

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SECURITIES AND EXCHANGE)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
KEVIN B. MERRILL, et al.,)
)
Defendants.)

Case No.: 1:18-cv-02844-RDB

**RECEIVER GREGORY S. MILLIGAN’S MOTION TO APPROVE THE SALE OF
AND PROCEDURES FOR THE SALE OF THE ASSETS OF DEVILLE ASSET
MANAGEMENT, LTD.**

Receiver Gregory S. Milligan (the “Receiver”), with the consent of the Securities and Exchange Commission (the “SEC”) and the Office of the United States Attorney for the District of Maryland (the “U.S. Attorney’s Office”), respectfully submits this Motion to Approve The Sale of and Procedures for the Sale of The Assets of DeVille Asset Management, Ltd. (the “Motion”). The facts and circumstances supporting this Motion are set forth in the Declaration of Gregory S. Milligan (the “Milligan Declaration”), which is attached hereto as **Exhibit A**. In further support of this Motion, the Receiver states as follows:

I. BACKGROUND

1. Pursuant to the Receiver’s Initial Preservation Plan, the Receiver has identified DeVille Asset Management, Ltd. (“DeVille”) as property of the Receivership Estate. Dkt. No. 54, at 8-9, 12-16. DeVille is in the business of purchasing and servicing consumer debt portfolios for its own account. DeVille consists of tangible and intangible assets that the Receiver seeks Court authority to sell in order to maximize the value of the Receivership Estate and recovery for defrauded investors. The entirety of DeVille’s assets are referred to as the “DeVille Assets.”

2. The Receiver seeks Court authority to offer all of DeVille's Assets at a sealed bid auction. DeVille's Assets consist of its debt portfolios and its platform. The debt portfolios include credit card debt, automobile loans, and student loans, among others (collectively the "DeVille Portfolios"). In addition, DeVille has an ongoing business operation that includes hardware, software, leases, furniture, and other business assets (collectively the "DeVille Platform"). *See* Dkt. 54 at 12; Ex. A, Milligan Declaration ¶ 7.

3. The DeVille Assets are not appreciating in value. The Receiver believes it is in the best interest of the Receivership Estate to begin the process of soliciting buyers for the purchase of the DeVille Assets. *See* Ex. A, Milligan Declaration at ¶ 8. To this end and pursuant to this Court's January 14, 2020 order, the Receiver retained Garnet Capital Advisors, LLC ("Garnet"), a loan portfolio advisory business with significant experience in asset sales of residential, commercial, and consumer loans, to aid him in the marketing and sale of the DeVille Assets. *See* Dkt. 268. Among other things, Garnet has been retained to (i) estimate the value of the DeVille Assets and (ii) assist the Receiver in marketing and selling the DeVille Assets. *See* Dkt. 266, 268.

4. The Receiver has consulted with Garnet regarding the impact COVID-19 may have on the sale of DeVille's Assets. After consulting with Garnet, the Receiver believes it is in the best interest of the Receivership Estate to begin the process of soliciting and conducting the sale of the DeVille Assets as the economy could continue to decline. *See* Ex. A, Milligan Declaration at ¶¶ 8, 10. After discussing the various factors that could impact the sale of the DeVille Assets, the Receiver and Garnet have concluded that it would be in the best interest of the estate to conduct the sale during the third quarter of 2020 to take advantage of the pent up demand for assets like the DeVille Portfolios caused by the artificial lack of supply of such assets for multiple months related to COVID 19. However, given the uncertainty surrounding COVID-19, the Receiver

requests the Court grant him discretion to postpone the sale and conduct it at a later date, beyond the third quarter of 2020. In determining when the sale should occur and whether to postpone it, the Receiver will incorporate Garnet's expertise and its understanding of the distressed asset market and will also rely on his business judgment and understanding of the Receivership Estate to make such determination. *Id.* at ¶¶ 8-9.

5. The Receiver, with Garnet's guidance, has prepared proposed procedures for the sale of the DeVille Assets. *See* Ex. A, Milligan Declaration at ¶ 10.

6. Authorizing the sale and the procedures to sell the DeVille Assets is consistent with the Receivership Order entered by this Court. The Receivership Order requires the Receiver to "manage, control, operate, and maintain the Receivership Estate and hold in his possession, custody, and control all Receivership Assets pending further Order of this Court." Dkt. No. 62 at ¶ 8(D).

7. The Receivership Order further requires the Receiver to "take such action as necessary and appropriate for the preservation of Receivership Assets or to prevent the dissipation or concealment of Receivership Assets." Dkt. No. 62 at ¶ 8(G).

8. The Receiver believes that the sale of the DeVille Assets as requested herein is in the best interest of the Receivership Estate. The sales procedures detailed below will assist the Receiver by allowing him to maximize the sales proceeds received from the sale of the DeVille Assets while selling such property in an efficient and cost-effective manner. *See* Ex. A, Milligan Declaration at ¶¶ 21-22.

II. RELIEF REQUESTED

9. The Receiver seeks Court authorization to adopt the sales procedures for the DeVille Portfolios and the DeVille Platform (the "DeVille Sales Procedures") set forth in this

Motion and authorization to sell the DeVille Portfolios and DeVille Platform in accordance with such procedures.

A. Objections to The Sale of The DeVille Assets or the DeVille Sales Procedures

10. The Receiver is requesting Court authorization to sell the DeVille Assets and to approve procedures for the sale of the DeVille Assets. Because of the relief requested and to ensure all known parties of interest have sufficient time to assert any claims to the DeVille Assets or opposition to the Motion, the Receiver proposes allowing all known parties of interest to have up to thirty (30) days from the Motion's filing date to respond to the Motion. Known parties of interest are: (i) all counsel of record and/or pro se parties who have registered to receive electronic service; (ii) all parties of record in this matter who have not registered to receive electronic service; and (iii) any known individuals or entities who hold an ownership interest in DeVille (collectively "Known Parties of Interest").

11. Under the Local Rules, Known Parties of Interest would have fourteen days to file any objections to the Motion. *See* Local Rule 105(2)(a). The United States District Court of Maryland recently extended any deadline that was scheduled to fall between March 16, 2020 and June 5, 2020 by eighty-four days (84) unless otherwise ordered by the presiding judge. *See* Standing Order 2020-07, *In re Court Operations Under the Exigent Circumstances Created by COVID-19*, No. 00-308, ECF No. 99 at 2. As this Standing Order recently expired and given the relief requested, the Receiver requests that the Court order that any claims to the DeVille Assets and any objections or opposition to the sale of the DeVille Assets or the DeVille Sales Procedures must be filed by July 9, 2020, which is thirty (30) days from the date the Motion is filed.

