

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 PROCEDURES FOR
SALE OF PERSONAL PROPERTY AND FOR ORDER AUTHORIZING RETENTION,
EMPLOYMENT, AND COMPENSATION OF HERITAGE AUCTIONEERS &
GALLERIES, INC. AS BROKER**

Receiver Gregory S. Milligan, of the firm Harney Management Partners, LLC (the “Receiver”), with the consent of the Securities and Exchange Commission (the “SEC”) and the Office of the United States Attorney (the “U.S. Attorney’s Office”), respectfully submits this Motion to Approve Procedures for Sale of Personal Property and for Order Authorizing Retention, Employment, and Compensation of Heritage Auctioneers & Galleries, Inc. (“Heritage”) as Broker (the “Motion”). The facts and circumstances supporting this Motion are set forth in the Declaration of Kathleen Guzman (the “Guzman Declaration”), which is attached hereto as **Exhibit A**, and the Declaration of Gregory S. Milligan (the “Milligan Declaration”), which is attached hereto as **Exhibit B**. In further support of this Motion, the Receiver states as follows:

I. BACKGROUND

1. Pursuant to the Initial Preservation Plan, the Receiver has identified numerous

luxury goods of the Receivership Estate.¹ See Dkt. No. 54 at 23-24. By this Motion, the Receiver seeks to employ, retain, and compensate Heritage to market and auction the following categories of luxury goods and any other property that fits within each category that the Receiver may discover during the course of his investigation that is owned by or held in the name of the Receivership Parties:

- Sports memorabilia;
- Artwork;
- Watches;
- Comic books;
- Purses;
- Fine wine; and
- Jewelry.

(collectively, the “Property”).² The Property identified to date is specifically itemized in the schedules attached to the Master Auction Consignment Agreement (the “Consignment Agreement”) attached to the Guzman Declaration as **Exhibit 1**.

2. None of the Property is believed to be appreciating in value such that holding the Property in storage for any period of time would result in a greater sale price at a later date as opposed to being sold immediately. See Milligan Declaration at ¶ 11.

3. Moreover, much of the Property is in the possession of the FBI and U.S. Marshals Service. The United States Attorney’s Office is requesting that the Receiver take possession of the Property, which would require significant insurance and security measures if the Receiver were to take direct control of the Property. By this Motion, the Receiver seeks to have the FBI and U.S. Marshals Service transfer the Property directly to Heritage as the Receiver’s agent.

¹ Capitalized terms herein shall have the same meaning as used in the First Amended Order Appointing Temporary Receiver (the “Receivership Order”) (Dkt. No. 62) unless otherwise noted.

² The Federal Bureau of Investigation (the “FBI”) and/or United States Marshal Service (the “U.S. Marshals Service”) are currently in possession of much of the Property.

Heritage maintains adequate insurance and has appropriate security measures to ensure the Property is safely stored until such time as this Court may enter an order authorizing its auction and sale. *See* Milligan Declaration at ¶ 12.

4. 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).

5. 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).

6. The Receivership Order provides in relevant part that:

[T]he receiver is authorized to solicit persons and entities (“Retained Personnel”) to assist him in carrying out the duties and responsibilities described in this Order. With the exception of the retention of counsel to represent him in this matter, the Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court authorizing such engagement.

Dkt. No. 62 at ¶ 63.

II. REQUESTED RELIEF

A. Proposed Property Sales Procedures.

7. The Receiver seeks Court authorization to adopt the Property sales procedures (the “Property Sales Procedures”) proposed by this Motion and to sell the Property in accordance with such procedures.

8. Implementation of the Property Sales Procedures will enable the Receiver to sell the Property in an orderly, efficient, and equitable manner and to maximize the proceeds received from such sales without the need for unnecessary administrative expenses and fees. The Receiver believes that adoption of the Property Sales Procedures and the sale of the Property

pursuant thereto is in the best interests of the Receivership Estate. *See* Milligan Declaration at ¶ 14.

9. The Receiver's proposed Property Sales Procedures consist of the following:
 - a. Transfer of the Property from the FBI and the U.S. Marshals Service to Heritage, as the agent of the Receiver.
 - b. Upon receipt and inspection of the Property by Heritage, and after consultation with Heritage, the Receiver will establish an opening bid price ("Opening Bid") and the minimum price acceptable (the "Reserve") for each item of Property.
 - c. Heritage will thereafter market the Property by category for sale to the public in accordance with the terms and conditions set forth in the auction Consignment Agreement. *See* Consignment Agreement.
 - d. Heritage will market the Property on its website, *www.ha.com*, and by inclusion in its catalogs in advance of its scheduled public auctions.³ An exemplar catalog circulated by Heritage to its subscribers for a completed auction is attached to the Guzman Declaration as **Exhibit 2**.
 - e. Upon establishing an Opening Bid and a Reserve for each item of Property within a category, the Receiver will file with the Court a notice of the proposed auction. A form notice of the proposed auction (the "Notice") is attached hereto as **Exhibit C**. The Notice will be served on all Known Parties of Interest. As used in this Motion, the term "Known Parties of Interest" shall mean: (i) all counsel and/or pro se parties of

³ Heritage has not yet scheduled a date for public auction of the Property.

record in this case who have registered to receive electronic service; (ii) all parties of record in this case who have not registered to receive electronic service; and (iii) any individuals or entities who have actually informed the Receiver that they hold an interest in the Property at issue. Any Known Parties of Interest appearing in this case who have registered to receive electronic service shall receive a copy of the Notice through the Court's CM/ECF filing system. All other Known Parties of Interest shall receive a copy of the Notice through regular U.S. Mail. The Receiver will also post a copy of the Notice on the Receiver's website for this case, *www.merrill-ledford.com*, to provide notice to the public of the auction. The Notice will act as formal legal notice of the proposed sale and will require all Known Parties of Interest and any other individual or entity with objections to the proposed sale, or with claims to or against the property to be sold, to timely respond to the Notice or be deemed to consent to the sale. The Notice will be filed with the Court, served upon parties claiming an interest, and posted on the Receiver's website no less than seven days prior to any public auction.

- f. Due to the large number of items of Property to be sold in this case, the Receiver seeks approval from the Court to establish the "negative notice" procedure set forth herein for each auction to avoid the unnecessary administrative fees and expenses that would accompany individual sale motions for each item of Property.
- g. Specifically, the Receiver proposes to give all parties in interest and the

public seven (7) days' notice to review the Opening Bid for each item of Property that will be included in the Notice, which will include the date, time, and location of the public auction for the items of Property. The Notice will be filed with the Court and mailed to all Known Parties in Interest not registered to receive electronic service, as set forth *supra*, on the same day ("Notice Date").

- h. Each Notice will contain the following language directly below the title of the Notice:

This Notice of Proposed Public Auction (the "Notice") seeks approval of the auction and sale of certain items of personal property (the "Property") of the Receivership Estate by public auction that may adversely affect you. If you oppose the auction or sale of the Property identified in this Notice, or if you have a claim to or against the Property, you should immediately contact the undersigned counsel for Receiver Gregory S. Milligan (the "Receiver"). If you and the Receiver cannot agree, you must file a written objection (or a claim of ownership or interest in the Property, identifying the source of your claim) to the proposed auction or sale within 7 days of the date this Notice was filed with the Court. Your objection or claim must state why the proposed auction or sale should not be approved by the Court. If no party files a timely objection or claim, the proposed auction and sale shall be deemed approved by the Court without further Order, thereby authorizing Heritage Auctioneers & Galleries, Inc. to conduct the public auction and close on the sale of the Property.

- i. In the event no objection or claim is filed within seven days of the Notice Date, the Receiver will thereafter be authorized, without further Order of the Court, to hold a public auction and sale of the Property under the terms identified in the Notice.
- j. During the public auction, bidding shall begin initially with the Opening Bid, and subsequently continue in minimum increments that shall be specified by Heritage prior to the commencement of bidding. The public

auction will continue until bidding on the Property subsides and the auction of the item is closed.

- k. The Receiver would thereafter deposit and retain the proceeds of the sale in the bank account of the Receiver to preserve the value of the Property for the benefit of the Receivership Estate.
- l. If the public auction does not result in any bids above the Reserve, Heritage shall not be authorized to sell the item of Property, and the Receiver shall be required to file a new Notice for any subsequently proposed auction of the item of Property.
- m. In the event an objection or claim is filed within seven days of the Notice Date, such objecting party or party asserting a claim shall state why the proposed auction should not be approved by the Court and the basis for such belief. To the extent that the objecting party alleges a claim to or against the Property, the objecting party shall describe such claim.
- n. The Receiver's response to an objection to the proposed auction of an item of Property or a claim shall be filed within seven (7) days of the filing of the objection.
- o. The Court may thereafter determine whether a hearing is necessary to (i) approve the public auction or (ii) sustain the objection.
- p. If no objection or claim is filed, or if the Court approves the auction subsequent to an objection or claim, the Receiver's sale of the Property 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 sale.

- q. The Receiver shall, when reporting on the Receivership Estate generally, report on the results of any auction of the Property that occurred during the relevant reporting period.

B. Employment and Retention of Heritage.

10. The Receiver seeks to retain Heritage to represent the Receiver as the exclusive sales agent and broker for the marketing and auction of the Property. The Receiver wishes to employ Heritage in accordance with the terms and conditions set forth in the Consignment Agreement attached to the Guzman Declaration as Exhibit 1.

11. Heritage is the largest collectibles auctioneer and fourth largest auction house in the world, as well as the largest auction house founded in the United States. Heritage was established in 1976 and offers a wide range of coins, currency, art, comic books and art, entertainment and music memorabilia, jewelry and timepieces, vintage and couture handbags, rare books, fine and rare wine, intellectual property, and luxury real estate. *See* Guzman Declaration at ¶ 4.

12. To facilitate Heritage's operations, Heritage employs more than 130 experts and 400 additional service-oriented professionals. *See* Guzman Declaration at ¶ 5. In addition, Heritage's website, *www.ha.com*, has over 1 million online bidder-members registered. *See id.*

13. As a result of the foregoing, Heritage has specialized knowledge and experience in the various markets for the types of personal property the Receiver is seeking approval to sell via public auction. Because of Heritage's specialized knowledge and vast customer base, Heritage has access to the limited segment of buyers who seek to purchase these luxury goods, collectibles, and memorabilia. *See* Guzman Declaration at ¶ 6.

14. The Receiver believes that Heritage's team is qualified to represent the Receiver based on their years of experience and knowledge of the luxury goods market. Further, the Receiver considered hiring other brokers in the auctioneer market, and conducted due diligence in that regard. After such inquiry, the Receiver believes that Heritage's compensation, which, if the Court grants this Motion, will be paid by the buyers of the Property and not by the Receivership Estate, is at or below market rates and its experience and services represent a good value for the Receivership Estate. *See* Milligan Declaration at ¶ 8.

15. The Receiver has numerous assets to manage, preserve, and potentially liquidate in order to maximize the value of the Receivership Assets, including the Property. 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. The Receiver requires the knowledge and experience of Heritage in the luxury goods market to effectively market and sell the Property. *See* Milligan Declaration at ¶ 9.

16. The professional services that Heritage will render to the Receiver shall include providing advice and assistance in the marketing and auction of the Property. *See* Guzman Declaration at ¶ 10.

17. The Receiver requests approval of the compensation and reimbursement for services rendered by Heritage without need of further Court approval. The Receiver negotiated an elimination of Heritage's customary 7.5% commission paid by the seller, which will result in a substantial savings to the Receivership Estate, and in the Receiver's business judgment, the buyers' premium proposed by Heritage are fair and will result in a net benefit to the Receivership Estate and will reduce the administrative cost to the Receivership Estate. If Heritage was

required to submit fee applications, the burden of preparing those fee applications would fall on the Receiver's professionals and would increase the financial burden on the Receivership Estate. Accordingly, the Receiver requests final approval of Heritage's compensation and services without need of further Court approval. *See* Milligan Declaration at ¶ 15.

18. As detailed in the Consignment Agreement attached to the Guzman Declaration as Exhibit 1, upon the sale of any item of Property, Heritage will be authorized to receive a premium from the buyer (the "Premium") in an amount as follows: (i) equal to 20% of the purchase price for any Property classified as sports memorabilia or comic books in the Consignment Agreement; (ii) equal to 23% of the purchase price for any Property classified as wine in the Consignment Agreement; and (iii) for any other Property, not classified in the Consignment Agreement as sports memorabilia, comic books or wine, on a graduated schedule of 25% of the purchase price of each item up to and including \$300,000.00, plus 20% of any purchase price between \$300,001.00 and \$3,000,000.00, and 12.5% of any purchase price exceeding \$3,000,001.00. *See* Consignment Agreement. The Premium will be paid by the buyer of the Property and will not be paid by the Receivership Estate. The Premium shall be made payable to Heritage without the need for further application to or Order from the Court.

III. CONCLUSION

WHEREFORE, the Receiver respectfully requests that this Court enter an order: (i) granting this Motion; (ii) approving the proposed Property Sales Procedures; (iii) authorizing the Receiver to employ Heritage Auctioneers & Galleries, Inc. as broker for the Receiver pursuant to the Consignment Agreement; (iv) approving payment of Heritage Auctioneers & Galleries, Inc.'s Premium without need of further Court approval; and (v) granting such other relief as the Court deems just and proper.

Date: November 26, 2019.

Respectfully Submitted,

/s/ Lynn H. Butler

Lynn H. Butler, *pro hac vice*
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Counsel for Receiver Gregory S. Milligan

CERTIFICATE OF SERVICE

On November 26, 2019, 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
Harford County Detention Center, #1335278
1030 Rock Spring Rd.
Bel Air, MD 21014

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

Jay B. Ledford, #1563752
Howard County Department of Corrections
7301 Waterloo Road
Jessup, MD 20794

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

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

Samual 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,)
)
Plaintiff,)
)
v.)
)
KEVIN B. MERRILL, et al.,)
)
Defendants.)

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

**DECLARATION OF KATHLEEN GUZMAN IN SUPPORT OF RECEIVER GREGORY
S. MILLIGAN’S MOTION TO APPROVE PROCEDURES FOR SALE OF PERSONAL
PROPERTY AND FOR ORDER AUTHORIZING RETENTION, EMPLOYMENT. AND
COMPENSATION OF HERITAGE AUCTIONEERS &
GALLERIES, INC. AS BROKER**

I, Kathleen Guzman, declare pursuant to 28 U.S.C. § 1746 and under penalty of perjury as follows:

1. I am the Managing Director of Heritage Auctioneers & Galleries, Inc. (“Heritage”) and maintain an office at 445 Park Avenue, New York, New York 10022.
2. The facts set forth herein are true and correct and based upon my personal knowledge.
3. I make this affirmation in support of the Motion to Approve Procedures for Sale of Personal Property and for Order Authorizing Retention, Employment, and Compensation of Heritage as Broker (the “Motion”), filed by the Receiver Gregory S. Milligan, of the firm Harney Management Partners, LLC (the “Receiver”), for authority to retain Heritage as broker for the Receiver for purposes of marketing and auctioning certain collectibles, memorabilia, and other property owned or held in the name of the Relief Defendants.¹
4. Heritage is the largest collectibles auctioneer and fourth largest auction house in the world, as well as the largest auction house founded in the United States. Heritage was established in 1976 and offers a wide range of coins, currency, art, comic books and art, entertainment and music memorabilia, jewelry and timepieces, vintage and couture handbags, rare books, fine and rare wine, intellectual property, and luxury real estate.

