receiver contemplated that the Subaru would ultimately be sold along with the VJC’s assets (*See* Motion for Approval of Disposition of Vehicle (Doc. 144)). The Receiver no longer believes that disposing of the Subaru with the assets of the VJC is in the best interests of the Receivership.

The Receiver has negotiated an asset purchase agreement (“the Agreement”) with a prospective purchaser (“the Purchaser”) for the assets of the VJC.<sup>1</sup> As part of those negotiations, the Purchaser expressed interest in including the Subaru among the assets subject to the Agreement, but refused to pay any additional funds to do so. The Receiver believes that including the Subaru among the assets covered by the Agreement without receiving any additional funds for it is not in the best interests of the Receivership. Consequently, the Receiver believes that the interests of the Receivership and the defrauded investors would be better served by transferring title of the Subaru to Tradewind and selling

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<sup>1</sup> The Receiver intends to submit a motion to approve the asset purchase agreement to the Court in the near future.

the vehicle independently from the VJC's assets.

Tradewind, as a Receivership entity, is in a position to insure and maintain the Subaru. Transfer of the Subaru to Tradewind will allow orderly disposition of the asset and maximization of the benefit of its disposition to the Receivership. Also, the Receiver's counsel determined the Tax Collector's office will process transfer of title to Tradewind without any charge if presented with an order from this Court authorizing the transfer of title.

WHEREFORE, the Receiver moves the Court to enter an order authorizing the transfer of title to the Subaru to Tradewind, LLC.

**LOCAL RULE 3.01(g) CERTIFICATE OF COUNSEL**

The undersigned counsel for the Receiver is authorized to represent to the Court that the SEC has no objection to the Court's granting this motion.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on November 19, 2009, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I further certify that I mailed this document and the notice of electronic filing by first-class mail to the following non-CM/ECF participants:

Arthur G. Nadel  
Register No. 50690-018  
MCC New York  
Metropolitan Correctional Center  
150 Park Row  
New York, NY 10007

s/ Gianluca Morello

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