B. The DeVille Sales Procedures

12. The Receiver's proposed DeVille Sales Procedures consist of the following:

a. Marketing the Sale. Garnet will begin the sales process by widely announcing the sale of the DeVille Assets to approximately 3,000 individuals and entities (“Initial Announcement”). The Initial Announcement will be made to traditional hedge funds, lenders, and other debt buyers. Garnet’s Initial Announcement will be made via email and include an overview of the DeVille Assets and the anticipated sale timeline. Garnet will make targeted telephone calls to those who have articulated an interest in the DeVille Assets or whose business interests align with the acquisition of the DeVille Assets and make further targeted efforts to those it believes would be best suited and interested in acquiring the DeVille Assets. *See* Milligan Declaration at ¶ 12.

b. Due Diligence. Following the Initial Announcement, Garnet will offer a due diligence period that will last a minimum of three weeks (“Due Diligence Period”). During the Due Diligence Period, Garnet will make available relevant information assembled by Garnet and approved by Receiver regarding the DeVille Assets for prospective bidders via a secure data room. The information available will include data files, account document examples, and the proposed sale agreement. To access the secure data room, prospective bidders must execute a nondisclosure agreement substantially in the form as the one attached to this Motion as **Exhibit A-1**. During the Due Diligence Period, prospective bidders will be able to conduct on-site due diligence at DeVille, 9151 Boulevard 26, North Richland Hills, Texas 76180. The specific time for each prospective bidder’s on-site due diligence will be scheduled after the initial due diligence phase begins and is intended to occur in the second half of the Due Diligence Period. To the extent needed or requested, onsite due diligence may also be conducted via Zoom, WebEx, or by another virtual method to be agreed upon by the Receiver, Garnet, and the prospective

bidder. *See* Ex. A, Milligan Declaration at ¶ 13.

c. Bid Date. At 2:00 p.m. EST on the first Tuesday after the Due Diligence Period concludes, Garnet will accept bids for the DeVille Assets (“Bid Date”). Bidders must submit a proposed purchase and sale agreement reflecting the terms of their offer and complete a bid sheet. A bidder may bid on all of the DeVille Assets or some of the DeVille Assets. Specifically, a bidder may bid on (1) the DeVille Assets, (2) the entire collection of DeVille Portfolios, (3) industry defined segments of the DeVille Portfolios, or (4) the DeVille Platform. The bid sheet will identify the different assets that Accredited Bidders can bid on, including the different industry defined segments of the DeVille Portfolios. Bids must be submitted to Garnet online at: www.garnetcapital.com, via email at bids@garnetcapital.com, or via facsimile at (914) 992-7690. *See* Ex. A, Milligan Declaration at ¶ 14.

d. Accredited Bidders. To submit a valid bid, the bidder must constitute an Accredited Bidder. To be an Accredited Bidder, one must (a) have executed the nondisclosure agreement referenced in paragraph 9(b); (b) deliver financial information acceptable to Garnet demonstrating that the potential bidder can timely close on a proposed transaction by providing proof of funds in amount of no less than the amount of its submitted bid or a copy of a letter of credit in the amount of its submitted bid; and (c) have completed a full registration with Garnet. *See* Ex. A, Milligan Declaration at ¶ 15. Accredited Bidders that are not banks or credit unions must pass Garnet’s vetting process, which includes a more stringent review for those who are seeking to purchase charged-off debt. As part of Garnet’s standard vetting process, Garnet conducts searches with the Office of Foreign Assets Control, the Consumer Financial Protection Bureau, and the

Better Business Bureau. It also researches negative news articles, the entity's website, and LinkedIn.

e. Qualifying Bids. Each bid shall satisfy the requirements set forth below. The bidder shall provide a letter of explanation if the bidder cannot or does not provide the below information. The Receiver, in his sole business judgment and after consultation with Garnet, has the right to waive compliance with any of these requirements based on the bidder's explanation.

- i. The bid must be submitted on the Bid Date.
- ii. The bid must be in writing and identify whether the bid is for all of the DeVille Assets, all of the DeVille Portfolio, certain industry-defined segments of the DeVille Portfolios, or the DeVille Platform. If the bid is for more than one of DeVille's asset or more than one segment of the DeVille Portfolios, i.e. a segment of the DeVille Portfolios and the DeVille Platform, the bid must allocate the purchase price for each asset or category upon which a bid is being made.
- iii. The bid must contain no financing contingencies, due diligence contingencies, or any other conditions precedent.
- iv. The bid must remain open and irrevocable and unchangeable (except to increase the purchase price) until it is either (i) accepted as the highest and best bid at the auction and, if so accepted, through the closing of the sale, or (ii) rejected at the close of the auction;
- v. The bid must not be subject to the approval of the bidder's board of directors or any other approval body of such bidder; and

vi. The bid must contain a sales contract that is blacklined from the one provided by the Receiver and/or Garnet, a completed bid sheet, and the financial documentation identified in Paragraph 9(d) establishing the bidder as an Accredited Bidder.

f. Sealed-Bid Sale. After the Bid Date, Garnet will provide the Receiver with all bids received. After evaluating all bids, the Receiver will determine, in his sole business judgment and after consultation with Garnet, whether it is necessary to make any counteroffers or allow Accredited Bidders to submit a second round of bids as their highest and best offer. *See* Ex. A, Milligan Declaration at ¶ 16. A counteroffer or second round of bids may be necessary if more than one bid is received for the same price, the bids received are substantially equal after evaluating all factors, and/or to provide bidders the opportunity to match certain non-monetary terms in the offer. The Receiver anticipates announcing the winning bid or bids within ten (10) business days after the conclusion of the bidding. *See id.*

g. Evaluation of Bids. The Qualified Bidder(s) that submits the highest and best bid, as determined by the Receiver in his sole discretion after consultation with Garnet and legal counsel, shall be deemed the “Successful Bidder(s).” The highest and best bid(s) may be determined by considering, among other things:

- i. the purchase price;
- ii. the likelihood that a Qualified Bidder can, and will, close the proposed transaction;
- iii. if the bid is not for all of the DeVille Assets, whether there are other bids such that all of the DeVille Assets can be sold;

iv. the net benefit to the Receivership Estate, and

v. such other factors as the Receiver may deem relevant in his sole discretion.