¹ Capitalized terms herein shall have the same meaning as used in the First Amended Order Appointing Temporary Receiver (the “Receivership Order”) (Dkt. No. 62) unless otherwise noted.

5. To facilitate Heritage's operations, Heritage employs more than 130 experts and 400 additional service-oriented professionals. In addition, Heritage's website, *www.ha.com*, has over 1 million online bidder-members registered.
6. As a result of the foregoing, Heritage has specialized knowledge and experience in the various markets for the types of luxury goods the Receiver is seeking approval to sell via public auction. Because of Heritage's specialized knowledge and vast customer base, Heritage has access to the limited segment of buyers who seek to purchase these luxury goods, collectibles and memorabilia.
7. The Receiver seeks to employ, retain, and compensate Heritage to market and auction the following categories of collectibles, memorabilia and any other property that fits within each category that the Receiver may discover during the course of his investigation that is owned by or held in the name of the Receivership Parties: (i) sports memorabilia; (ii) artwork; (iii) watches; (iv) comic books; (v) purses; (vi) fine wine; and (vii) jewelry (collectively, the "Property"). The Property is specifically itemized in the schedules attached to the Master Auction Consignment Agreement (the "Consignment Agreement") attached hereto as **Exhibit 1**.
8. None of the Property is believed to be appreciating in value such that holding the Property in storage for any period of time would result in a greater sale price at a later date as opposed to being sold immediately.
9. Heritage has provided the Receiver with the terms and conditions of its representation of the Receiver to market and auction the Property. The terms and conditions of Heritage's representation are set forth in the Consignment Agreement.
10. The professional services that Heritage will render to the Receiver shall include providing advice and assistance in the marketing and auction of the Property.
11. It is understood that the auction and sale of any item of Property shall not be authorized until approved by the Court through establishment the Property Sale Procedures. If the Property Sale Procedures are approved by the Court, Heritage will conduct an auction and sale of the Property after a notice is filed with the Court and posted on the Receiver's website and the Receiver obtains authorization for the public auction.
12. The Heritage team member will conduct an auction of the Property once the Property has been specifically identified in a notice to be filed with the Court and posted on the Receiver's website.
13. Heritage will market the Property on its website, *www.ha.com*, and by inclusion in its catalogs in advance of its scheduled public auctions. An exemplar catalog circulated by Heritage to its subscribers for a completed auction is attached hereto as **Exhibit 2**.
14. The Consignment Agreement contains the proposed buyers' premium agreed to between

the Receiver and Heritage regarding the categories of Property identified herein.

15. As detailed in the attached Consignment Agreement, upon the sale of any item of Property, Heritage will be authorized to receive a premium from the buyer (the "Premium") in an amount as follows: (i) equal to 20% of the purchase price for any Property classified as sports memorabilia or comic books in the Consignment Agreement; (ii) equal to 23% of the purchase price for any Property classified as wine in the Consignment Agreement; and (iii) for any other Property, not classified in the Consignment Agreement as sports memorabilia, comic books or wine, on a graduated schedule of 25% of the purchase price of each item up to and including \$300,000.00, plus 20% of any purchase price between \$300,001.00 and \$3,000,000.00, and 12.5% of any purchase price exceeding \$3,000,001.00. *See* Consignment Agreement. The Premium will be paid by the buyer of the Property and will not be paid by the Receivership Estate. The Premium shall be made payable to Heritage without the need for further application to or Order from the Court.
16. Other than as disclosed in the Motion and Consignment Agreement regarding compensation to Heritage, no other agreement exists to share any compensation received by Heritage for its services to the Receiver with any other person or firm.
17. The Premium set forth in the Consignment Agreement is customary and standard for consignment transactions and has been agreed upon between Heritage and the Receiver.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on November 18, 2019.

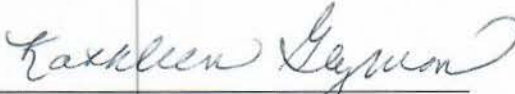

KATHLEEN GUZMAN

EXHIBIT 1

HERITAGE AUCTIONS

Client #: 3405598	Primary Auction: Master Agreement		Email: gmilligan@hameypartners.com
Name: Gregory S Milligan, Receiver		Primary Phone: 512-892-0803	
Company: Harney Management partners LLC		Night:	
Address: PO Box 90099		Cell:	
Address (2 nd):		Fax: 512-532-0990	
City: Austin	State: TX	Zip/Postal Code: 78709-0099	Country:

MASTER AUCTION CONSIGNMENT AGREEMENT FOR COLLECTIBLES COMICS, HANDBAGS, TIMEPIECES, JEWELRY, SPORTS MEMORABILIA, MISC ART & WINE

This Agreement between Heritage Auctioneers & Galleries, Inc., d/b/a Heritage Auctions ("Auctioneer") and Consignor. Consignor appoints Auctioneer and Auctioneer agrees to act as Consignor's agent for the sale of the collectible properties listed in the attached Schedule 1 or other inventory listing (collectively, Schedules), together with any certificates, documents, and photographs establishing authenticity or provenance (the "Properties"). The three (3) attached Schedules include approximately 49 watches, 175 jewelry pieces, 95 slabbed comics, 95 handbags, several paintings by Monopoly, a print by Bateman, various spots items and bottles of wine, all subject to the following:

The Properties are consigned to Auctioneer's various auction(s) for each category of the Properties within one year of the delivery of the Properties to the Auctioneer, e.g., Signature auctions or Internet auctions, (collectively or individually, the "Auction") presented by Auctioneer, one of its affiliates, including Heritage Collectibles, Inc., as to wine auctions and Heritage Vintage Sports Auctions, Inc. as to sports memorabilia. For Auctioneer's services, the Consignor's Seller's Fee is waived meaning that Consignor shall receive 100% of the hammer from the sale of Properties.

The Hammer Price is defined as the winning bid accepted by Auctioneer, in Auctioneer's sole discretion. Hammer Price does not include the premium paid by buyer as set forth in the applicable Auction catalog and shown on Auctioneer's website, which is retained by Auctioneer as its exclusive property. The applicable Buyer Premiums are: a) 20% for sports and comics; b) 23% for wine; and c) the other venues have a graduated schedule of 25% of the Hammer Price of each lot, up to and including \$300,000, plus 20% of the Hammer Price from \$300,001, up to and including \$3,000,000, plus 12.5% above \$3,000,001.

Consignor will not be responsible for any related expenses, such as photography or related third-party expenses, such as restoration, special authentication, etc., unless otherwise agreed upon in writing herein.

Consignor warrants that Consignor has the right to consign the Properties pursuant to a court order. Consignor further warrants that the Properties shall include all items that Consignor has control over per the court order and shall deliver the same to Auctioneer as the Properties are released from evidence in any applicable court action.

Upon delivery of a Property to the Auctioneer, they shall be insured. The insured value of Properties with a high estimate shall be insured at the high estimate. Properties without a high estimate shall be insured at the value shown on the Schedules or otherwise fair market value.

IMPORTANT NOTICE: Consignor acknowledges having read, understood, and accepts the General Consignment Terms and Conditions appearing in Paragraphs 1-13 of this Agreement.

Consignment without Reserve: The Properties shall be offered without reserve.

Consignor	Heritage Auctioneers & Galleries, Inc., d/b/a/ Heritage Auctions		
Signature:	By: <i>Paul R. Mitchell</i> By CD:		
Title: Receiver	Date: November ____, 2019	Title: COO, TX Auc #16591	Date:
This Agreement is binding upon Consignor's execution and upon Auctioneer when executed by two of its representatives. If the Consignor is an entity, the authorized representative signing on behalf of the entity accepts the Terms of this Agreement.			

GENERAL CONSIGNMENT TERMS AND CONDITIONS

- Consignor specifically agrees that the Auction shall be conducted in accord with the published Terms and Conditions of Auction as printed in Auctioneer's catalogs and posted on its website. A copy of the Terms and Conditions of Auction will be sent upon receipt of Consignor's written request.
- Any Properties failing to meet the opening bid will remain available for sale at the opening bid until the Settlement Date, plus up to fifteen (15) additional days if on hold for a potential buyer. Generally, lots with Estimates open at fifty percent of low estimate. Consignor may not bid on the Properties.
- Auctioneer cannot be responsible for failures in either a bidder's transmission or Auctioneer's receipt of any bid by internet, telephone, fax, mail, or other means, and thus Consignor expressly waives Auctioneer's liability for failing to execute or to receive any bids. Additionally, Auctioneer may miss or decline floor bids, book bids, and bids through third-party bidding services. Consignor waives Auctioneer's liability for execution of these bids. Auctioneer permits absentee bidding, and may place bids for third parties.
- Auctioneer reserves the right to change the location and date of any Auction herein or sell the Properties in a single auction or a series of Auctions, regardless if such Auctions extend beyond the date of Auction shown herein. **The consignment of Properties made under this Agreement may not be withdrawn by Consignor for any reason**, but Auctioneer reserves the right to withdraw the Properties, or any part of the Properties, from the Auction at any time prior to the opening of any lot containing such Properties for sale by the Auctioneer (crier), or in the case of Internet-Only auctions when the bid opens for either live bidding online or the beginning of the extended period, if any. Auctioneer reserves the right after execution of the Agreement to determine that all or parts of the Properties are not suitable for inclusion in any Auction venue and to return such Properties to Consignor without any liability. If, at any time, Auctioneer receives evidence that the Properties are or may not be genuine or have a title defect, Auctioneer reserves the right to void the sale, and if Consignor has been paid for such item(s), to be immediately reimbursed therefore. Auctioneer reserves the right to catalog, describe, and group the Properties in the manner it sees fit. Consignor agrees Auctioneer may photograph and advertise the items, and such images shall be Auctioneer's sole property and copyright. Consignor agrees all published information concerning its Properties may be incorporated into Auctioneer's archival public record. Auctioneer will not be responsible for losses to Consignor

caused by errors in cataloging or describing Properties. Auction catalogs will be sent to prospective buyers as determined by Auctioneer; certain Auctions are posted only on the internet. Consignor agrees that Auctioneer may exclude from the Auction any participants that it deems are commercially inappropriate.

5. Auctioneer does not guaranty the payment of any bid. If any bidder awarded a lot fails to pay for the lot when requested to do so by Auctioneer, the Auctioneer may offer and sell the lot to an underbidder or other buyer without notice to Consignor, provided such amount is equal to or in excess of Consignor's Reserve. Or, if payment in full is not received from a bidder for any Properties by the Settlement Date (hereby defined as forty-five (45) days after the Auction's final session (for settlement purposes the final session will be considered the last session of the associated Signature Auction), or the following Tuesday if the Settlement Date falls on a weekend or a holiday), or if the invoice is voided, or if for any reason the sale of any Properties is not completed by those dates, Consignor authorizes Auctioneer to do any of the following at its option: a) declare the sale null and void, and return the Properties to Consignor in full satisfaction of Auctioneer's obligation under this Agreement with regard to such Properties; b) pay Consignor the amount of the Hammer Price less Seller's Commission and less all amounts due Auctioneer under this Agreement; c) reassign any Properties returned by a bidder to a subsequent Auction at Auctioneer's sole discretion under the same terms as the Properties were originally consigned; or d) sell the Properties to an underbidder or other buyer if the Consignor receives the "net proceeds" due him for the lot based on the original hammer price. Auctioneer may use the Buyer's Premium to fund the net proceeds due Consignor.
6. The Properties shall secure all fees owed to Auctioneer. Consignor's rights to the Proceeds from the sale of Properties matures on the Settlement Date. Upon Settlement Date, the monies then due Consignor will be applied in the following order: a) to the payment of any fees due Auctioneer, as applicable; b) to payment of any authentication fees or other professional opines or third-party expenses; c) balance shall be paid to Consignor. Auctioneer reserves the right to accept a return of any Properties, prior to Settlement for valid reason in its sole opinion as to attribution, authenticity, condition, title or other just cause, in which instance Consignor agrees to reimburse Auctioneer, by offset or otherwise, any funds for such Properties that Auctioneer had previously paid to Consignor during the term of this Agreement. Pending Settlement, Proceeds shall be cleared in Auctioneer's non-interest bearing facility account.
7. Consignor agrees and understands that: a) the Insured Value claimed is for insurance purposes only; b) **Auctioneer has not in any way verified the Insured Value and does not guarantee that the amount the Properties may realize at the Auction will approach, be equal to, or be greater than the Insured Value;** and c) that the applicable insurance is not "Stated Value" and that Auctioneer's insurance carrier is obligated to pay only "fair market value" which may be less than Consignor's valuation. In the event of loss or damage, the insurance carrier shall be directed to pay Consignor the insurance proceeds less an amount to be paid to Auctioneer equal to Buyer's Premiums based on the total amount of the insurance proceeds. This payment to Consignor by the insurance carrier shall completely satisfy Auctioneer's obligations regarding the Properties under this Agreement.
8. This Agreement, any Addenda and related Schedules is the entire agreement between Consignor and Auctioneer concerning the consignment of Properties, and it supersedes any prior agreement or representation. This Agreement can only be changed in writing (including email) with such change agreed and acknowledged by both Consignor and Auctioneer. If any part of this Agreement is held to be unenforceable, all other parts of this Agreement shall continue to be in full force and effect; any part that is found to be unenforceable shall only be limited so that it shall be enforced to the fullest extent permitted by law. Each referenced document incorporates the auctioneer licensing information and state notices shown below.
9. At Auctioneer's discretion, Properties that are appropriate for authentication, restoration or expertizing (collectively "Services") may be submitted on Consignor's behalf. As to any claim for damages to or loss of property or profits that pertain to the processing of the Properties by any Service, Consignor agrees to waive, release and hold harmless Auctioneer against any and all claims. **Note:** Services may evaluate the Properties differently than Consignor's evaluation, and upon resubmission may issue different opinions. If there is a dispute as to such evaluation, such dispute is exclusively between Consignor and Services. As to any Property's frame, glass, packaging materials, holder, case, presentation display, etc. ("Accessories"), Auctioneer shall not be liable for: a) breakage or damage to Accessories, b) framing or reframing of the Properties, or c) framing that is altered. Auctioneer may elect to discard a Property's Accessories and not return them without liability.
10. If Properties are returned for any reason, Consignor agrees to pay all costs of shipping, handling, insurance, customs, taxes, and related expenses and bear risk of loss, both during delivery to Auctioneer and/or return to Consignor. Consignor may be required to prepay the return shipping costs and select an appropriate third-party common carrier for shipment.
11. **Exclusive Dispute Resolution Process:** All claims, disputes, or controversies in connection with, relating to, and/or arising out of this Agreement, any amendment thereof, any advance hereunder, any consigned Properties or damage to consigned Properties, any interpretation of this Agreement, any alleged verbal modification and/or any purported settlement, whether asserted in contract, tort, under Federal or State statute or regulation, or any claim made by the buyer of Consignor's Properties or a participant in the auction involving Consignor's Properties {which claim Consignor consents to be made a party} (collectively, "Claim") shall be exclusively heard by, and the claimant (or respondent as the case may be) and Auctioneer each consent to the Claim being presented in the Court which has appointed the Consignor as receiver i.e. Maryland Federal District Court This Agreement and any Claim shall be determined and construed under Maryland law.
12. **Notices:**

Privacy Notice: Heritage Auctions may process Consignor's information for carefully-considered and specific purposes to enhance services provided. For more information, please see the Heritage Auctions Privacy Policy at HA.com/Privacy or contact Auctioneer at 866-835-3243 or Privacy@HA.com.

