

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION

GRISEL ALONSO, as Receiver for  
Elm Tree Investment Advisors, LLC,  
Elm Tree Investment Fund, LP,  
Elm Tree 'e'Conomy Fund, LP, and  
Elm Tree Motion Opportunity, LP,

Case No. 16-62603-CIV-DIMITROULEAS  
Proceeding Ancillary to  
No. 15-CV-60082-Dimitrouleas/Snow

Plaintiff,

v.

JAMES BENVENUTO, an individual,  
NGU INVESTORS, LLC, a Florida limited  
liability company; JEAN BENVENUTO, an  
individual, SURJIT WALIA, an individual,  
S.W. EQUITIES CORP., a New York corporation,  
TIMOTHY HARTMANN, an individual,  
ALEXANDER BUKHSHTABER, an individual,  
MVS MEDIA GROUP, LLC, a Florida limited  
liability company, HARRY TAWIL, an individual,  
EDUARDO DOS SANTOS, an individual,  
FILOMENA CALABRIA, an individual,  
JOSE ROFFE, an individual, MIREILLE ROFFE,  
an individual, SOMESWARI NUKALA, an individual,  
Yael TAPIERO, an individual, LAAS W. TURNBULL,  
an individual, OMRI TINTPULVER, an individual,  
CONSTANTINO DOS SANTOS, an individual,  
ARMAND DELMAR, an individual, AHMAD NAQVI,  
an individual, MERCEDES ELMALEH, an individual,  
ELIA BLUMIN, an individual, TED GREENWALD,  
an individual, ALINA TALSKY, an individual,  
ELVIS PERVAN, an individual,  
ANGELO ISMIRNIOGLOU, an individual, and  
JONATHAN VERK, an individual.

Defendants.

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**JOINT OMNIBUS MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT  
AND TO SET ASIDE DEFAULT JUDGMENT AGAINST ELVIS PERVAN**

Grisel Alonso, not individually but solely in her capacity as the Receiver appointed over  
Elm Tree Investment Advisors, LLC, Elm Tree Investment Fund, LP, Elm Tree 'e'Conomy Fund,

LP, and Elm Tree Motion Opportunity, LP, and Etopia LP (the "Receivership Entities"), and Elvis Pervan ("Defendant"), respectfully submit this Joint Omnibus Motion for Approval of Settlement Agreement and to Set Aside Default Judgment against Defendant (the "Joint Motion").

### **INTRODUCTION**

In this action, the Receiver alleges that based upon the bank records of the Receivership Entities and records produced in discovery, the Defendant received a total of \$23,265.51 from the Receivership Entities. According to the bank records of the Receivership Entities, the funds Defendant received were allegedly derived from investors in the Receivership Entities. Based on the foregoing, it is the Receiver's position that Defendant received transfers of funds in excess of any value provided to the Receivership Entities and is a "net winner" in Defendant Frederic Elm's investment scheme, as outlined in the SEC's Complaint and Emergency Motion for Temporary Restraining Order and Other Relief in *SEC v. Elm, et al.*, United States District Court for the Southern District of Florida, Case No. 15-cv-60082 (the "SEC Action"). [See SEC Action at D.E. 1, D.E. 4].

Further, it is the Receiver's position that the "profits" Defendant received are subject to return to the Receivership Estate as fraudulent transfers. The Receiver named Defendant in the above-styled action as a result. Notably, the Receiver has not and does not allege that Defendant assisted in carrying out Mr. Elm's investment scheme. The Receiver's claims are based solely on Defendant's status as a recipient of funds under circumstances requiring return under Florida Statutes sections 726.105 and 726.106. [D.E. 6 at ¶¶ 762-781].