See Ex. A, Milligan Declaration at ¶ 17. Within three business days after the Successful Bidder(s) are announced and if not already done, the Successful Bidder(s) must complete and sign all agreement(s), contract(s), instrument(s) or other document(s) evidencing and containing the terms and conditions upon which the highest and best bid was made.

h. Notice of The Auction. Before the Bid Date, the Receiver will file with the Court and serve on all Known Parties of Interest a notice of the proposed auction (“Notice of Auction”). Any Known Parties of Interest appearing in this case shall receive a copy of the Notice of Auction and this Motion through the Court’s CM/ECF filing system. All other Known Parties of Interest shall receive a copy of the Notice of Auction and this Motion through regular U.S. Mail. The form Notice of Auction is attached hereto as **Exhibit B**. The Receiver will also post a copy of the Notice of Auction on the Receiver’s website for this case, *www.merrill-ledford.com*, to provide notice to the public of the proposed sale. See Ex. A, Milligan Declaration at ¶ 18.

i. Notice Procedures. All Known Parties of Interest will have notice of and the opportunity to object to the sale of the DeVille Assets by service of this Motion. Additionally, the Receiver will provide notice of the Bid Date to all Known Parties of Interest at least thirty (30) days before the Bid Date. The Receiver will file with the Court and serve on all Known Parties of Interest a notice that is in substantially the same form as the one below.

Please be advised that pursuant to the Order entered on _____, __, 2020, in *Securities and Exchange Commission v. Kevin B. Merrill et al.*, Civil Action No. 1:18-cv-02844-RDB, the Court-appointed Receiver Gregory S. Milligan will conduct a

sealed-bid auction of DeVille Asset Management, Ltd.'s assets. The assets to be sold include DeVille's debt portfolios and its ongoing business (collectively "DeVille's assets").

Garnet Capital Advisors, LLC ("Garnet") is facilitating the auction of DeVille's assets. Garnet will accept bids for the DeVille Portfolios and the DeVille Platform on _____, __, 2020.

You should have already received a copy of the Receiver Gregory S. Milligan's Motion to Approve The Sale of and Procedures for the Sale of the Assets of DeVille Asset Management, Ltd., an opportunity to object to the Motion, and the Court's order granting the Motion.

Pursuant to the Court's _____, __, 2020 Order and after the conclusion of the sealed-bid sale, it is anticipated that the Successful Bidder(s) will be announced within 10 business days after the auction. The Receiver is approved to close on the sale as soon as practicable after the Successful Bidder(s) are announced.

If you have any questions regarding this Notice, please contact the Receiver's counsel, _____ at _____.

j. Amendment of DeVille Sales Procedures. The Receiver may: (a) impose at or before the auction such other and additional terms and conditions as he deems appropriate, and/or (b) adjourn the auction to a later date and time.

k. Closing the Sale and Payment of Breakup Fee. After the winning bid is announced, the Receiver shall, without need for further Court approval, proceed to close the sale with the Successful Bidder or Successful Bidders. No bidder or other party-in-interest shall be entitled to any breakup fee, expense reimbursement of its costs, expenses or professional fees incurred in connection with the sale and competitive bidding process for the DeVille Assets, including the DeVille Portfolio and DeVille Platform, including formulation and submission of any bid or any due diligence efforts, or breakup, termination or similar fee or payment.

l. Private Sale. The Receiver reserves the right to seek authority from the

Court to sell the DeVille Portfolios or the DeVille Platform by a private sale if the best interests of the Receivership Estate would be served by a private sale.

m. Sales Free and Clear. If the Court grants this motion, the Receiver's sale of the DeVille Portfolios and/or DeVille Platform shall be free and clear of all liens, claims, and encumbrances, unless the Court orders that such liens, claims, or encumbrances shall attach to the proceeds of such auction. If any party asserts a lien, claim, or encumbrance on the DeVille Portfolios and/or DeVille Platform to be sold and if the lien, claim, or encumbrance is not resolved prior to the Bid Date or the closing of the sale of the asset, such sale may go forward to closing, with a determination of the extent, validity and/or priority of the alleged lien, claim or encumbrance to be made by the Court at a later date.

n. Report of Sales Results. The Receiver shall, when reporting on the Receivership Estate generally, report on the completion of any sale of the DeVille Assets that closed during the applicable period. The Receiver will also post a notice of completion of the auction process on the Receiver's website, www.merrill-ledford.com, within thirty days after the closing of the last sale of the DeVille Assets. *See* Ex. A, Milligan Declaration at ¶ 19.

13. The Receiver has numerous assets to manage, preserve, and potentially liquidate in order to maximize the value of the Receivership Assets, including the DeVille Assets. Pursuant to the Receivership Order, the Receiver is to take such action as necessary and appropriate for the preservation of all Receivership Assets and, if necessary and upon approval from the Court, to oversee an orderly liquidation to preserve the value of the Receivership Assets. *See* Ex. A, Milligan Declaration at ¶ 10; Dkt. No. 62 at ¶¶ 40, 42.

14. The DeVille Portfolios are one of the largest, if not the largest, asset of the

Receivership Estate. Allowing a sale of the DeVille Assets will result in a liquid asset for the Receivership Estate and will maximize the value of the Receivership Assets. Implementation of the DeVille Sales Procedures will enable the Receiver to sell the DeVille Assets in an orderly, efficient, and equitable manner and to maximize the proceeds received from such sales. The sale of the DeVille Assets pursuant to the DeVille Sales Procedures is in the best interests of the Receivership Estate. *See* Milligan Declaration at ¶ 22.

III. CONCLUSION

WHEREFORE, the Receiver respectfully requests that this Court enter an order: (i) granting this Motion; (ii) authorizing the Receiver to adopt and follow the DeVille Sales Procedures described in this Motion; (iii) authorizing the Receiver to sell the DeVille Assets, free and clear of liens, claims, and encumbrances (with such liens, claims, and encumbrances, if any, to attach to the sales proceeds), pursuant to the DeVille Sales Procedures; and (iv) granting such other relief as the Court deems just and proper.

Date: June 9, 2020.

Respectfully Submitted,

/s/ Lynn H. Butler

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Counsel for Receiver Gregory S. Milligan

CERTIFICATE OF SERVICE

On June 9, 2020, I electronically submitted the foregoing document with the clerk of the court of the U.S. District Court for the District of Maryland, using the electronic case filing system of the court. I hereby certify that I have served all counsel and/or pro se parties of record electronically through the Court's CM/ECF filing system for all parties who have registered to receive electronic service. Additionally, the foregoing document was served on the following parties not registered for Court's CM/ECF filing system as indicated below:

Defendant Kevin B. Merrill (via U.S. Mail):

Kevin B. Merrill, #64274-037
FCI Allenwood Low
Federal Correctional Institution
P.O. Box 1000
White Deer, PA 17887

Defendant Jay B. Ledford (via U.S. Mail):

Jay B. Ledford, #55055-048
FCI Safford
Federal Correctional Institution
P.O. Box 9000
Safford, AZ 85548

Criminal Counsel for Defendant Kevin B. Merrill (via E-Mail and U.S. Mail):