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Notice as to an Auction in New York City: These Terms and Conditions are designed to conform to the applicable sections of the New York City Department of Consumer Affairs Rules and Regulations as Amended. This is a Public Auction Sale conducted by Auctioneer. The New York City Auctioneers conducting the sale on behalf of Heritage Auctions No. 41513036 ("Auctioneer") are licensed Auctioneers including Dawes, Nicholas 1304724, Guzman, Kathleen 762165, Luray, Elyse 2015375, or as listed at HA.com/Licenses and as posted at the venue site. All lots are subject to: the Consignor's right to bid thereon in accord with these Terms and Conditions of Auction, Consignor's option to receive advances on their consignments, and Auctioneer, in its sole discretion, may offer limited extended financing to registered bidders, in accord with Auctioneer's internal credit standards. Auctioneer will disclose to bidders, upon request, a list of lots subject to an advance, reserve, guarantee, or Auctioneer's financial interests of any kind.

Notice as to an Auction in Texas: In compliance with TDLR rule 67.100(c)(1), notice is hereby provided that this auction is covered by a Recovery Fund administered by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-2906. Any complaints may be directed to the same address.
13. **Licenses/Bonds:** Heritage Numismatic Auctions, Inc.: CA Bond #LSM0818768; FL #AB665; IL #444.000370; Currency Auctions of America, Inc.: FL #AB2218; Heritage Auctioneers & Galleries, Inc.: NYC #1364738; CA #LSM0889114; Auctioneer Samuel Foose: TX #11727; CA Bond #LSM0746370; FL #AU3244; NYC #0952360; IL #441.01482; Auctioneer Mike Sadler: TX #16129; Auctioneer Kathleen Guzman: NYC #0762165

Row #	FBI Inventory	CATS ID#	Description	Owner
1	1B23		Rolex watch, brown in color band and brown metallic face, and green watch case.	Ledford
2	1B24		Green in color Gucci watch with a black in color face.	Ledford
3	1B26		Rolex watch, black in color, with black face.	Ledford
4	1B28		Hermes emerald green crocodile long wallet with box	Ledford
5	1B29		Rolex watch, silver in color, with green in color face, in green case.	Ledford
6	1B31		Black Wolf leather automatic watch winder serial 062317242.	Ledford
7	1B35		Chanel purse, tan in color, S/N: 2934723	Ledford
8	1B36	18-FBI-006759	Breitling Bentley watch, black in color, with black and grey face, in brown case.	Ledford
9	1B53		Louis Vuitton Daimer brown canvas sml speedy bag & wallet gold hardware	Ledford
10	1B54		Autographed NFL football.	Ledford
11	1B72		Vegas Golden Knights hockey stick signed by Marc Antes Flurey with certificate of authenticity.	Ledford
12	1B79		MVP Super Bowl helmet with letter of authenticity.	Ledford
13	1B84		Louis Vuitton lap top bag	Ledford
14	1B84		Louis Vuitton black coated canvas 45cm keepall, shoulder strap & luggage tag	Ledford
15	1B84		Barrington tan leather soft briefcase, with silver hardware and shoulder strap	Ledford
16	1B88		Hermes vert Epsom 30cm Birkin gold hardware with twilly, clochette, lock & key	Ledford
17	1B88		Hermes blue sapphire ostrich pochette gold hardware plastic on metal	Ledford
18	1B88		Hermes black retourne 30 cm kelly, gold hardware, clochette, lock & key	Ledford
19	1B89		Chanel black acrylic rectangular "5" clutch, silver chain strap minor scratches	Ledford
20	1B89		Chanel rose beige python medium boy bag distressed hardware	Ledford
21	1B89		Chanel off white caviar quilted leather jumbo flap bag silver chain strap	Ledford
22	1B89		Chanel beige caviar leather small flap bag gold hardware squashed	Ledford
23	1B89		Chanel black caviar quilted leather long wallet with gold hardware	Ledford
24	1B89		Chanel red caviar quilted leather wallet on chain, silver hardware	Ledford
25	1B89		Chanel black quilted leather zippered fanny pack on chain	Ledford
26	1B89		Chanel black silk velvet and black leather clutch, pearl catch	Ledford
27	1B89		Chanel black leather top handle quilted flap bag, gold hardware, pink interior	Ledford
28	1B90		6 pair new shoes: Guisepppe Zanotti silver sandals, Blahnik blue heels, Gucci pink patent sandals, Wang tan suede and plastic sandals, Louboutin black patent heels, Louboutin green velvet heels	Ledford
29	1B91		3 pair of new shoes: Alexander Wang heels, Tamara Melon sandals, Marant boots	Ledford
30	1B92		Louis Vuitton Daimler black backpack with silver hardware	Ledford
31	1B92		Black and grey Louis Vuitton back pack.	Ledford
32	1B93		Chanel black/white python and leather small flap bag with rhutium hardware	Ledford
33	1B93		Chanel black leather chevron drawstring small backpack, gold hardware	Ledford
34	1B93		Chanel tan quilted leather small flap bag, gold hardware	Ledford
35	1B93		Chanel black quilted leather wallet on chain, gold hardware	Ledford
36	1B93		Chanel black chevron leather small top handle bag with distressed hardware	Ledford
37	1B93		Chanel black quilted silk velvet medium flap bag, grosgrain interior, silver strap	Ledford
38	1B93		Chanel yellow chevron leather medium flap bag, red interior, gold chain strap	Ledford
39	1B93		Chanel white leather and black quilted drawstring pouch with mixed metal strap	Ledford
40	1B94		Dustbag covers for handbags	Ledford
41	1B95		Chanel black quilted leather small backpack, gold hardware	Ledford
42	1B95		Chanel grey caviar leather quilted maxi flap bag, silver hardware	Ledford
43	1B95		Chanel black quilted leather fanny pack, with gold waist chain	Ledford
44	1B95		Chanel off white quilted leather drawstring hobo bag with shoulder strap	Ledford
45	1B96		Chanel black quilted box clutch, tassel, silver hardware	Ledford
46	1B96		Chanel black chevron medium boy bag with gold chain detail	Ledford
47	1B96		Chanel off white chevron medium boy bag with gold hardware	Ledford
48	1B96		Chanel pink silk velvet and leather small flap bag, gold hardware and strap	Ledford
49	1B98		Valentino Rockstud white pebbled leather large tote	Ledford
50	1B98		Fendi blue leather whip stitched top handled mini peekaboo bag	Ledford
51	1B98		Fendi cream shearling and leather mini top handle peekaboo bag	Ledford
52	1B99		Chanel black quilted leather drawstring large bag, gold hardware	Ledford
53	1B99		Chanel back caviar quilted maxi flap bag, gold hardware	Ledford
54	1B99		Chanel black leather quilted medium flap bag, gold hardware	Ledford
55	1B100		Chloe grey leather large horseshoe Marcie shoulder bag gold tone hardware	Ledford
56	1B100		Chloe beige leather and suede small Nile clutch gold bracelet handle	Ledford
57	1B100		Chloe brown leather and suede Faye shoulder bag, silver hardware	Ledford
58	1B100		Dior ecru small saddle shoulder bag with tapestry strap gold hardware	Ledford
59	1B101		Hermes black lizard and leather jige clutch	Ledford
60	1B101		Hermes ecru leather jige clutch	Ledford
61	1B101		Hermes gold leather evelyne large saddlebag	Ledford
62	1B101		Hermes gold swift leather 28cm kelly, white topstitch, strap, clochette, lock/key	Ledford
63	1B103		Valentino Rockstud Va Va Voom beige leather grip clutch, strap	Ledford
64	1B103		Marc Jacobs black leather quilted medium shoulder bag with gold chain strap	Ledford
65	1B103		Gucci red suede and black leather Ophidia clutch, web trim, shoulder strap	Ledford
66	1B103		Gucci rose leather chevron ribbed Marmont bag, chain shoulder strap	Ledford
67	1B103		FAKE Gucci monogram shoulder bag, with web red strap	Ledford
68	1B104		Louis Vuitton cream and grey coated canvas Girokata d'Azur drawstring tote	Ledford
69	1B104		Louis Vuitton cream and grey coated canvas Daimer neverful tote	Ledford
70	1B104		Louis Vuitton cream and grey coated canvas Daimer neverful tote	Ledford
71	1B104		Louis Vuitton brown monogram coated canvas flap bag, chain & leather strap	Ledford

Row #	FBI Inventory	CATS ID#	Description	Owner
72	1B104		Gucci tan monogram coated canvas clutch with web trim, gold chain	Ledford
73	1B105		Louis Vuitton brown monogram petit malle clutch, shoulder strap	Ledford
74	1B105		Mc Queen rose alligator embossed top handled bag with shoulder strap	Ledford
75	1B105		Prada black leather hard sided bag with shoulder strap, gold trim	Ledford
76	1B105		Givenchy black leather barrel form top handle small bag, with silver chain	Ledford
77	1B105		Louis Vuitton black epi leather wallet	Ledford
78	1B105		Louis Vuitton beige leather monogram empreinte wallet	Ledford
79	1B105		Louis Vuitton brown monogram coated canvas makeup	Ledford
80	1B105		Louis Vuitton brown monogram coated canvas small back pack	Ledford
81	1B105		Louis Vuitton brown monogram coated canvas men's wallet	Ledford
82	1B105		Prada black silk velvet fanny pack, gold hardware	Ledford
83	1B106		Balenciaga small brown python Motocross evening bag silver shoulder strap	Ledford
84	1B106		Balenciaga white canvas and black leather trim laptop pouch	Ledford
85	1B106		Balenciaga black distressed leather 2 whip stitched handled City bag, strap	Ledford
86	1B106		Balenciaga large grey embossed crocodile Classic tote bag, shoulder strap	Ledford
87	1B106		Balenciaga rust leather perforated small skeleton bag, gunmetal hardware	Ledford
88	1B107		Louis Vuitton green leather Anouchka small clutch, gold hardware, strap	Ledford
89	1B107		YSL red silk velvet Cassandre evening bag, tassel, chain shoulder strap	Ledford
90	1B107		YSL black suede and leather Sac du Jour small bag, leather monogram	Ledford
91	1B107		YSL tan leather medium bag, gold chain shoulder strap	Ledford
92	1B108		Givenchy black leather large rolling soft luggage	Ledford
93	1B108		Givenchy tan leather top handled bag with shoulder strap	Ledford
94	1B109		Valentino green pebbled leather large top handled bag, shoulder strap	Ledford
95	1B109		Louis Vuitton monogram coated canvas tall speedy tan shoulder strap	Ledford
96	1B109		Kate Spade black quilted leather flap bag, silver chain strap	Ledford
97	1B109		MCM monogram tan leather studded Stark mini backpack	Ledford
98	1B109		Tumi brown and black leather squared backpack	Ledford
99	1B110		Louis Vuitton brown monogram coated canvas flap bag chain & leather strap	Ledford
100	1B110		Tumi black leather backpack with gold hardware	Ledford
101	1B110		Balenciaga tan leather large tote bag, whip stitch handles, shoulder strap	Ledford
102	1B110		Charles Keith blue leather top handle small bag with shoulder strap	Ledford
103	1B111		Louis Vuitton Dune beige leather monogram empreinte Artsy tote, LV charm	Ledford
104	1B111		Louis Vuitton brown monogram Neverful rancid smell ripped with hole	Ledford
105	1B112		Stuart Weitzman grey suede over the knee boots new in box	Ledford
106	1B113		Chanel black leather shearling lined pair of low boots new in box	Ledford
107	1B113		Gucci brown suede and leather soft two handled large tote bag shoulder strap skull/crossbones logo	Ledford
108	1B113		Lanvin beige leather large Nela Shopper tote bag leather tassel accents	Ledford
109	1B113		Fendi brown leather large peekaboo double lock tote with whipstitch edges should strap	Ledford
110	1B114		Louis Vuitton brown monogram coated canvas 45cm keepall with strap	Ledford
111	1B114		Louis Vuitton brown monogram coated canvas tall speedy with strap	Ledford
112	1B125		Louboutin black suede heels new in box	Ledford
113	1B127		Seven (7) yellow in color necklaces; one (1) pair earrings, yellow in color with clear stones; one (1) pair earrings, silver in color with clear stones.	Ledford
114	1B128		One (1) Cartier necklace, yellow in color with clear stones; two (2) pair of earrings, yellow in color, one (1) earring, yellow in color; one (1) Hermes bracelet, yellow in color.	Ledford
115	1B129		Two (2) Van Cleef and Arpels rings, yellow in color; one (1) Van Cleef and Arpels ring, silver in color with clear stones; two (2) Van Cleef and Arpels bracelets, yellow in color.	Ledford
116	1B130		Halston's earring, silver in color with clear stones; Tiffany and Company bracelet, yellow in color with clear stones; Tiffinay and Company necklace, yellow in color; Tiffany and Company earring, yellow in color with clear stones.	Ledford
117	1B131		One (1) Audemars Piguet and two (2) Rolex watches; One (1) Daniel Wellington watch; one (1) Chanel Watch; one (1) Phillip Stein watch	Ledford
118	1B133		One (1) Helmut Lang mink coat, brown in color.	Ledford
119	1B135		Gucci large grey monogram coated canvas backpack	Ledford
120	1B429		Gold in color ring	Ledford
121	1B473		Wolf watch, green in color, with black face.	Ledford
122	1B474	18-FBI-006760	One (1) Cartier tennis style bracelet, silver in color with clear stones.	Ledford
123	1B475	18-FBI-006761	Engagement style ring, silver in color with clear stone.	Ledford

