

1  
2  
3  
4  
5  
6 UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

7  
8 MONEY MAILER, LLC,

9 Plaintiff,

10 v.

11 WADE G. BREWER,

12 Defendant.

NO. C15-1215RSL

SECOND ORDER FOR FURTHER  
BRIEFING

13  
14  
15 This matter comes before the Court on “Wade Brewer’s Motion for Adequate Security.”  
16 Dkt. # 267. On June 3, 2020, the Court directed Money Mailer to address the third factor of the  
17 *Simulnet E. Assocs. v. Ramada Hotel Operating Co.*, 37 F.3d 573, 576 (9th Cir. 1994), analysis,  
18 namely whether it has the financial wherewithal to post a bond of \$640,000. Money Mailer’s  
19 response is so general that it provides virtually no information regarding the structure of the  
20 assignment agreements, the short- and long-term impacts of the agreements on its finances, or  
21 the costs of obtaining a bond. Having reviewed the evidence submitted by defendant, it is  
22 entirely possible that, although Money Mailer is currently shorn of its assets, any funds and  
23 assets left after the Assignee administers the claims process for unsecured creditors will revert  
24 back to Money Mailer. In addition, if, as Money Mailer contends, all of its assets have been  
25 transferred to the Assignee (with or without a reversionary interest), it may no longer have  
26  
27

28 SECOND ORDER FOR FURTHER BRIEFING - 1