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Maggie Grace
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Baltimore, MD 21201
maggie_grace@fd.org

Criminal Counsel for Defendant Jay B. Ledford (via E-Mail and U.S. Mail):

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Criminal Counsel for Relief Defendant Amanda Merrill (via E-Mail and U.S. Mail):

Addy R. Schmitt
Ian Herbert
Miller & Chevalier Chartered
900 16th St NW
Washington, DC 20006
aschmitt@milchev.com
iherbert@milchev.com

Relief Defendant Lalaine Ledford (via U.S. Mail):

Lalaine Ledford
10512 Courtney Cove Ave.
Las Vegas, NV 89144
lalainebarretto@yahoo.com

Baltimore County Office of Law (via E-Mail and U.S. Mail):

Susan B. Dubin
Baltimore County Office of Law
400 Washington Avenue
Towson, Maryland 21204
sdubin@baltimorecountymd.gov

Dundalk United Methodist Church (U.S. Mail):

Dundalk United Methodist Church
c/o Edward F. Mathus
6903 Mornington Road
Baltimore, Maryland 21222

Lienholders, Tax Assessors, and Other Interested Parties (U.S. Mail):

Florida Community Bank, N.A.
2325 Vanderbilt Beach Road
Naples, Florida 34109

Mortgage Electronic Registration Systems, Inc.
PO Box 2026
Flint, Michigan 48501-2026

Collier County, Florida Tax Assessor
3291 Tamiami Trail East
Naples, Florida 34112

Maryland Department of Assessments & Taxation
301 W. Preston Street
Baltimore, Maryland 21201-2395

Branch Banking and Trust Company,
A North Carolina Banking Corporation
PO Box 1290
Whiteville, North Carolina 28472

Talbot County, Maryland Finance Office
Talbot County Courthouse
11 North Washington Street, Suite 9
Easton, Maryland 21601

HSBC Bank USA, National Association, as trustee of
J.P. Morgan Alternative Loan Trust 2006-A5
c/o Howard n. Bierman, Trustee
c/o Select Portfolio Servicing, Inc.
3815 Southwest Temple
Salt Lake City, Utah 84115

Clark County, Nevada Tax Assessor
500 S. Grand Central Parkway
Las Vegas, Nevada 89155

First Financial Bank, N.A. Southlake
3205 E. Hwy. 114
PO Box 92840
Southlake, Texas 76092

Hunter Kelsey of Texas, LLC
4131 Spicewood Springs Road, Bldg. J-1A
Austin, Texas 78759

Frost Bank, f/k/a The Frost National Bank
c/o Michael J. Quilling
Quilling, Selander Lownds, Winslett & Moser, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201

The City of Colleyville, Texas
c/o Victoria W. Thomas
Nichols, Jackson, Dilard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

Tarrant County, Texas Tax Assessor
100 E. Weatherford
Fort Worth, Texas 76196

J Trust
c/o Hillary RE. Badrow, Trustee
2801 Paramount Boulevard
Amarillo, Texas 79109

Dallas Central Appraisal District
2949 N. Stemmons Freeway
Dallas, Texas 75247-6195

Bozeman West
PO Box 1970
15632 West Main Street
Bozeman, Montana 59771-1970

Neil A. Patel
5308 Burgandy Court
Colleyville, Texas 76034

TIB – The Independent BankersBank
350 Phelps Court, Suite 200
PO Box 560528i
Dallas, Texas 75356-0528

Wachovia Mortgage, FSB
PO Box 659548
San Antonio, Texas 78265-9548

Denton County Tax Assessor
1505 E. McKinney Street
Denton, Texas 76209-4525

Potter County, Texas Tax Assessor
900 South Polk, Suite 106
Amarillo, Texas 79101

Wells Fargo Home Mortgage
P.O. Box 10335
Des Moines, IA 50306

Albertelli Law
Attn: Coury M. Jacocks
2201 W. Royal Lane, Suite 155
Irving, TX 75063

Samuel I. White, P.C.
5040 Corporate Woods Drive, Suite 120
Virginia Beach, VA 23462

/s/ Lynn H. Butler

Lynn H. Butler

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SECURITIES AND EXCHANGE)
COMMISSION,)
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Plaintiff,)
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v.)
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KEVIN B. MERRILL, et al.,)
)
Defendants.)

Case No.: 1:18-cv-02844-RDB

**DECLARATION OF GREGORY S. MILLIGAN IN SUPPORT OF RECEIVER
GREGORY S. MILLIGAN’S MOTION TO APPROVE PROCEDURES
FOR THE SALE OF ASSETS OF DEVILLE ASSET MANAGEMENT, LTD.**

Gregory S. Milligan declares, pursuant to 28 U.S.C. § 1746 and under penalty of perjury,
that the following is true and correct:

1. My name is Gregory S. Milligan, and I am of sound mind and capable of making this Declaration. I have personal knowledge of the facts stated herein and they are true and correct.
2. I am an Executive Vice President of HMP Advisory Holdings, LLC, d/b/a Harney Partners and a Certified Turnaround Professional.
3. On September 13, 2018, this Court entered the Order Appointing Temporary Receiver (Dkt. No. 11) that appointed me as the receiver in this action for the estates of the receivership parties. On November 27, 2018, the Court entered the First Amended Order Appointing Temporary Receiver (Dkt. No. 62) (collectively, the “Receivership Order”) clarifying and modifying the Receiver’s authority and identifying the Receivership Parties.
4. The Receivership Order requires me to “manage, control, operate, and maintain the Receivership Estate and hold in [my] possession, custody, and control all Receivership Assets pending further Order of this Court.” Dkt. No. 62 at ¶ 8(D).
5. The Receivership Order further requires me to “take such action as necessary and appropriate for the preservation of Receivership Assets or to prevent the dissipation or concealment of Receivership Assets.” Dkt. No. 62 at ¶ 8(G).
6. DeVille Asset Management, Ltd. is property of the Receivership Estate. Dkt. No. 54, at 6-7, 10-16.