Row #	FBI Inventory	CATS ID#	Description	Owner
1	1B6		Rhinestone Silver Metal Bracelet with 18 th Century Pearl	Merrill
2	1B6		Sterling Silver Single Strand Necklace	Merrill
3	1B7		Costume Oscar de la Renta White Enameled Swarovski Crystal and Silver Metal Necklace	Merrill
4	1B8		Rolex Daytona Stainless Steel-Silver In Color With White Face	Merrill
5	1B9		a. NY Silver Tone and Mabe' Pearl	Merrill
6	1B9		b. 16" Lia Sophia Tiger's Eye + Quartz necklace	Merrill
7	1B9		c. 26" Lia Sophia Cultured Pearl Necklace	Merrill
8	1B9		d. 16" NY Sterling Silver + Crystal Drop Necklace	Merrill
9	1B9		e. 21" Gold Tone Chain, with Owl Pendant	Merrill
10	1B9		f. Silver Tone Flower Enameled Brooch	Merrill
11	1B9		g. 15" Italian 10 kt White Gold Chain with Sterling Open Heart	Merrill
12	1B9		h. 16" 10 kt Yellow Gold Chain (thin)	Merrill
13	1B9		i. 3 Gold Tone Chains	Merrill
14	1B9		j. 2 NY Simulated Pearl Bracelets	Merrill
15	1B9		k. Thin Gold Tone and Simulated Sapphire + Diamond Bracelet	Merrill
16	1B9		l. Silver Tone Double Clover Brooch	Merrill
17	1B9		m. 10 kt Yellow Gold Balfour 2006 Class Ring "Hartford Tech"	Merrill
18	1B9		n. 8 Costume Rings	Merrill
19	1B9		o. 6 Yellow Gold 10 kt Rings	Merrill
20	1B9		p. 14 kt Yellow Gold + Diamond Cluster Ring	Merrill
21	1B9		q. 3 pairs of Costume Earrings	Merrill
22	1B9		r. 10 kt Yellow Gold Pendant + 10 kt Yellow Gold Daughter Pendant	Merrill
23	1B9		s. 14 kt Pink Synthetic Stone Ring	Merrill
24	1B9		t. 14 kt Fire Opal and Diamond Ring	Merrill
25	1B10		(1)"Cartier Style" 18 kt Yellow Gold + Pave Diamond ¼ inch Bangle (12 Screw); "Cartier Style" 18 kt Yellow Gold + 4 Diamond ¼ inch Bangle	Merrill
26	1B11		"Cartier Style" 18 kt White Gold + Pave Diamond Thin Bracelet	Merrill
27	1B11		"Cartier Style" 18 kt Rose Gold + 3 Pave Diamond ¼ inch Row Bracelet	Merrill
28	1B12		"Cartier Style" 18 kt White Gold + Pave Diamond ¼ inch 3 Row Bracelet	Merrill
29	1B12		"Cartier Style" 18 kt White Gold 1/8 inch Bracelet and tool	Merrill
30	1B13		Italian 14 kt Rose Gold Chain 16" with 14 kt Rose Gold Medallion with Pave Diamond "G" and 14 kt Rose Gold + Pave Diamond Initial "L"	Merrill
31	1B13		14 kt Italian Rose Gold and Diamond 15 inch chain	Merrill
32	1B14		Pair of Swarovski Crystal Ear Studs in Silver Metal and blue velvet bag	Merrill
33	1B15		a. Crieri 750 White Gold + Diamond Necklace 13"	Merrill
34	1B15		b. With Matching White Gold + Diamond Bracelet 7"	Merrill
35	1B15		c. "Cartier Style Juste un Clou" 18 kt Rose Gold and Diamond Bracelet	Merrill
36	1B15		d. Sterling Silver Chain with Owl Pendant with Crystal Highlights,	Merrill
37	1B15		e. 14kt Gold and Diamond Earrings	Merrill
38	1B16		a. 2016 - W 50¢ 100 th Anniversary Strike Walking Liberty (Slabbed)	Merrill
39	1B16		b. 2016 - W 25¢ PCGS SP70 1 st Strike 100 th Anniversary Standing Liberty	Merrill
40	1B16		c. 2016 - W 10¢ Mercury Dime (Gold?) PCGS SP70 100 th Anniversary Strike	Merrill
41	1B230		a. "Aldo Cipullo Style" Rose Gold + Diamond "Juste un Clou" Bracelet	Merrill
42	1B230		b. "Bulgari Style" Serpenti 14 kt Yellow Gold + Diamond Bracelet	Merrill
43	1B230		c. Double Loop Rose Gold + White Gold Pave Diamond Hinged Bracelet	Merrill
44	1B230		d. "Tiffany Style Atlas" Yellow Gold + Pave Diamond Hinged Bracelet	Merrill
45	1B230		e. Rose Gold + 2 Pink Quartz and Diamond Bangle	Merrill
46	1B231		Cushion - cut Diamond + Platinum Ring Weighing 7.24 ct. with 50 Full Cut Diamonds	Merrill
47	1B232		a. Louis Vuitton 18 kt Yellow Gold + Diamond Thin Flower Bracelet	Merrill
48	1B232		b. Fendi 18 kt Rose Gold + Diamond Chain Bracelet	Merrill
49	1B232		c. Louis Vuitton Gold Tone Tassel Bracelet	Merrill
50	1B232		d. Chanel Rhodium Plated Metal 10 Chain Bracelet	Merrill
51	1B233		a. Hana 18 kt White Gold + Pink Diamond Cluster Ring	Merrill
52	1B233		b. Danhier 18 kt White Gold Moonstone+ Diamond Men's Ring	Merrill
53	1B233		c. Charles Krypell 18 kt White Gold Peridot and Pave Diamond Ring	Merrill
54	1B233		d. Yael 18 kt White Gold Blue Zircon Pave Diamond Ring	Merrill
55	1B233		e. "Cartier Style" Pave Diamond Panther Ring with Jade Eyes + Onyx Nose	Merrill
56	1B233		f. Yael White Gold Turquoise Pave Diamond Ring	Merrill
57	1B233		g. 18 kt White Gold + 4 Diamond Wire Band Ring	Merrill
58	1B233		h. 14 kt White Gold + Diamond 5 Row Half Hoop Ring	Merrill
59	1B233		i. 14 kt White Gold + Diamond 7 Row Half Hoop Ring	Merrill
60	1B233		j. 14 kt White Gold + Pave Diamond Chevron Ring	Merrill
61	1B233		k. Pair of Platinum + Diamond Eternity Rings	Merrill
62	1B233		l. 14 kt White Gold Diamond 5 row Openwork Ring	Merrill
63	1B233		m. WCJ 14 kt White Gold + Rose Gold Diamond Openwork Ring	Merrill
64	1B233		n. Diamond + White Gold 5 row Eternity Band	Merrill
65	1B233		o. Set of 5 Diamond Thin Band Rings, 3 are 14 kt and 2 are Platinum	Merrill
66	1B233		p. Platinum, Round Diamond Eternity Band Ring	Merrill
67	1B233		q. Belles Etoile Silver Metal Cultured Pearl + Crystal Ring	Merrill
68	1B233		r. Platinum and Emerald cut Diamond Band Ring	Merrill
69	1B234		3 Chanel Costume Pearl + Silver Metal necklaces	Merrill
70	1B235		French 18 kt Yellow Gold + Seed Pearl 12 Strand Tassel Earrings, Pave Diamond Accents	Merrill

Row #	FBI Inventory	CATS ID#	Description	Owner
71	1B236		a. 18 kt White Gold "Aldo Cipullo Style Juste un Clou " Diamond Bangle Bracelet	Merrill
72	1B236		b. White Gold + Diamond "Bulgari Style" Serpenti Bangle Bracelet	Merrill
73	1B236		c. 14 kt White Gold + Pave Diamond Bracelet (Flexible)	Merrill
74	1B236		d. Yael 18 kt White Gold and 24 Diamond Bracelet	Merrill
75	1B236		e. FAS 825 Sterling Silver Flexible Bracelet with Crystal Chips	Merrill
76	1B236		f. Vivid 18 kt White Gold+ 13 Round Diamond Hinged Bracelet	Merrill
77	1B236		g. White Gold + Diamond Rigid Bangle Bracelet	Merrill
78	1B236		h. White Gold + Diamond Rigid Bangle Bracelet	Merrill
79	1B237		a. Chanel Silver metal, Pearl, Glass Drop Earrings	Merrill
80	1B237		b. Pair of Gold Tone Chain Drop Earrings	Merrill
81	1B237		c. J.B.I 14 kt Rose Gold + Pink Stone + Diamond Studs	Merrill
82	1B237		d. 18 kt Rose Gold + Diamond Feather Earrings	Merrill
83	1B237		e. Pair of 18 kt Rose Gold + Yellow Gold Pink and White Sapphire + Diamond Earrings	Merrill
84	1B237		f. Yellow Gold and Pave Diamond Half Hoop Earrings	Merrill
85	1B237		g. Yellow Gold 3 Openwork Flower Diamond Earrings	Merrill
86	1B237		h. LTJ Rose Gold + Diamond Flower Earrings	Merrill
87	1B237		i. 18kt Yellow + White Diamond Flower Earrings	Merrill
88	1B237		j. 14 kt Rose Gold + Crystal Cabochon Scroll Earrings	Merrill
89	1B237		k. Rose Gold and Diamond Stud Earrings	Merrill
90	1B237		l. 14kt and Diamond Large Hoop Earrings	Merrill
91	1B238		a. 14 kt White Gold Chain with Gold + Diamond Feather Pendant Necklace	Merrill
92	1B238		b. David Yurman Sterling Silver + Block Glass Necklace	Merrill
93	1B238		c. White Gold Necklace with 8 Rose Gold + Diamond Beads	Merrill
94	1B238		d. Platinum Snake Chain with Round Diamond Pendant	Merrill
95	1B238		e. 18 kt White Gold Diamond Necklace 31 1/2 in long	Merrill
96	1B238		f. 10 kt White Gold + 5 Diamond Cross on White Gold Chain	Merrill
97	1B238		g. Italian 14 kt White Gold Chain Necklace	Merrill
98	1B238		h. Italian 14 kt White Gold Diamond By the Yard 19 inches	Merrill
99	1B238		i. 18 kt White Gold + Diamond Pave Cross on Chain	Merrill
100	1B239		Audemars Piguet Royal Oak Carbon Ladies	Merrill
101	1B240		Audemars Piguet Royal Oak Offshore Pink Chrono	Merrill
102	1B240		a. David Yurman 18kt Gold Openwork Fleurette Necklace	Merrill
103	1B240		b. Gold Tone Metal + Plastic Locket Necklace	Merrill
104	1B240		c. Chanel Gold Tone CC Chain Necklace 36 in	Merrill
105	1B241		Rolex Oyster Perpetual silver/Pink 34mm	Merrill
106	1B241		Pair of 14 kt White Gold and Diamond Pendant Earring backs	Merrill
107	1B242		Louis Vuitton Ladies Flower Rose Gold	Merrill
108	1B242		a. 14kt and Diamond Past,Present,Future Pendant on Chain	Merrill
109	1B242		b. 14kt Rose Gold and Diamond Chain with Pink Pear-Shape Pendant	Merrill
110	1B242		c. 14kt Yellow Gold and Diamond Chain	Merrill
111	1B242		d. 14kt Gold Citrine and Smoky Quartz Chain	Merrill
112	1B243		Franck Muller Long Island Ladies Rose Gold Double Rose Dia. Bezel	Merrill
113	1B243		a. Chanel Black Bead + Gold Bead Long Necklace 40"	Merrill
114	1B243		b. Chanel Black and Grey Bead Long Necklace 22"	Merrill
115	1B244		Franck Muller Ladies Vanguard Full pave dial and Strap	Merrill
116	1B244		a. 48" Louis Vuitton Gold and White Tone Necklace	Merrill
117	1B244		b. Rectangular Cushion Cut Pink Tourmaline & Diamond Pendant on Rose Gold Chain	Merrill
118	1B244		c. 18 kt Rose Gold Chain with Seed Pearl Tassel Pendant, Diamond Accents	Merrill
119	1B244		d. 18 kt White Gold Chain with Black Pearl Pendant and Black Diamond Tassel	Merrill
120	1B245		Audemars Piguet Ladies Royal Oak RG Dia bezel	Merrill
121	1B245		2 Chanel Cuff Bracelets	Merrill
122	1B245		Black Plastic with Capital CC and Hinged Silver Cuff with Crystal and Onyx	Merrill
123	1B246		a. Chanel Costume Pearl + Onyx CC Studs	Merrill
124	1B246		b. Pair of Large White Gold + Pave Diamond Hoop Earrings	Merrill
125	1B246		c. Pair of Chanel Silver Metal + Crystal Drops	Merrill
126	1B246		d. Pair of White Gold and Diamond Stud Earrings	Merrill
127	1B246		e. Pr Judith Ripka 18 kt and Silver Chalcedony and Diamond Drop Earring	Merrill
128	1B246		f. White Gold and Diamond Hoop Earrings	Merrill
129	1B246		g. Hana 18 kt White Gold Pink and White Diamond Drop Earrings	Merrill
130	1B246		h. Pair of CZ Silver Pear Shape Drop earrings	Merrill
131	1B246		i. Pair of Diamond + Red Stone Drop Earrings	Merrill
132	1B246		j. C Krypell Pair Sterling Silver Ball Drop Earrings	Merrill
133	1B246		k. 18 kt White Gold + Diamond Quatrefoil Earrings	Merrill
134	1B246		l. Pair of 18kt White Gold + Diamond Large Hoop Earrings	Merrill
135	1B246		m. Pair of 14kt W/G Pave Diamond + Moonstone Drop Earrings	Merrill
136	1B246		n. Pair of 14kt W/G and Diamond Hoop Earrings	Merrill
137	1B247		a. Hermes Gold Tone + Black Enameled Click Clack	Merrill
138	1B247		b. Costume Gold Tone + CZ Cuff Bracelet	Merrill
139	1B247		c. 14kt Rose Gold + Diamond Thin Toggle Bracelet	Merrill
140	1B248		a. "Cartier Style Trinity" Pave Diamond and 18Kt Yellow, White and Rose Gold Ring	Merrill
141	1B248		b. Hana 18 kt Rose Gold + Diamond Interlocking Loop Ring	Merrill
142	1B248		c. 14 kt Rose Gold + Diamond 3 Band Ring	Merrill
143	1B248		d. 14 kt Rose Gold Openwork Black Onyx Ring	Merrill
144	1B248		e. Izi 14 kt Rose Gold + Diamond Braided Band	Merrill