7. Through the Motion to Approve Procedures for Sale of Assets of DeVille Asset Management, Ltd. (the "Motion"), I am seeking Court approval to market and sell assets of DeVille Asset Management, Ltd. ("DeVille"). I am specifically seeking Court approval to sell (i) the DeVille Portfolios, which are various types of consumer debt portfolios, including credit card debt, automobile loans, and student loans (collectively the "DeVille Portfolios"), and (ii) DeVille's ongoing business operation, which includes hardware, software, leases, furniture and other business assets (collectively the "DeVille Platform"). The DeVille Portfolios and the DeVille Platform are collectively the "DeVille Assets."
8. In my business judgment, the DeVille Portfolios and the DeVille Platform are not appreciating in value. I have consulted with Garnet Capital Advisors, LLC ("Garnet"), a loan portfolio advisory business with significant experience in asset sales of residential, commercial, and consumer loans, which was retained pursuant to this Court's January 14, 2020 order. *See* Dkt. 268. After consulting with Garnet and in my business judgment, I believe it is in the best interest of the Receivership Estate to begin soliciting a sale of the DeVille Portfolios. Because of the uncertainty brought by COVID-19 and after consulting with Garnet, I believe it is the best interest of the Receivership Estate to allow the Receiver to retain discretion to determine when the auction of the DeVille Portfolios and/or DeVille Platform should occur.
9. In determining when the sale of the DeVille Portfolios and DeVille Platform should occur, I will rely on Garnet's expertise and its understanding of the distressed asset market in connection with my business judgment and understanding of the Receivership Estate and the requirements set forth in the Receivership Order.
10. Given the information obtained from Garnet, I believe it is in the best interest of the Receivership Estate to begin the process of soliciting buyers for the purchase of the DeVille Portfolios and/or the DeVille Platform.
11. I have consulted with Garnet to develop proposed procedures for the sale of the DeVille Portfolios and the DeVille Platform.
12. As part of the proposed sales procedures, Garnet has informed me it will widely announce the sale of the DeVille Portfolios and DeVille Platform to approximately 3,000 individuals and entities ("Initial Announcement"). Garnet will make targeted telephone calls to those who have articulated an interest in the DeVille Portfolios or whose business interests align with the acquisition of the DeVille Portfolios and make further targeted efforts to those it believes would be best suited and interested in acquiring the DeVille Portfolios and/or DeVille Platform.
13. Following the Initial Announcement, Garnet will offer a due diligence period that will last a minimum of three weeks ("Due Diligence Period"). During the Due Diligence Period, Garnet will make available information relevant to the DeVille Portfolios and the DeVille Platform for prospective bidders via a secure data room. To access the secure data room, prospective bidders must execute a nondisclosure agreement substantially in the form as **Exhibit 1-A**. During the Due Diligence Period, prospective bidders will be able to conduct on-site due diligence at DeVille, 9151 Boulevard 26, North Richland Hills, Texas 76180.

The specific time for each prospective bidder's on-site due diligence will be scheduled after the initial due diligence phase begins and is intended to occur in the second half of the Due Diligence Period. To the extent needed or requested, onsite due diligence may also be conducted via Zoom, WebEx, or by another virtual method to be agreed upon by the Receiver, Garnet, and the prospective bidder.

14. On the first Tuesday after the Due Diligence Period concludes, bids will be accepted for the DeVille Portfolios and/or the DeVille Platform ("Bid Date"). Bidders must submit a proposed purchase and sale agreement reflecting the terms of their offer that is substantially in the form as the one provided by the Receiver and complete a bid sheet. A bidder may bid on all of the DeVille Assets or some of the DeVille Assets. Specifically, a bidder may bid on (1) the DeVille Assets, (2) the entire collection of DeVille Portfolios, (3) industry defined segments of the DeVille Portfolios, or (4) the DeVille Platform.
15. To submit a valid bid, the bidder must constitute an Accredited Bidder. To be an Accredited Bidder, one must have executed the nondisclosure agreement referenced in paragraph 13, above; deliver financial information acceptable demonstrating that the potential bidder can timely close on a proposed transaction by providing proof of funds in amount of no less than the amount of its submitted bid or a copy of a letter of credit in the amount of its submitted bid; and have completed a full registration with Garnet.
16. After the Bid Closing Date and after consulting with Garnet, I will determine whether it is necessary to make any counteroffers or allow Accredited Bidders to submit a second round of bids as their highest and best offer. I anticipate announcing the winning bid within ten (10) business days after the Bid Closing Date.
17. The winning or successful bidder will be determined by considering several different factors, including (i) the purchase price, (ii) the likelihood the bidder can or will close on the transaction, (iii) if the bid is not for the entire DeVille Portfolio and the DeVille Platform, whether there are other bids such that all of the DeVille Assets can be sold, (iv) the net benefit to the Receivership Estate; and (v) any other factors that appear or become relevant in evaluating the bids.
18. At least thirty (30) days before the Bid Date, I will file a notice of the proposed auction of the DeVille Portfolios and the DeVille Platform on the Court's docket and post a copy of the same on the Receiver's website, www.merrill-ledford.com. The notice will also be served on all Known Parties of Interests and will contain the language that is substantially the same as the below:

Please be advised that pursuant to the Order entered on _____, __, 2020, in *Securities and Exchange Commission v. Kevin B. Merrill et al.*, Civil Action No. 1:18-cv-02844-RDB, the Court-appointed Receiver Gregory S. Milligan will conduct a sealed-bid auction of DeVille Asset Management, Ltd.'s assets. The assets to be sold include DeVille's debt portfolios and its ongoing business (collectively "DeVille's assets").

Garnet Capital Advisors, LLC (“Garnet”) is facilitating the auction of DeVille’s assets. Garnet will accept bids for the DeVille Portfolios and the DeVille Platform on _____, __, 2020.

You should have already received a copy of the Receiver Gregory S. Milligan’s Motion to Approve The Sale of and Procedures for the Sale of the Assets of DeVille Asset Management, Ltd., an opportunity to object to the Motion, and the Court’s order granting the Motion.

Pursuant to the Court’s _____, __, 2020 Order and after the conclusion of the sealed-bid sale, it is anticipated that the Successful Bidder(s) will be announced within 10 business days after the auction. The Receiver is approved to close on the sale as soon as practicable after the Successful Bidder(s) are announced.

If you have any questions regarding this Notice, please contact the Receiver’s counsel, _____ at _____.

19. When filing the quarterly status report with the Court, I will identify any sale of the DeVille Portfolios or DeVille Platform that occurred during the applicable time period. Within thirty days after the closing of the last sale of the DeVille Assets, I will also post a notice of completion of the auction process on the Receiver’s website, www.merrill-ledford.com.
20. I have numerous assets to manage, preserve, and potentially liquidate for the benefit of the Receivership Estate, including the DeVille Portfolios. Pursuant to the Receivership Order, I am required to take such action as necessary and appropriate for the preservation of all Receivership Assets. Dkt. No. 62 at ¶¶ 40, 42.
21. Through the Motion, I am seeking Court authorization to adopt the DeVille Sales Procedures (the “DeVille Sales Procedures”) proposed by the Motion and to sell the DeVille Portfolios and DeVille Platform in accordance with such procedures.
22. Implementation of the DeVille Sales Procedures will enable me to sell the DeVille Portfolios and the DeVille Platform in an orderly, efficient, and equitable manner and to maximize the proceeds received from such sale. I believe that adoption of the DeVille Sales Procedures and the sale of the DeVille Portfolios and DeVille Platform pursuant thereto is in the best interest of the Receivership Estate.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 9, 2020.



GREGORY S. MILLIGAN

EXHIBIT A-1

CONFIDENTIALITY AGREEMENT

Opportunities Offered Through Garnet Capital Advisors, LLC

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) is made and agreed to by the undersigned (“Recipient”) in connection with its consideration of possible purchases of certain portfolios of debt assets of DeVille Asset Management, Ltd. (each, an “Opportunity”) from DeVille Asset Management, Ltd. (“Company”) offered through Garnet Capital Advisors, LLC (“Garnet”).

Garnet, on behalf of Company, is prepared to furnish, or has furnished, Recipient with Evaluation Material (hereinafter defined). In consideration of furnishing Recipient and its affiliates, and its and their principals, directors, officers, members, employees, subcontractors, attorneys, accountants, co-investors, partners, agents, financing sources, due diligence vendors, insurers, rating agencies, and consultants (collectively, its "Representatives") with Evaluation Material, whether on or after the date of this Agreement, Recipient agrees to the terms and conditions of this Agreement.

If the “Single Opportunity” option is selected below, then: (a) this Agreement governs the single specific Opportunity described; (b) references herein to Opportunity refers to such transaction only, and references herein to Company refers to the related seller only; and (c) this Agreement shall terminate on the earlier of: (i) the date one year after the Effective Date; or (ii) the date on which Recipient and Company enter into a definitive agreement with respect to Recipient’s purchase of the assets in such Opportunity from Company.

If the “All Opportunities” option is selected below, then: (a) this Agreement governs all Opportunities offered by Garnet: (i) where the seller has agreed to use this Agreement, unmodified, and (ii) for which Recipient affirmatively requests Evaluation Material (hereinafter defined) either electronically or in writing after the Effective Date; (b) references herein to Opportunity refers to any Opportunity governed by this Agreement, and references herein to Company refers to the related seller and its affiliates with respect to such seller’s Opportunity only; (c) with respect to Evaluation Materials for a specific Opportunity, this Agreement shall terminate on the earlier of: (i) the date one (1) year after the date when Recipient has affirmatively requested such Evaluation Materials; or (ii) the date on which Recipient and Company enter into a definitive agreement with respect to Recipient’s purchase of the assets in such Opportunity from Company, and (d) for any other opportunity where the seller requires a transaction-specific confidentiality agreement in a different form than this Agreement, then this Agreement shall not govern such opportunity.

All Opportunities: <input type="checkbox"/>	Single Opportunity: <input type="checkbox"/>
	Garnet Sale #:
	Company Name (seller):

- Evaluation Material.** For the purposes of this Agreement, the term “Evaluation Material” includes information regarding the Opportunity, which information is nonpublic, confidential and/or proprietary in nature, including: (a) all information that Garnet will furnish or has furnished to Recipient or its Representatives, whether in writing, electronically (including granting Recipient access to Evaluation Material over the internet or via electronic media) or orally; (b) any reports prepared for Company (procured by Company or on Company’s behalf by Garnet) by third parties (including, but not limited to, appraisals, broker price opinions, surveys, title reports, title searches, collateral reviews, compliance reviews, borrower or collateral searches, etc.) (“Third-Party Reports”); (c) all projections, memoranda, notes, analyses, compilations, studies and other documents (and copies or extracts thereof), whether prepared by

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Recipient or its Representatives, which contain or reflect such information; (d) information, the disclosure of which would violate Applicable Privacy Laws (as defined in Section 7 hereof); and (e) the fact that Evaluation Material has been made available to Recipient, that discussions or negotiations are or have been taking place concerning the Opportunity, the Company or any of the terms, conditions or other facts with respect to the Opportunity, including the status of potential transactions related thereto.

2. **Use of Evaluation Material.** The Evaluation Material will be used by Recipient and its Representatives solely for the purpose of evaluating the Opportunity and will not be used by Recipient or its Representatives for any other purpose. The Evaluation Material will be kept confidential by Recipient and its Representatives. Recipient agrees that it will require its Representatives to abide by all terms of this Agreement, having informed its Representatives of the nonpublic confidential and/or proprietary nature of the Evaluation Material. Recipient agrees that it shall be responsible for any breach of any term of this Agreement by any Representative. For purposes hereof, Evaluation Material does not include information which: (a) is or becomes generally available to the public other than as a result of disclosure by Recipient or its Representatives in breach of the terms of this Agreement; (b) was available to Recipient or its Representatives on a non-confidential basis from a person who is not known by Recipient or its Representatives to be otherwise bound by a confidentiality agreement with respect to the Evaluation Material, or is not otherwise prohibited from transmitting the Evaluation Material to Recipient or its Representatives by a legal, contractual or fiduciary obligation; or (c) is independently developed by or on behalf of Recipient or its Representatives without reference to or reliance on the Evaluation Material. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, trust, corporation, limited liability company, partnership, firm, joint venture, association, or other entity.
3. **Disclosure of Evaluation Material.** In the event Recipient or its Representatives are requested or required by applicable law, rule, or regulation (including but not limited to depositions, interrogatories, requests for information or documents, subpoena, civil investigative demand, court order, law, or similar process), by any judicial, administrative, regulatory, self-regulatory, or supervisory authority or governmental agency or otherwise by law to disclose any Evaluation Material, Recipient agrees that, to the extent not prohibited by applicable law or regulation, it will provide the Company with prompt notice of such request or requirement so that the Company may in its discretion and at its expense attempt to take action to prevent the disclosure thereof; provided, however, that the foregoing notice obligation shall not apply with respect to disclosures that are requested or required pursuant to regulatory or supervisory authorities to which Recipient or its Representatives are subject in the course of such authority's routine examinations or inspections not targeted at Company or the Opportunity. If Recipients or its Representatives remain legally compelled to make such disclosure they shall only disclose that portion of the Evaluation Material that at the advice of its counsel it is required to disclose.
4. **Destruction of Evaluation Material.** Upon written notice from Garnet or Company, Recipient shall, and shall instruct its Representatives to, destroy all copies of the Evaluation Material in its possession or in the possession of its Representatives and, at Disclosing Party's written request, Recipient shall certify in writing (which may be by email) its compliance with this Section 4; provided, however, Recipient may retain (i) archival or backup copies of Evaluation Material as required by its document-retention and/or disaster recovery policies, or (ii) such Evaluation

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Opportunities Offered Through Garnet Capital Advisors, LLC

Material as necessary to comply with applicable laws or regulations. Such retained Evaluation Material shall be kept confidential in accordance with, and subject to, the terms of this Agreement, notwithstanding the termination hereof for so long as such information is in the possession of Recipient or its Representatives.