Row #	FBI Inventory	CATS ID#	Description	Owner
145	1B248		f. 18 kt Yellow Gold + Diamond Band Ring	Merrill
146	1B248		g. Danhier 18 kt Rose Gold Diamond Cognac and Chocolate Diamond Band	Merrill
147	1B248		h. 18 kt Rose Gold + Diamond Openwork Ring	Merrill
148	1B248		i. Pair of Benchmark 14 kt Yellow Gold + White Gold Bands	Merrill
149	1B248		j. Set of 4 Rose Gold + Diamond Band Rings, 2 half hoop, 2 full set	Merrill
150	1B249		14 kt White Gold Blue Topaz Line Bracelet	Merrill
151	1B250		Chanel White Resin Cuff Bracelet with Glass Beads	Merrill
152	1B251		Breguet Rose Gold Marine Chronograph Rose Gold	Merrill
153	1B252		AP Royal Oak Volcano	Merrill
154	1B253		WATCH - TITLED PATEK PHILLIPPE W/ BLUE AND METAL FACE WITH BLUE BAND PT950	Merrill
155	1B254		WATCH - TITLED LOUIS VUITTON LV61 Q1EB60 BLACK BAND SILVER IN COLOR WATCH BODY	Merrill
156	1B255	18-FBI-006945	WATCH - TITLED RICHARD MILLE RM11-03 CA-FQ-0381150 W/ BLACK BAND BLUE FACE	Merrill
157	1B256	18-FBI-006945	WATCH - TITLED RICHARD MILLE W/ BLACK AND YELLOW FACE WITH A YELLOW BAND RM030 AN CA-538	Merrill
158	1B257		WATCH - TITLED PIGUET W/ BLACK FACE W/ BLACK BAND G46694	Merrill
159	1B258		WATCH - TITLED PATEK PHILLIPE W/ BLACK BAND BLACK AND SILVER IN COLOR FACE	Merrill
160	1B259	18-FBI-006945	WATCH - TITLED RICHARD MILLE W/ BLACK AND TEAL FACE AND WHITE BAND RM055 CA/1179	Merrill
161	1B260		WATCH - TITLED PATEK PHILLIPPE, BLACK AND YELLOW COLORED FACE WITH BROWN BAND 750	Merrill
162	1B261		WATCH TITLED PATEK PHILLIPPE, BLACK AND YELLOW COLORED FACE WITH BROWN BAND 750	Merrill
163	1B262		WATCH - TITLED AUDEMARS PIGUET NO. 0047 1 06095 WHITE BAND GRAY/WHITE FACE	Merrill
164	1B263		WATCH - TITLED AUDEMARS PIGUET NO. 0217 G78764 BLACK/YELLOW BAND AND FACE	Merrill
165	1B264		WATCH - TITLED "ROLEX" SILVER IN COLOR BAND W/ GREEN FACE	Merrill
166	1B265		WATCH - TITLED "ROLEX," W/ BROWN AND METAL FACE, METAL BAND 950 PT	Merrill
167	1B266		TITLED "ROLEX" YACHT-MASTER II W/ YELLOW COLORED BAND W/ BLUE FACE.	Merrill
168	1B267		WATCH - TITLED AUDEMARS PIGUET W/ BRUSHED SILVER COLORED FACE W/BLACK BAND (21908221/171753).	Merrill
169	1B268		WATCH - TITLED A. PIGUET BLACK AND SILVER COLORED FACE WITH BLUE BAND (J84515)	Merrill
170	1B269		WATCH - TITLED "ROLEX" (344809) BLACK BAND ROSE COLORED FACE	Merrill
171	1B270		WATCH - TITLED PATEK PHILLIPPE W/ METAL FACE W/ BLACK BAND (AU750).	Merrill
172	1B271		Forge Black Diamond + Titanium Band	Merrill
173	1B271		Ammara Stone 14 kt Rose Gold + Titanium Band	Merrill
174	1B272	18-FBI-006945	WATCH - TITLED RICHARD MILLE RN35-02 FQ/297 W/ BLACK BAND W/ RED FACE	Merrill
175	1B273	18-FBI-006945	WATCH - TITLED RICHARD MILLE W/ BLUE BAND RM011 TI-CA/5931	Merrill
176	1B274		WATCH - TITLED HUBLOT W/ COPPER AND BLACK IN COLOR FACE W/ BLACK BAND 1130203	Merrill
177	1B275		WATCH - TITLED HUBLOT 908511 W/ BLACK BAND W/ BLACK FACE	Merrill
178	1B276		WATCH - TITLED ROYAL OAK OFFSHORE J94984 W/ BLACK AND SILVER IN COLOR FACE	Merrill
179	1B277		WATCH - TITLED ROYAL OAK OFFSHORE W/ COPPER AND BLACK IN COLOR FACE W/ BLACK BAND (F24947)	Merrill
180	1B278		WATCH - TITLED ROLEX W/ YELLOW IN COLOR BAND W/ YELLOW AND GRAY IN COLOR FACE	Merrill
181	1B279		WATCH - TITLED ROLEX W/ BLUE AND WHITE FACE W/ METAL BAND	Merrill
182	1B291		(1) ONE WATCH - LABELED ROLEX SUBMARINER W/ GREEN FACE AND SILVER IN COLOR LINK BAND	Merrill
183	1B292		Forge Black Titanium Band Ring	Merrill
184	1B292		ONE RING - BLACK IN COLOR W/ BLACK/GREY SQUARE STRIPE AROUND MIDDLE AND LABELED FORGE ON THE INSIDE OF BAND	Merrill
185	1B293		David Yurman Sterling Silver and 18kt Gold Twist Rope Bracelet	Merrill
186	1B294		(1) ONE WATCH - BLACK MATERIAL BAND, SILVER IN COLOR AROUND FACE, WHITE FACE. LABELED TAG HEUER S90.806 WITH BLACK WATCH MOUNT.	Merrill
187	1B378		WATCH LABELED ROGER DUBUIS RED AND BLACK FACE AND BAND, Y312NF.	Merrill
188	1B379		"Cartier style Love" 18 kt Rose Gold Bracelet	Merrill
189	1B380		WATCH LABELED ROGER DUBUIS SILVER COLORED FACE WITH BLACK BAND, P125F5.	Merrill
190	1B381	18-FBI-006945	WATCH LABELED RICHARD MILLE RED/WHITE/BLUE/BLACK FACE WITH BLUE BAND, RM67-0Z CA/072.	Merrill
191	1B382		WATCH LABELED ROLEX BLACK FACE WITH YELLOW COLORED BAND.	Merrill
192	1B383		WATCH LABELED ROLEX DEEP SEA SILVER COLORED BAND AND BLACK/BLUE FACE.	Merrill

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193	1B384	18-FBI-006945	WATCH LABELED RICHARD MILLE RM011 AM T/3415 blue band silver colored face.	Merrill
194	1B385		WATCH LABELED HUBLOT 879849 NO. 166/500 BLACK/GREEN BAND AND FACE.	Merrill
195	1B386		WATCH LABELED ROLEX SILVER COLORED BAND SILVER COLORED AND BLACK FACE.	Merrill
196	1B387		WATCH LABELED FRANCK MULLER NO. 688 8880 SCDT BROWN BAND, YELLOW COLORED BODY, BROWN FACE.	Merrill
197	1B388		WATCH LABELED HUBLOT SILVER/BLUE COLORED FACE WITH BLACK/WHITE AND BLUE BAND, 1037481.	Merrill
198	1B389		Pair of White Metal Ugly Vix Rhino Cufflinks	Merrill
199	1B389		Pair of 14 kt Rolex Crown + Diamond Cufflinks	Merrill
200	1B389		Pair of 18 kt Yellow Gold Black Diamond Bull Cufflinks	Merrill
201	1B390		Louis Vuitton Black Metal Tie Tack, Matching Cufflinks with Daimler Leather Pouch	Merrill
202	1B390		14 kt White Gold and Black Diamond Ferrari Horse Cufflinks	Merrill
203	1B390		14 kt Rose Gold Rhino Cufflinks	Merrill
204	1B391		4 Marvel Enameled Cufflinks, Superman, Hulk, Green Hands, Star Wars White Helmets	Merrill
205	1B392		FOUR (4) PAIR CUFFLINKS 1) SILVER COLORED WITH BLUE STONES 2) SILVER COLORED RHINOS 3) BLACK SQUARE 4) YELLOW COLORED CUT OUT, WITH FOUR (4) BOXES.	Merrill
206	1B393	18-FBI-006945	WATCH LABELED RICHARD MILLE RM07-01RG-TZP/1621, BLACK BAND, BLACK FACE, ROSE COLORED STONES	Merrill
207	1B394	18-FBI-006945	WATCH LABELED RICHARD MILLE RM07-01A0RG ATZ/299 WHITE BAND AND BODY, BLACK FACE, WITH BOX.	Merrill
208	1B395		WATCH LABELED LOUIS VUITTON NO. 01/12 QIEGO PINK BAND PINK FACE WITH PINK STONES, WHITE STONES ON BODY WITH BOX.	Merrill
209	1B396		14kt Rose Gold Chain with Pave Diamond "H" Initial	Merrill
210	1B396		14kt Rose Gold + Diamond Toggle Bracelet	Merrill
211	1B397		White Metal Four Leaf Clover Pendant Earrings	Merrill
212	1B397		Sterling Silver Diamond and Blue Topaz Pendant	Merrill
213	1B397		Single Strand Costume Pearl Necklace 44 inches long	Merrill
214	1B397		Rhinestone Cross on White Metal Chain	Merrill
215	1B397		Costume Hair Comb	Merrill
216	1B397		Yellow Metal Rectangular Box with Simulated Diamond Pendant	Merrill
217	1B397		Yellow Metal Leaf Bracelet, Aldo	Merrill
218	1B397		Rhinestone Flexible Bangle	Merrill
219	1B397		White Metal Marquise-shaped Simulated Diamond Bracelet	Merrill
220	1B397		Yellow Metal Curb Link Bracelet, Aldo	Merrill
221	1B398		Pair of White Gold + Diamond Teardrop Earrings	Merrill
222	1B399		Charles Krypell Sterling Silver Ball Pendant on Chain	Merrill
223	1B400		Rachel Zoe Gold Metal Fancy Pearl Drop Earrings	Merrill
224	1B401		a. Gold Tone Metal Cuff Bracelet	Merrill
225	1B401		b. Angelique de Paris Sterling Silver Rhinestone + Resin Earrings	Merrill
226	1B401		c. Pair of Marvella Silver Metal + Cultured Pearl Brooches	Merrill
227	1B401		d. Pair of Sterling Silver + Diamond Stud Earrings	Merrill
228	1B401		e. Gold Tone Ring	Merrill
229	1B401		f. Pearl Pendant with CZ + Silver	Merrill
230	1B401		g. (Rolex Rose Gold Watch Link)	Merrill
231	1B402		Chanel Pearl + Ebony 6 Strand Necklace	Merrill
232	1B403		Louis Vuitton Tambour Mystery Power Reserve Plat Watch	Merrill
233	1B404	18-FBI-006945	RICHARD MILLE Ladies 007 Pink Watch	Merrill
234	1B405		Audemars Piguet Jules Tourbillon Platinum Watch	Merrill
235	1B406		Audemars Piguet Cuff Links Rose Gold	Merrill
236	1B406		AUDEMORS PIGUET YELLOW COLORED / BLACK CUFFLINKS, WITH BOX.	Merrill
237	1B407		Audemars Piguet Titanium Chrono OFFSHORE Tourbillon 44mm Watch	Merrill
238	1B408		Audemars Piguet Rose Chrono Tourbillon 44mm on bracelet Watch	Merrill
239	1B409		Audemars Piguet Royal Oak Tit. Chrono Tourbillon on bracelet Watch	Merrill
240	1B410		Louis Vutton TAMBOUR SLIM TOURBILLON 38 Watch	Merrill
241	1B411		Hublot Ferrari Desk clock, quartz alarm	Merrill
242	1B412		Cartier Ballon Bleu Mid size stainless steel auto Watch	Merrill
243	1B413		Chopard Happy Sport Two tone 5 dia floating auto Watch	Merrill
244	1B414		Rolex Ladies Rose Gold 28mm Diamond Bezel Diamond Face Watch	Merrill
245	1B415		Hublot White Ceramic Chronograph	Merrill
246	1B416		Cartier 18k WG pasha quartz dia bezel Watch-712339NX	Merrill
247	1B417		Cartier Mid size Ballon Bleu Rose gold auto Watch	Merrill
248	1B418		Hublot Black Day of the dead black diamond and ceramic Watch	Merrill
249	1B419		Rolex Datejust ladies silver dia dial Watch	Merrill
250	1B420		Ladies Hublot Stainless steel FUSION EDITION 1012252 Watch	Merrill
251	1B421		Rolex Datjust 36mm Black Dial two tone Watch	Merrill
252	1B422		John Hardy Sterling Silver Rope Bracelet	Merrill
253	1B422		14 kt Yellow Gold Rope Twist Bracelet	Merrill
254	1B422		Italian 14 kt Yellow Gold Rope Twist Bracelet	Merrill
255	1B422		14 kt Yellow Gold Square Link Necklace	Merrill
256	1B422		Set Pair of 14 kt Yellow Gold Cufflinks with Diamond Center and Matching Tie Tack	Merrill
257	1B422		Pair of David Yurman 14kt + Sterling Silver Wave Cufflinks	Merrill
258	1B422		Pair of Pink White Metal + Acrylic Flower Cufflinks	Merrill