- No Representations or Warranties.** Recipient understands and acknowledges that neither Garnet nor Company or their representatives have made or make any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material, and that neither Garnet nor Company nor their representatives shall have any liability to Recipient, its Representatives or any other person resulting from receipt and/or use of the Evaluation Material or any errors therein or omissions therefrom. Only those representations and warranties that are made to Recipient pursuant to a separate contract between Recipient and Company, when and if it is executed, and subject to such limitations and restrictions as may be specified in such contract, shall have any legal effect. Without limiting the foregoing, any Third-Party Reports that are included in the Evaluation Material are for the sole reliance of Company. This Agreement imposes no obligation on any party to negotiate for, enter into or otherwise pursue an Opportunity.

Nothing contained in this Agreement shall be construed as granting to or conferring on the Recipient any rights, by license or otherwise, to the Evaluation Material.

- Contacting Borrowers, Guarantors and Related Parties.** Neither Recipient nor its Representatives will make contact with any borrower or guarantor under any of the assets in the Opportunity, nor with any affiliate, accountant, attorney, employee or any other party related to any borrower or guarantor, unless Recipient or its Representatives: (i) has a prior existing relationship with such person in the normal course of business; or (ii) would otherwise contact such person in the ordinary course of its business, unrelated to its receipt of the Evaluation Materials. In either case, Recipient or its Representatives (as appropriate) may contact such person, but neither Recipient nor its Representatives will make reference to any account or loan contained in the Opportunity, to any Evaluation Materials, or to the fact that such account or loan has been offered for sale. If a transaction, if any, is consummated between Recipient and Company with respect to a particular asset, Recipient may then make contact with such parties related to the assets purchased in such consummated transaction.
- Applicable Privacy Laws.** “Applicable Privacy Laws” means the Gramm-Leach-Bliley Act of 1999 or any successor federal statute and the rules and regulations thereunder, all as may be amended or supplemented from time to time, and any other applicable federal, state or local law or regulation governing privacy of nonpublic personal information. Recipient agrees to comply, and have its Representatives comply, with all Applicable Privacy Laws and to protect the confidentiality of all customer information included in the Evaluation Material. Without limiting the foregoing, Recipient agrees to protect, and have its Representatives protect, all customer information in its possession in at least the same manner that it protects its own confidential information, and Recipient acknowledges that it and its Representatives have in place an information security program with written policies and procedures designed to: (i) ensure the security and confidentiality of the Evaluation Material; (ii) protect against any anticipated threats or hazards to the security or integrity of the Evaluation Material; and (iii) protect against unauthorized access to the Evaluation Material. Recipient agrees that it shall be liable to Garnet, Company, and their respective shareholders, members, officers, directors, managers, employees,

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agents, successors and assigns (each, a “Covered Party”) for any and all losses, damages, liabilities, actions, judgments, penalties, fines, costs, or expenses, including without limitation

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reasonable attorneys' fees, incurred by them in connection with any third party claim, suit, action, or proceeding arising out of or resulting from a breach of this Section 7. The provisions of this Section 7 shall survive termination of this Agreement.

8. **Remedies.** Recipient agrees that the terms and conditions of this Agreement and the Evaluation Material disclosed pursuant to this Agreement are of a special, unique and extraordinary character, and that Company may be irreparably harmed by any disclosure of Evaluation Material in violation of this Agreement. Accordingly, Recipient agrees that Company shall be entitled to seek equitable relief, including specific performance and injunctive relief, to prevent further disclosure in addition to all other remedies available to Company in law or in equity for any breach or violation of this Agreement. Without limiting the foregoing, in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that this Agreement has been breached by Recipient or its Representatives, then Recipient shall reimburse each Covered Party for its actual out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by it in connection with such litigation or proceeding.

9. **Governing Law.** This Agreement and all matters related hereto shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts-of-laws principles which would apply the laws of another jurisdiction. The Recipient and Company acknowledge and agree that the United States District Court for the District of Maryland shall have exclusive jurisdiction over this Agreement and any claims arising out of or related in any manner to this Agreement shall be brought only before the United States District Court for the District of Maryland.

10. **Effective Date; Third-Party Beneficiaries.** This Agreement is effective as of: (a) the date on which Recipient first accepts this Agreement electronically if this Agreement is entered into online; or (b) the date set forth at the bottom of this Agreement if executed by the Recipient offline (the "Effective Date"). Recipient agrees that the Company and Garnet are intended third-party beneficiaries of this Agreement and, are entitled to all rights and remedies hereunder as if they were a direct party to this Agreement. This Agreement shall be binding upon Recipient's successor and assigns; provided, however, that Recipient shall not assign this Agreement without the prior written consent of the Company.

Recipient hereby agrees to the terms and conditions set forth in the foregoing Agreement.

Name of Entity:			
Signature:		Address:	
Name:			
Title:		Telephone:	
Date:		E-Mail:	

Email to confis@garnetcapital.com

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SECURITIES AND EXCHANGE)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
KEVIN B. MERRILL, et al.,)
)
Defendants.)

Case No.: 1:18-cv-02844-RDB

NOTICE OF PROPOSED AUCTION

Please be advised that pursuant to the Order entered on _____, __, 2020, in *Securities and Exchange Commission v. Kevin B. Merrill et al.*, Civil Action No. 1:18-cv-02844-RDB, the Court-appointed Receiver Gregory S. Milligan will conduct a sealed-bid auction of DeVille Asset Management, Ltd.’s assets. The assets to be sold include DeVille’s debt portfolios and its ongoing business (collectively “DeVille’s assets”).

Garnet Capital Advisors, LLC (“Garnet”) is facilitating the auction of DeVille’s assets. Garnet will accept bids for the DeVille Portfolios and the DeVille Platform on _____, __, 2020.

You should have already received a copy of the Receiver Gregory S. Milligan’s Motion to Approve The Sale of and Procedures for the Sale of the Assets of DeVille Asset Management, Ltd., an opportunity to object to the Motion, and the Court’s order granting the Motion.

Pursuant to the Court’s _____, __, 2020 Order and after the conclusion of the sealed-bid sale, it is anticipated that the Successful Bidder(s) will be announced within 10 business days after the auction. The Receiver is approved to close on the sale as soon as practicable after the Successful Bidder(s) are announced.

If you have any questions regarding this Notice, please contact the Receiver’s counsel, Buffey E. Klein, c/o Penny Keller, at (512) 370-3458 (phone), (512) 479-1101 (fax), or penny.keller@huschblackwell.com.

Date: _____ __, 2020.

Respectfully Submitted,

/s/ Buffey E. Klein
Lynn H. Butler, *pro hac vice*
HUSCH BLACKWELL LLP
111 Congress Ave., Suite 1400
Austin, TX 78701

Tel: (512) 472-5456
Fax: (512) 479-1101
lynn.butler@huschblackwell.com

Brian P. Waagner, Fed. Bar No. 14954
HUSCH BLACKWELL LLP
750 17th Street, NW, Suite 900
Washington, D.C. 20006
Tel: (202) 378-2300
Fax: (202) 378-2318
brian.waagner@huschblackwell.com

Buffey E. Klein, *pro hac vice*
HUSCH BLACKWELL LLP
2001 Ross Avenue, Suite 2000
Dallas, Texas 75201
Tel: (214) 999-6100
Fax: (214) 999-6170
buffey.klein@huschblackwell.com

Counsel for Receiver Gregory S. Milligan

CERTIFICATE OF SERVICE

On ___ [REDACTED], 2020, I electronically submitted the foregoing document with the clerk of the court of the U.S. District Court for the District of Maryland, using the electronic case filing system of the court. I hereby certify that I have served all counsel and/or pro se parties of record electronically through the Court's CM/ECF filing system for all parties who have registered to receive electronic service. Additionally, the foregoing document was served on the following parties not registered for Court's CM/ECF filing system as indicated below:

Defendant Kevin B. Merrill (via U.S. Mail):

Kevin B. Merrill, #64274-037
FCI Allenwood Low
Federal Correctional Institution
P.O. Box 1000
White Deer, PA 17887

Defendant Jay B. Ledford (via U.S. Mail):

Jay B. Ledford, #55055-048
FCI Safford
Federal Correctional Institution
P.O. Box 9000
Safford, AZ 85548

Criminal Counsel for Defendant Kevin B. Merrill (via E-Mail and U.S. Mail):

Elizabeth Genevieve Oyer
Office of the Federal Public Defender
100 S Charles St Ste 900 Tower II
Baltimore, MD 21201
liz_oyer@fd.org

Maggie Grace
Office of the Federal Public Defender
100 S Charles St, Tower II, 9th Floor
Baltimore, MD 21201
maggie_grace@fd.org

Criminal Counsel for Defendant Jay B. Ledford (via E-Mail and U.S. Mail):

Harry J Trainor , Jr
Trainor Billman Bennett and Milko LLP
116 Cathedral St Ste E
Annapolis, MD 21401
htrain@prodigy.net

Criminal Counsel for Defendant Cameron R. Jezierski (via E-Mail and U.S. Mail):

Joseph J Aronica
Duane Morris LLP
505 9th St NW Ste 1000
Washington, DC 20004
jjaronica@duanemorris.com

Criminal Counsel for Relief Defendant Amanda Merrill (via E-Mail and U.S. Mail):

Addy R. Schmitt
Ian Herbert
Miller & Chevalier Chartered
900 16th St NW
Washington, DC 20006
aschmitt@milchev.com
iherbert@milchev.com

Relief Defendant Lalaine Ledford (via U.S. Mail):

Lalaine Ledford
10512 Courtney Cove Ave.
Las Vegas, NV 89144
lalainebarretto@yahoo.com

Baltimore County Office of Law (via E-Mail and U.S. Mail):

Susan B. Dubin
Baltimore County Office of Law
400 Washington Avenue
Towson, Maryland 21204
sdubin@baltimorecountymd.gov

Dundalk United Methodist Church (U.S. Mail):

Dundalk United Methodist Church
c/o Edward F. Mathus
6903 Mornington Road
Baltimore, Maryland 21222

Lienholders, Tax Assessors, and Other Interested Parties (U.S. Mail):

Florida Community Bank, N.A.
2325 Vanderbilt Beach Road
Naples, Florida 34109

Mortgage Electronic Registration Systems, Inc.
PO Box 2026
Flint, Michigan 48501-2026

Collier County, Florida Tax Assessor
3291 Tamiami Trail East
Naples, Florida 34112

Maryland Department of Assessments & Taxation
301 W. Preston Street
Baltimore, Maryland 21201-2395
Branch Banking and Trust Company,
A North Carolina Banking Corporation
PO Box 1290
Whiteville, North Carolina 28472

Talbot County, Maryland Finance Office
Talbot County Courthouse
11 North Washington Street, Suite 9
Easton, Maryland 21601

HSBC Bank USA, National Association, as trustee of
J.P. Morgan Alternative Loan Trust 2006-A5
c/o Howard n. Bierman, Trustee
c/o Select Portfolio Servicing, Inc.
3815 Southwest Temple
Salt Lake City, Utah 84115

Clark County, Nevada Tax Assessor
500 S. Grand Central Parkway
Las Vegas, Nevada 89155

First Financial Bank, N.A. Southlake
3205 E. Hwy. 114
PO Box 92840
Southlake, Texas 76092

Hunter Kelsey of Texas, LLC
4131 Spicewood Springs Road, Bldg. J-1A
Austin, Texas 78759

Frost Bank, f/k/a The Frost National Bank
c/o Michael J. Quilling
Quilling, Selander Lownds, Winslett & Moser, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201

The City of Colleyville, Texas
c/o Victoria W. Thomas
Nichols, Jackson, Dilard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201
Tarrant County, Texas Tax Assessor
100 E. Weatherford
Fort Worth, Texas 76196

J Trust
c/o Hillary RE. Badrow, Trustee
2801 Paramount Boulevard
Amarillo, Texas 79109

Dallas Central Appraisal District
2949 N. Stemmons Freeway
Dallas, Texas 75247-6195

Bozeman West
PO Box 1970
15632 West Main Street
Bozeman, Montana 59771-1970

Neil A. Patel
5308 Burgandy Court
Colleyville, Texas 76034

TIB – The Independent BankersBank
350 Phelps Court, Suite 200
PO Box 560528i
Dallas, Texas 75356-0528

Wachovia Mortgage, FSB
PO Box 659548
San Antonio, Texas 78265-9548

Denton County Tax Assessor
1505 E. McKinney Street
Denton, Texas 76209-4525

Potter County, Texas Tax Assessor
900 South Polk, Suite 106
Amarillo, Texas 79101

Wells Fargo Home Mortgage
P.O. Box 10335
Des Moines, IA 50306

Albertelli Law
Attn: Coury M. Jacocks
2201 W. Royal Lane, Suite 155
Irving, TX 75063

Samuel I. White, P.C.
5040 Corporate Woods Drive, Suite 120
Virginia Beach, VA 23462