Row #	FBI Inventory	CATS ID#	Description	Owner
259	1B422		Pair of Saks 5 th Avenue White Metal Blue Cufflinks	Merrill
260	1B422		Pair of Pink Sterling Silver Black Stone Maltese Cross Cufflinks	Merrill
261	1B422		Pair of White Metal Black Stone Cufflinks	Merrill
262	1B423		BERNOULLI Watch 0889M BLACK BAND AND FACE	Merrill
263	1B424		Audemars Piguet Royal Ladies Chrono, Plum	Merrill
264	1B425		HUBLOT GENEVE Watch 944320 BLACK BAND BODY AND FACE WITH CLEAR STONES ON FACE	Merrill
265	1B427		Hublot Watch-Big Bang Black Fusion Brown Citrine Bezel	Merrill
266	1B506		SIGNED CAL RIPKEN JR BAT IN PLASTIC TUBING (CRACKED) WITH CERTIFICATE OF AUTHENTICITY	Merrill
267	1B507		500 Hit club signed ball: Mantle, Aaron, Williams	Merrill
268	1B508		Amazing Spider Man #13 9.0	Merrill
269	1B508		Amazing Spider Man #8 8.0	Merrill
270	1B508		Amazing Spider Man #7 9.0	Merrill
271	1B508		Amazing Spider Man #19 8.5	Merrill
272	1B508		Amazing Spider Man #32 9.2	Merrill
273	1B508		Amazing Spider Man #36 9.4	Merrill
274	1B508		Amazing Spider Man #38 9.2	Merrill
275	1B508		Amazing Spider Man #41 9.6	Merrill
276	1B508		Amazing Spider Man #42 9.4	Merrill
277	1B508		Amazing Spider Man #50 8.0	Merrill
278	1B508		Amazing Spider Man #55 9.4	Merrill
279	1B508		Amazing Spider Man #56 9.4	Merrill
280	1B508		Amazing Spider Man #90 9.2	Merrill
281	1B508		Amazing Spider Man #105 9.4	Merrill
282	1B508		Amazing Spider Man #124 8.5	Merrill
283	1B508		Daredevil #2 9.2	Merrill
284	1B508		Daredevil #17 9.4	Merrill
285	1B509		Avengers #3 8.5	Merrill
286	1B509		Avengers #6 9.4	Merrill
287	1B509		Avengers #7 9.0	Merrill
288	1B509		Avengers #11 9.4	Merrill
289	1B509		The Defenders #1 9.6	Merrill
290	1B509		The Defenders #10 9.8	Merrill
291	1B509		Fantastic Four #20 8.0	Merrill
292	1B509		The Incredible Hulk #102 9.0	Merrill
293	1B509		The Ghost Rider #1 7.5	Merrill
294	1B509		Amazing Spider Man #5 8.5	Merrill
295	1B509		Amazing Spider Man #10 9.2	Merrill
296	1B509		Amazing Spider Man #23 8.0	Merrill
297	1B509		Amazing Spider Man #40 5.0	Merrill
298	1B509		Amazing Spider Man #45 9.2	Merrill
299	1B509		Amazing Spider Man #48 9.4	Merrill
300	1B509		Amazing Spider Man #53 9.2	Merrill
301	1B509		Amazing Spider Man #69 9.2	Merrill
302	1B509		Amazing Spider Man #73 9.2	Merrill
303	1B509		Amazing Spider Man #73 9.2	Merrill
304	1B509		Amazing Spider Man #93 9.6	Merrill
305	1B509		Amazing Spider Man #96 7.0	Merrill
306	1B509		Amazing Spider Man #97 8.0	Merrill
307	1B509		Amazing Spider Man #101 6.5	Merrill
308	1B509		Amazing Spider Man #130 9.8	Merrill
309	1B510		Avengers #82 9.8	Merrill
310	1B510		Fantastic Four #21 9.4	Merrill
311	1B510		Fantastic Four #112 9.4	Merrill
312	1B510		Amazing Spider Man #14 7.0	Merrill
313	1B510		Amazing Spider Man #15 9.0	Merrill
314	1B510		Amazing Spider Man #17 9.0	Merrill
315	1B510		Amazing Spider Man #27 9.4	Merrill
316	1B510		Amazing Spider Man #33 9.4	Merrill
317	1B510		Amazing Spider Man #43 9.4	Merrill
318	1B510		Amazing Spider Man #50 9.2	Merrill
319	1B510		Amazing Spider Man #51 8.0	Merrill
320	1B510		Amazing Spider Man #52 9.4	Merrill
321	1B510		Amazing Spider Man #71 9.4	Merrill
322	1B510		Amazing Spider Man #75 9.2	Merrill
323	1B510		Amazing Spider Man #87 9.4	Merrill
324	1B510		Amazing Spider Man #89 9.4	Merrill
325	1B510		Amazing Spider Man #100 9.0	Merrill
326	1B511		RHINO PAINTING	Merrill
327	1B512		CALLAWAY GOLF CLUBS INCLUDING 3 DRIVERS, 9 IRONS, 1 PUTTER	Merrill
328	1B515		Louis Vuitton black python men's loafes	Merrill
329	1B516		MONOPOLY MAN PAINTING SIGNED BY "ALEC"	Merrill
330	1B517		Louis Vuitton blue epi leather belt and Versace black leather belt with logo	Merrill
331	1B518		Louis Vuitton Daimier leather large backpack	Merrill
332	1B518		Louis Vuitton black leather large backpack LV circle	Merrill

Row #	FBI Inventory	CATS ID#	Description	Owner
333	1B519		MONOPOLY MAN PAINTING WITH BULL	Merrill
334	1B524		(1) NUDE COLORED QUILTED HANDBAG WITH BLACK BOTTOM "CHANEL MADE IN ITALY"	Merrill
335	1B525		(1) LIGHT GREEN COLORED QUILTED HANDBAG WITH "CHANEL" LOGO ON CLASP CONTAINED IN BLACK PROTECTION BAG	Merrill
336	1B526		(1) BLACK HANDBAG WITH "CHANEL" LOGO IMPRINTED ON FRONT CONTAINED IN BLACK PROTECTION BAG	Merrill

SCHEDULE 3 - MERRILL ASSETS NOT IN FBI OR U.S. MARSHAL CUSTODY

Row #	Description	Owner
1	Hermes 35cm Bamboo Clemence Leather Birkin GHW	Merrill
2	Hermes 35cm Blue Brighton Crocodile Birkin PHW	Merrill
3	Hermes 35cm Red Clemence Leather Birkin PHW	Merrill
4	Hermes 35cm Black Clemence Leather Birkin PHW	Merrill
5	Hermes 35cm White Swift Leather Birkin PHW	Merrill
6	Hermes 35cm Blue de Prusse Clemence Leather Birkin	Merrill
7	Hermes 35cm Rouge Clemence Leather Birkin PHW (No keys/clochette)	Merrill
8	Hermes Wool Avalon Blanket (Box)	Merrill
9	Hermes Set of Two Orange Trays	Merrill
10	Hermes 35cm Lizard Gris Club Birkin	Merrill
11	Hermes Double Sens Leather Tote	Merrill
12	Hermes 35cm Gris Clemence Leather Birkin PHW	Merrill
13	Hermes 35cm Brown Clemence Leather Birkin GHW	Merrill
14	Celine Gray Leather Luggage Bag GHW	Merrill
15	Chanel Black Leather Rolling Luggage Bag	Merrill
16	Chanel Black Quilted Leather & Pearl Tote	Merrill
17	Chanel White & Pink Straw Tote	Merrill
18	Chanel Lilac Quilted Shoulder Bag	Merrill
19	Chanel Green Crocodile Flap Bag	Merrill
20	Chanel Black Caviar Leather Timeless Clutch	Merrill
21	Chanel Pink Python Boy Bag	Merrill
22	Chanel Black & White Tweed Flap Bag	Merrill
23	Chanel So Black Leather Flap Bag	Merrill
24	Chanel Lilac Jumbo Flap Bag SHW	Merrill
25	Chanel Black Leather Boy Bag	Merrill
26	Hermes Set of Two Rose Extreme and Black Leather Belts PHW	Merrill
27	Chanel Camellia Leather Wallet (Box)	Merrill
28	Chanel Beige Python Flap Bag	Merrill
29	Chanel White Python Boy Bag	Merrill
30	Chanel Metallic Sequin Boy Bag	Merrill
31	Chanel Yellow Python Flap Bag	Merrill
32	Chanel Blue Python Flap Bag (Badly Stored)	Merrill
33	Chanel White Perforated Tote	Merrill
34	Chanel Black Distressed Leather Tote	Merrill
35	Hermes Set of Five Baby Items: Bib, 2 Blankets, Towel, Horse	Merrill
36	Chanel Grey Straw Large Tote Bag	Merrill
37	Chanel Faux Fur and Cloth Flap Bag	Merrill
38	Chanel Black Python Tote Bag (Damaged)	Merrill
39	Gucci Pink Python Tote Bag GHW	Merrill
40	Gucci Pink Ostrich Tote Bag	Merrill
41	Gucci Blue Python Bag with Bamboo Handle	Merrill
42	Gucci Orange Leather Shoulder Bag	Merrill
43	Gucci Monogram Black Leather Jackie Bag	Merrill
44	Gucci Grey/Brown Python Tote	Merrill
45	Gucci Orange and Pink Python Jackie Bag	Merrill
46	Gucci Taupe Leather Tote Bag	Merrill
47	Gucci Brown Suede Jumbo Tote Bag	Merrill
48	Jimmy Choo Burgundy Suede Jumbo Tote Bag	Merrill
49	Prada Set of Two: Beige (Saffiano?) Tote Bag and Clutch	Merrill
50	Prada Set of Two: Black Saffiano Tote Bag and Clutch	Merrill
51	Prada Set of Three: Distressed Cloth Camouflage Tote Bags	Merrill
52	Louis Vuitton Red Vernis Alma MM Bag	Merrill
53	Louis Vuitton x Louboutin Monogram Ponyhair Stud Tote	Merrill
54	Louis Vuitton Red Leather and Python Cappucines MM Bag	Merrill

55	Set of 6 Belts: 3 LV Cappucines & 3 Gucci Monogram	Merrill
56	Gucci Red Leather Ribbon Stripe Bag	Merrill
57	Burberry Set of Two: Nova Check Leather Tote & Pink Wallet	Merrill
58	Louis Vuitton Brown Monogram & Black Leather Case	Merrill
59	Louis Vuitton Brown Monogram Tote Bag with Woven Handle	Merrill
60	Louis Vuitton Burgundy Leather Tote with Python Handle	Merrill
61	Louis Vuitton Brown Monogram Canvas and Black Leather Keepall	Merrill
62	Louis Vuitton Black and Brown Monogram Cappucines Tote	Merrill
63	Louis Vuitton Brown Monogram Pink Lined Tote with Fur Charm	Merrill
64	Louis Vuitton Navy Monogram Leather Empreinte Bag with Gold Chain	Merrill
65	Louis Vuitton Beige Monogram Leather Empreine Shoulder Bag	Merrill
66	Louis Vuitton Brown Monogram Canvas Speedy Luggage Bag	Merrill
67	Louis Vuitton Brown Monogram Canvas and Leather Shoulder Bag	Merrill
68	Louis Vuitton Brown Monogram Leather Empreinte Shoulder Bag	Merrill
69	Louis Vuitton Brown Monogram Canvas and Leather Shoulder Bag	Merrill
70	Louis Vuitton Damier Grey Canvas Tote Bag	Merrill
71	Group of 12 Scarves: LV Grey Cashmere, LV Damier Silk, LV Black Cashmere, 2 LV Twilly, LV Sprouse Leopard, LV Black Monogram Silk, Two LV Pink Monogram, LV Black Metallic, 2 LV Cotton	Merrill
72	Louis Vuitton Brown Canvas Monogram Pegase Suitcase (Abrasions)	Merrill
73	Louis Vuitton Brown Monogram Canvas and Navy Leather Keepall	Merrill
74	Louis Vuitton Grey Damier Canvas Pegase Suitcase	Merrill
75	Louis Vuitton Grey Monogram Canvas Rolling Pegase Suitcase	Merrill
76	Louis Vuitton Large Brown Pegase Luggage	Merrill
77	Louis Vuitton Brown Monogram Canvas Pegase Suitcase	Merrill
78	Louis Vuitton Grey Damier Zippered Travel Bag	Merrill
79	Louis Vuitton 18 Men's Belts	Merrill
80	Louis Vuitton Set of Two Wool Blankets (Boxes)	Merrill
81	Louis Vuitton Black Epi Men's Zippered Attache	Merrill
82	Louis Vuitton Navy and Black Damier Canvas Keepall	Merrill
83	Louis Vuitton Grey and Black Monogram Canvas Duffle Bag	Merrill
84	Louis Vuitton Brown Monogram Canvas Suit Carrier	Merrill
85	Louis Vuitton Brown Monogram Canvas Black Leather Luggage	Merrill
86	Louis Vuitton Brown Monogram Canvas Flat Tote	Merrill
87	Louis Vuitton Set of Five Coated Canvas Folio Holders	Merrill
88	Louis Vuitton Set of Five: 2 Notebooks, Teddy Bear, 2 Boxed Ties	Merrill
89	Louis Vuitton Set of Five: Men's Cosmetic Bags, Wallet, and Keychain	Merrill
90	Louis Vuitton Set of 9: Misc Accessories, Cosmetic Bags, and Key Fob	Merrill
91	Louis Vuitton Set of Two Fur Scarves	Merrill

EXHIBIT 2

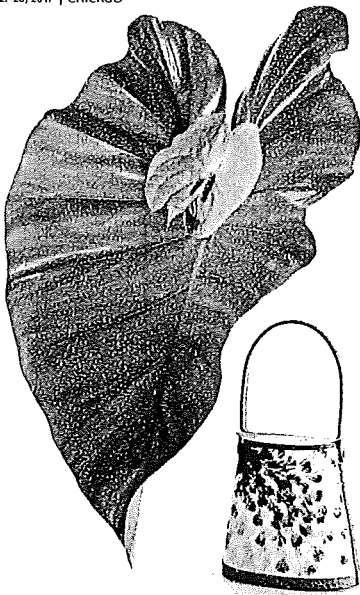
LUXURY ACCESSORIES



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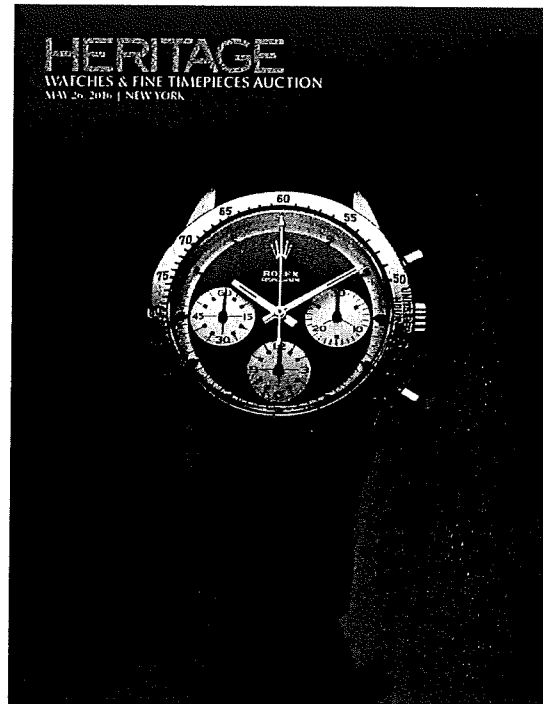
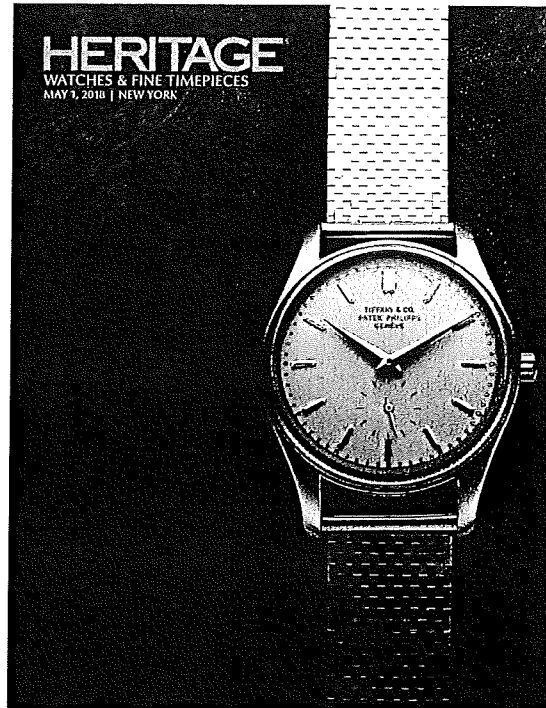
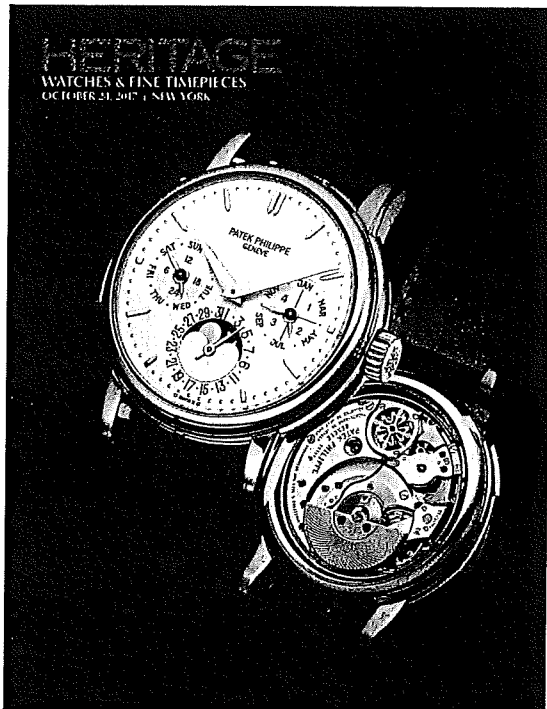


Hermès Shiny Colvert Porosus
Crocodile Kelly Cut Clutch Bag with
Gold Hardware
Sold for: \$45,000

FINE TIMEPIECES & WATCHES

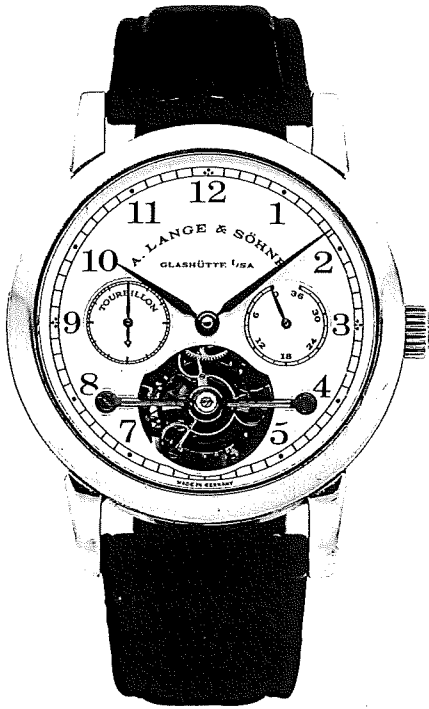


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FINE TIMEPIECES & WATCHES

Heritage Auctions' Fine Timepieces department brings to auction Contemporary, Vintage and Rare Timepieces from Patek Philippe, Rolex, A. Lange & Söhne, Vacheron Constantin, Audemars Piguet and more. Enticed by the significant pieces we present at auction, our clients range from the gentleman that is looking to add statement pieces to his wardrobe to a seasoned investor of the collectible. These exceptional timepieces stand out as treasured collectibles that offer beauty, form and function.



A. Lange & Söhne, Glashütte,
Extremely Fine & Rare Ref. 701.005
Platinum Tourbillon "Pour le Mérite"
No. 42 of a limited edition of 50
examples made in 1996
Sold for: \$245,000

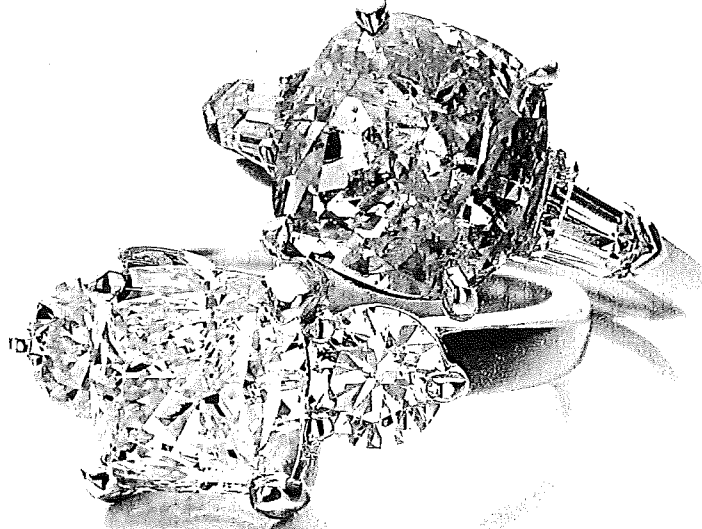


Rolex, Ref: 6239,
"Paul Newman"
Cosmograph Daytona,
Circa 1969
Sold for: \$225,000



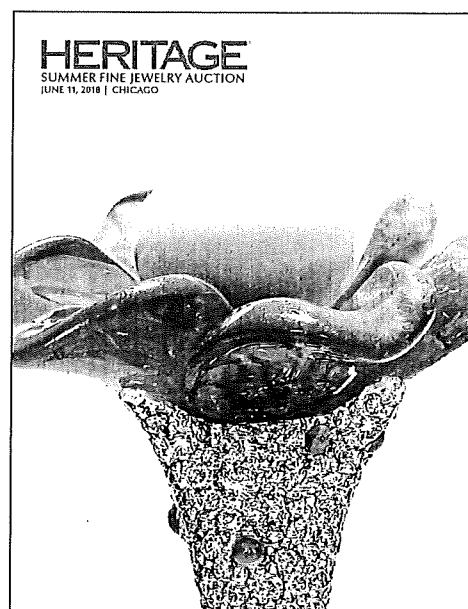
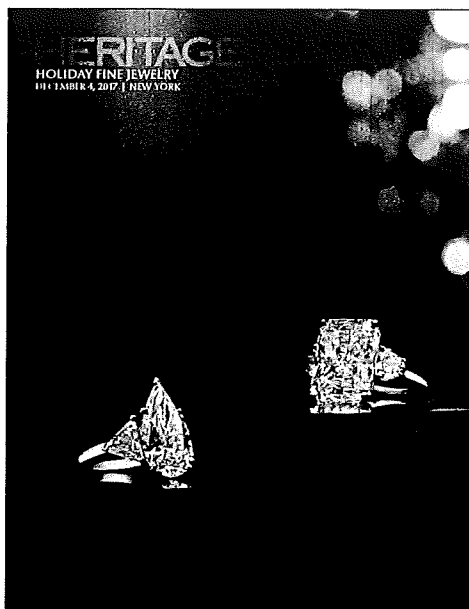
Patek Philippe Ref. 5004P Extremely Rare
and Important Platinum Wristwatch with
Split-Seconds Chronograph, Registers,
Perpetual Calendar, Moon Phases, Leap
Year and 24 Hour Indication
Sold for: \$243,000

FINE JEWELRY



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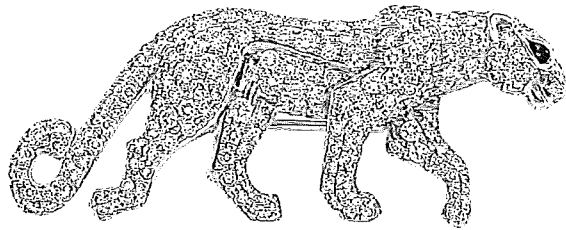


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FINE JEWELRY

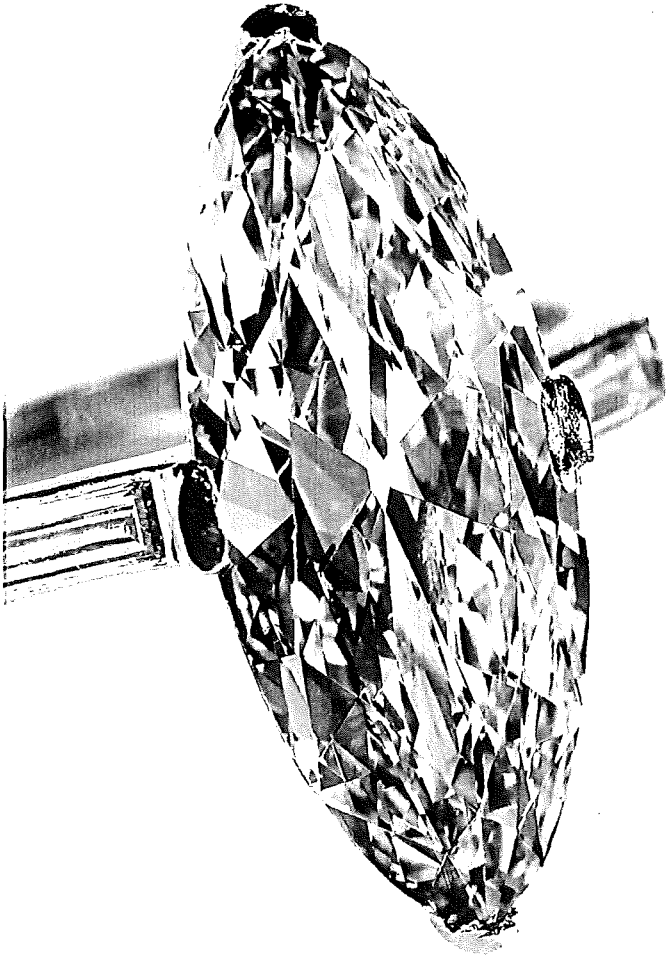
Offering a wide selection of expertly catalogued fine jewelry to the world's most discerning collectors, Heritage Auctions' Fine Jewelry department specializes in Contemporary, Vintage and Estate Jewelry, along with designer pieces from exclusive brands such as Cartier, Tiffany and Harry Winston.



Diamond, Emerald, White Gold Brooch, Cartier
Sold For: \$21,250



INTEGRITY TRANSPARENCY EXPERTISE EFFICIENCY INNOVATION



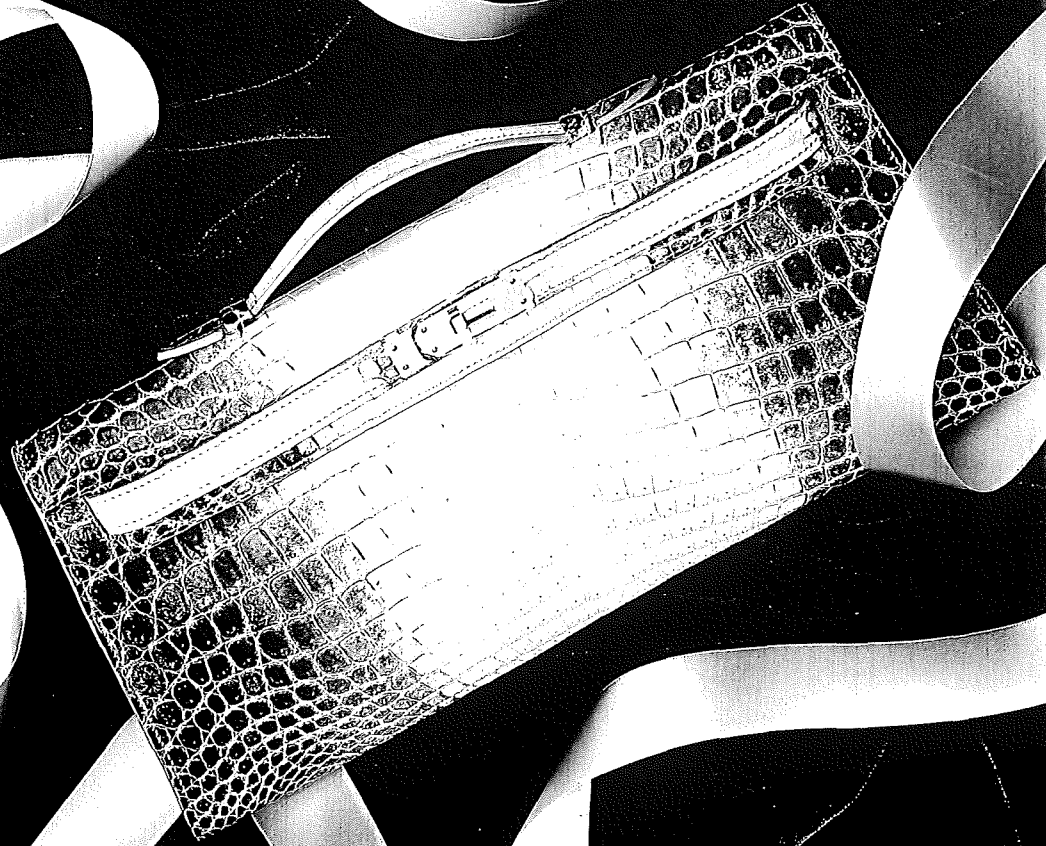
Art Deco Natural Fancy Blue Diamond,
Diamond, Platinum Ring, J.E. Caldwell
Sold for: \$1,650,500

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HERITAGE

HOLIDAY LUXURY ACCESSORIES AUCTION
DECEMBER 2, 2018 | NEW YORK





Front Cover Lot: 58043
Inside Front Cover Lots: 58086, 58068
Inside Back Cover Lots: 58050, 58016
Back Cover Lots: 58087, 58185, 58184

Holiday Luxury Accessories

December 2, 2018 | New York

FLOOR Signature® Session 1

(Floor, Telephone, HERITAGELive!®, Internet, Fax, and Mail)

2 E. 79th Street • New York, NY 10075
(Ukrainian Institute of America at the Fletcher-Sinclair Mansion)

Session 1

Sunday, December 2 • 4:00 PM ET • Lots 58001–58191

INTERNET Signature® Session 2

(HERITAGELive!®, Internet, Fax, & Mail only Session)

Session 2

Sunday, December 2 • 8:00 PM CT • Lots 58192–58291

LOT SETTLEMENT AND PICK-UP

Session 1 Highlight lots that were present for preview will be available for pick-up immediately following the floor session and Monday, December 3, 10:00 AM – 5:00 PM ET at 2 E. 79th Street, New York, NY 10075 (The Fletcher-Sinclair Mansion). If you wish for your purchases to remain in New York for pick-up after this time, please email FloorManagers@HA.com no later than 5:00 PM ET on Monday, December 3. After this time all property will be transported to Dallas where it will be available for pick-up on or after Monday, December 10, weekdays, 9:00 AM – 5:00 PM CT by appointment only. Session 2 lots are not available for pick-up in New York and will be shipped from Dallas.

Lots are sold at an approximate rate of 65 lots per hour, but it is not uncommon to sell 50 lots or 80 lots in any given hour.

Buyer's Premium Per Lot:

This auction is subject to a Buyer's Premium of 25% on the first \$250,000 (minimum \$49), plus 20% of any amount between \$250,000 and \$2,500,000, plus 12% of any amount over \$2,500,000 per lot.

NYC Auctioneer Licenses: Heritage Auctioneers & Galleries, Inc. 1364738; Kathleen Guzman 0762165; Paul Minshull 2001161; Ed Beardsley 1183220; Nicholas Dawes 1304724; Fiona Elias 2001163; Alissa Ford 2009565; Elyse Luray 2015375; Jennifer Marsh 2009623; Bob Merrill 1473403; Scott Peterson 1306933; Mike Provenzale 2014734; Michael J. Sadler 1304630; Andrea Voss 1320558.

LOT VIEWING (Highlights Only)

2 E. 79th Street • New York, NY 10075
(Ukrainian Institute of America at the Fletcher-Sinclair Mansion)

Friday, November 30–Saturday, December 1
10:00 AM – 6:00 PM ET

Sunday, December 2 • 1:00 PM – 5:00 PM ET

View lots & auction results online at HA.com/5354

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HERITAGE Live!®¹ Bidding

Bid live on your computer or mobile, anywhere in the world, during the Auction using our HERITAGELive!® program at HA.com/Live

Live Floor Bidding

Bid in person during the floor session.

Live Telephone Bidding (Floor Session Only)

Phone bidding must be arranged 24 hours before your session begins. Client Service: 866-835-3243

Internet Absentee Bidding

Proxy bidding ends ten minutes prior to the session start time. Live Proxy bidding continues through the session. HA.com/5354

Fax Bidding

Fax bids must be received 24 hours before your session begins. Fax: 214-409-1425

Phone: 214-528-3500 • 877-HERITAGE (437-4824)

Fax: 214-409-1425

Direct Client Service Line: 866-835-3243

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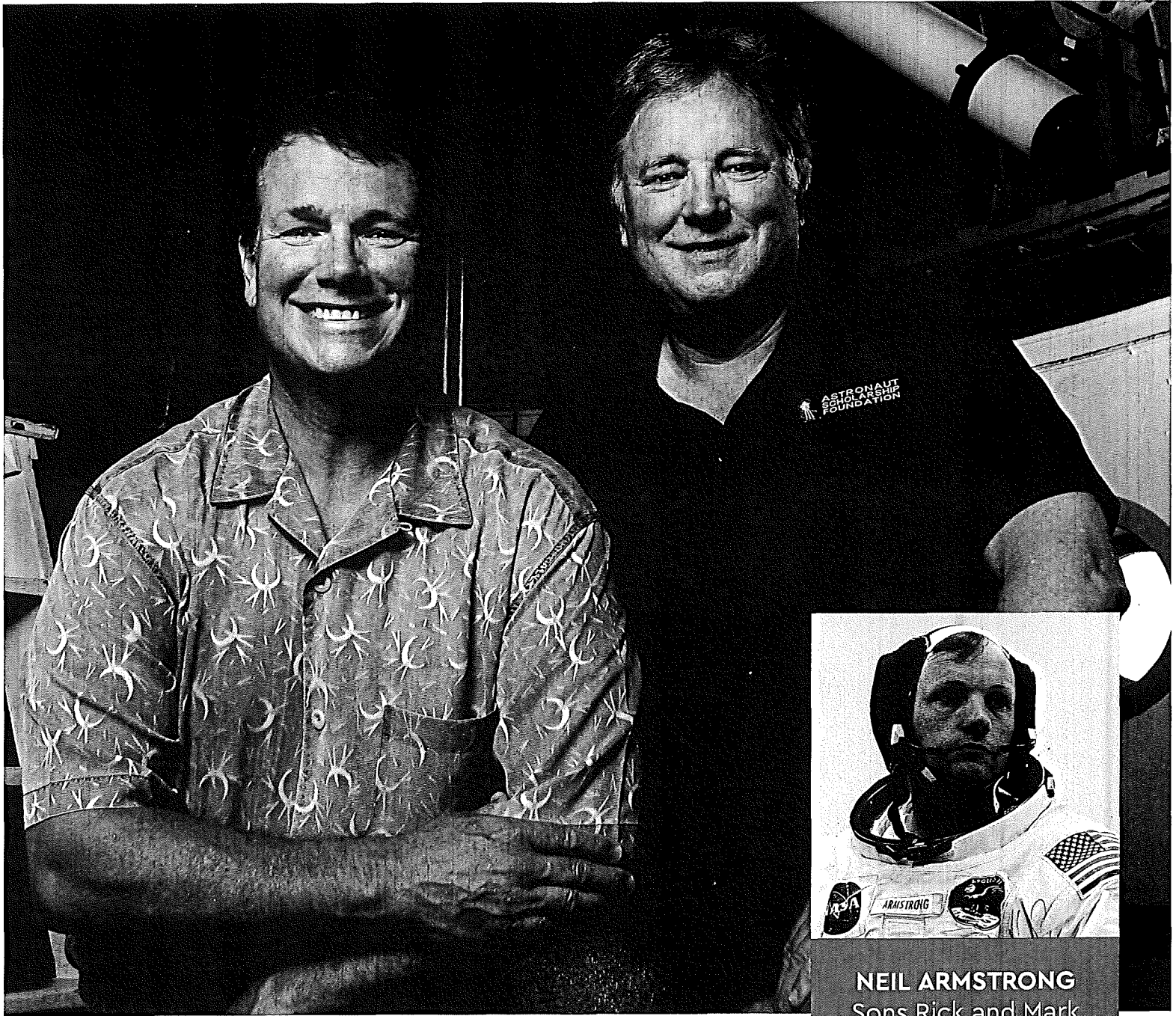
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¹Patent No. 9,064,282

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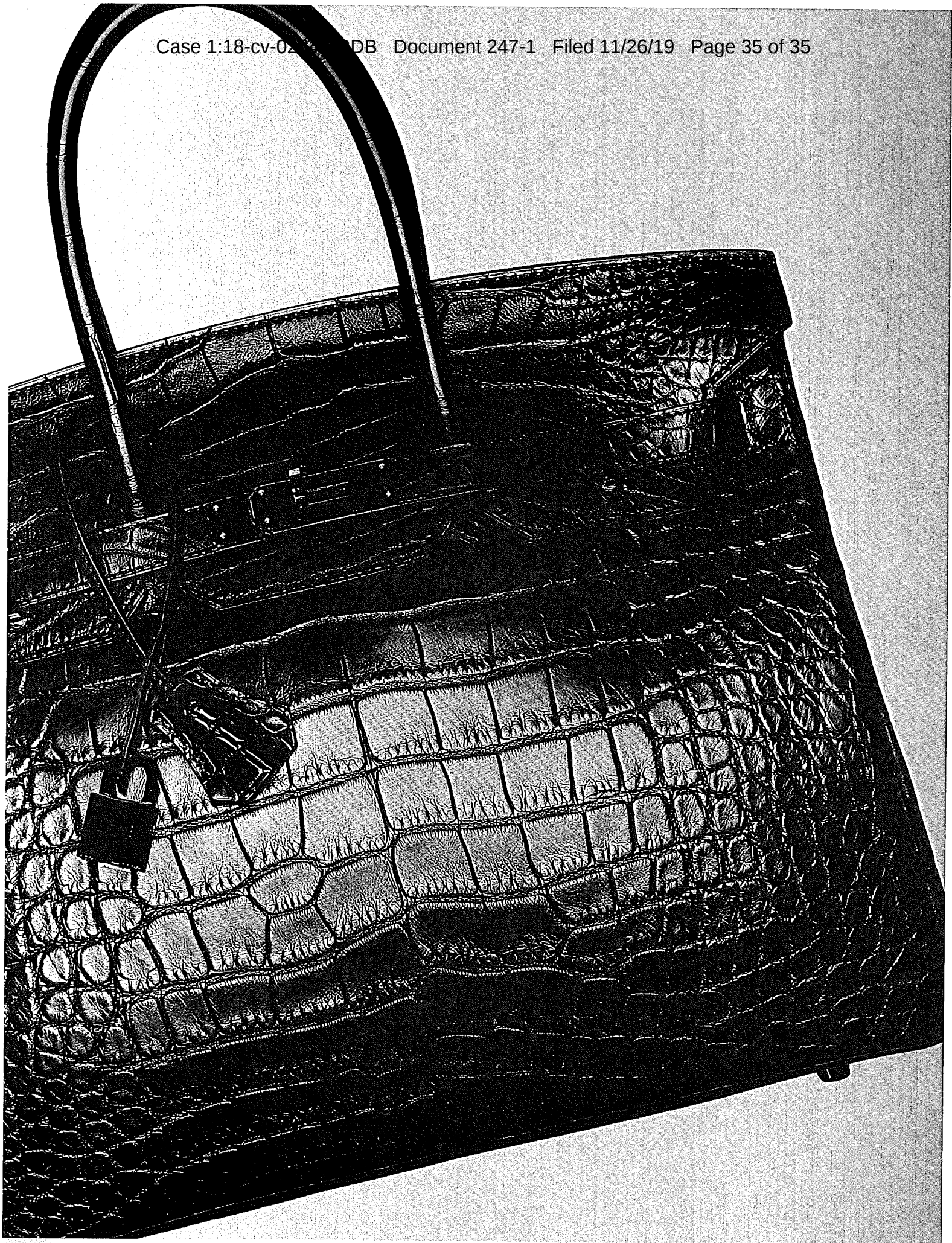


EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

SECURITIES AND EXCHANGE)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
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 SALE OF
PERSONAL PROPERTY AND FOR ORDER AUTHORIZING RETENTION,
EMPLOYMENT, AND COMPENSATION OF HERITAGE AUCTIONEERS &
GALLERIES, INC. AS BROKER**

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 Harney Management Partners, LLC and a Certified Turnaround Professional.
3. On September 13, 2018, the Court entered the Order Appointing Temporary Receiver (Dkt. No. 11) that appointed me as the Receiver for the estates of the Receivership Parties in the civil action styled *Securities and Exchange Commission v. Kevin B. Merrill, et al.*, Case No.: 1:18-cv-02844-RDB pending in the United States District Court for the District of Maryland. 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 his 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. The Receivership Order also provides in relevant part that:

[T]he Receiver is authorized to solicit persons and entities (“Retained Personnel”) to assist him in carrying out the duties and responsibilities described in this Order. With the exception of the retention of counsel to represent him in this matter, the Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court authorizing such engagement.

Dkt. No. 62 at ¶ 63.

7. Through the Motion to Approve Procedures for Sale of Personal Property and for Order Authorizing Retention, Employment, and Compensation of Heritage Auctioneers & Galleries, Inc. (“Heritage”) as Broker (the “Motion”), I am seeking Court approval to employ and retain Heritage to market and auction the following categories of collectibles, memorabilia and any other property that fits within each category that I may discover during the course of my investigation that is owned by or held in the name of the Receivership Parties: (i) sports memorabilia; (ii) artwork; (iii) watches; (iv) comic books; (v) purses; (vi) fine wine; and (vii) jewelry (collectively, the “Property”).¹ The Property identified to date is specifically itemized in the schedules attached to the Master Auction Consignment Agreement (the “Consignment Agreement”) attached to the Guzman Declaration as Exhibit 1.
8. I believe that Heritage’s team is qualified to represent me based on their years of experience and knowledge of the luxury goods market. Further, I considered hiring other brokers in the auctioneer market, and conducted due diligence in that regard. After such inquiry, I believe that Heritage’s compensation, which, if approved by the Court, will be paid by the buyers of the Property and not by the Receivership Estate, is at or below market rates and its experience and services represent a good value for the Receivership Estate.
9. I have numerous assets to manage, preserve, and potentially liquidate in order to maximize the value of the Receivership Assets, including the Property. Pursuant to the Receivership Order, I am required 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. I require the knowledge and experience of Heritage in the luxury goods market to effectively market and auction the Property.
10. Specifically, Heritage has specialized knowledge and experience in the various markets

¹ The Federal Bureau of Investigation (the “FBI”) and/or United States Marshal Service (the “U.S. Marshals Service”) are currently in possession of the Property.

for the types of personal property I am seeking approval to sell via public auction. Because of Heritage's specialized knowledge and vast customer base, Heritage has access to the limited segment of buyers who seek to purchase these luxury goods, collectibles and memorabilia.

11. None of the Property is believed to be appreciating in value such that holding the Property in storage for any period of time would result in a greater sale price at a later date as opposed to being sold immediately.
12. Moreover, much of the Property is in the possession of the FBI and U.S. Marshals Service. The United States Attorney's Office is requesting that I take possession of the Property, which would require significant insurance and security measures if I were to take direct control of the Property. By the Motion, I seek to have the FBI and U.S. Marshals Service transfer the Property directly to Heritage as my agent. Heritage maintains adequate insurance and has appropriate security measures to ensure the Property is safely stored until such time as this Court may enter an order authorizing its auction and sale.
13. Through the Motion, I am also seeking Court authorization to adopt the Property sales procedures (the "Property Sales Procedures") proposed by the Motion and to auction the Property in accordance with such procedures.
14. Implementation of the Property Sales Procedures will enable me to sell the Property in an orderly, efficient, and equitable manner and to maximize the proceeds received from such sales without the need for unnecessary administrative expenses and fees. I believe that adoption of the Property Sales Procedures and the sale of the Property pursuant thereto is in the best interests of the Receivership Estate.
15. Through the Motion, I am also requesting approval of the compensation and reimbursement for services rendered by Heritage without need of further Court approval. I negotiated an elimination of Heritage's customary 7.5% commission paid by the seller, which will result in a substantial savings to the Receivership Estate, and in my business judgment, the compensation paid to Heritage will result in a net benefit to the Receivership Estate and the Property Sales Procedures will reduce the administrative cost to the Receivership Estate. If Heritage were required to submit fee applications, the burden of preparing those fee applications would fall on my professionals and would increase the financial burden on the Receivership Estate.

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

Executed on November 18, 2019.



GREGORY S. MILLIGAN

EXHIBIT C

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 PUBLIC AUCTION

This Notice of Proposed Public Auction (the “Notice”) seeks approval of the auction and sale of certain items of personal property (the “Property”) of the Receivership Estate by public auction that may adversely affect you. If you oppose the auction or sale of the Property identified in this Notice, or if you have a claim to or against the Property, you should immediately contact the undersigned counsel for Receiver Gregory S. Milligan (the “Receiver”). If you and the Receiver cannot agree, you must file a written objection (or a claim of ownership or interest in the Property, identifying the source of your claim) to the proposed auction or sale within 7 days of the date this Notice was filed with the Court. Your objection or claim must state why the proposed auction or sale should not be approved by the Court. If no party files a timely objection or claim, the proposed auction and sale shall be deemed approved by the Court without further Order, thereby authorizing Heritage Auctioneers & Galleries, Inc. to conduct the public auction and close on the sale of the Property.

Receiver Gregory S. Milligan, of the firm Harney Management Partners, LLC (the “Receiver”), files this Notice of his intention to auction the luxury goods (the “Property”) identified on **Exhibit 1** hereto pursuant to the Property Sales Procedures authorized by the Order Granting Receiver’s Motion to Approve Procedures for Sale of Personal Property and for Order Authorizing Retention, Employment, and Compensation of Heritage Auctioneers & Galleries, Inc., as Broker (the “Order”) (Dkt. No. [__]):

In the event that no objection or claim is filed within seven (7) days of the date this Notice, the Receiver has authority, without further Order of the Court, to hold a public auction of the Property in this Notice on the ____ day of _____, 20__ at ____:____,M ET, at the following location: _____.

The Receiver reserves the right to postpone or terminate the proposed sale of the Property for any reason that he deems to be in the best interest of the Receivership Estate.

To contact the Receiver's counsel regarding an objection or for additional information related to this Notice, please contact Lynn H. Butler, c/o Penny Keller, at (512) 370-3458 (phone), (512) 479-1101 (fax), or penny.keller@huschblackwell.com.

Date: _____, 20__.

Respectfully Submitted,

/s/ Lynn H. Butler

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*

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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 _____, 2019, 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:

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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.
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