The Receiver obtained a Final Default Judgment against Defendant on May 26, 2017 (the "Default Judgment"), [D.E. 122], which Defendant contends to be void due to improper service, among other things. Specifically, the Defendant contends that neither the Receiver's Motion for

Default Final Judgment [Doc. 94] nor this Court's Order to Show Cause Why the Court Should not Grant Motions for Default Final Judgment [Doc. 108] were served on him. *See* [Doc. 94; Doc. 108 at pg. 3-4]. Thus, Defendant contends the Default Final Judgment is void. *Charlton L. Davis & Co. P.C. v. Fedder Data Center*, 556 F. 2d 308, 309 (5th Cir. 1977); *Turner v. Salvatierra*, 580 F. 2d 199, 201 (5th Cir. 1978); *Savoretti v. Rodriguez-Jiminez*, 252 F. 2d 290, 291 (5th Cir. 1958). Defendant also disputes the amount alleged by the Receiver, disputes that this amount constitutes funds derived from investors in the Receivership Entities, disputes that he participated in any fraudulent scheme, including the "Fraudulent Scheme," as defined in paragraph 2 of the Amended Complaint [Doc. 6 at pg. 2 ¶2], and, as stated, disputes service of process and the Default Judgment.

To avoid the expense and risk of litigating the validity of the Default Judgment and, should the Default Judgment not be vacated, litigating the collection of the Final Judgment domestically and in the Ontario Superior Court of Justice (the "Canadian Action"), the Receiver and Defendant have agreed to resolve the Judgment against Defendant pursuant to the terms of a proposed settlement agreement (the "Settlement Agreement"). Pursuant to the Settlement Agreement, the Receiver consents to the setting aside of the Default Judgment pursuant to Rules 60(b)(5) and 60(b)(6) of the Federal Rules of Civil Procedure. In return, Defendant shall pay to the Receiver \$22,800.00, which as of the time of filing this Motion is already being held in escrow by the Receiver's Canadian attorneys, pending approval of this Joint Motion. The Receiver and Defendant file this Joint Motion because the Receivership Order requires Court approval of all proposed settlements. [SEC Action, D.E. 13 at ¶ 6].

### **THE RECEIVERSHIP ORDER**

On January 16, 2015, the Court entered an order appointing Ms. Alonso as the Receiver

(the "Receivership Order"). [SEC Action, D.E. 13]. The Receivership Order provides, among other things, that the assets and property of the Receivership Entities, whatsoever and wherever located, are to be placed in the Receiver's control [*Id.* at ¶ 1] and the Receiver has sole title to the assets and property, including but not limited to all books, papers, codes, records, data, bank accounts, savings accounts, securities, supplies, equipment, and other real property [*Id.* at ¶¶ 1, 17].

The Receivership Order also gives the Receiver power to:

Defend, compromise or settle legal actions, including the instant proceeding in which ETIA and the Elm Tree Funds or the Receiver are a party, commenced either prior to or subsequent to this Order, **with authorization of this Court . . .**

[*Id.* at ¶ 6] (emphasis added).

The Receivership Order further provides:

In the event the Receiver discovers that funds of persons who have invested in the Elm Tree Funds have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds;

[*Id.* at ¶ 24].

### **THE TRANSFERS**

The Receiver contends that from February 11, 2014 and March 14, 2014, the Receivership Entities transferred \$23,265.51 to Defendant (the "Transfers"). The Receiver contends that the records of the Receivership Entities demonstrate that the funds Defendant received were derived from persons who invested in the Receivership Entities. Accordingly, it is the Receiver's position that Defendant received a fraudulent transfer in the amount of \$23,265.51, which funds rightfully belong to the Receivership Estate. Defendant disputes the amount alleged by the Receiver, disputes that this amount constitutes funds derived from investors in the Receivership Entities, disputes that

he participated in any fraudulent scheme, including the “Fraudulent Scheme,” as defined in paragraph 2 of the Amended Complaint [Doc. 6 at pg. 2 ¶2], and disputes service of process and the Default Judgment.

### **THE PROPOSED SETTLEMENT AGREEMENT**

The proposed Settlement Agreement provides in pertinent part:

- Defendant was required to pay \$22,800.00 (the "Settlement Amount") to the Receiver’s counsel in Canada, Gowling WLG (“Gowling”), within 5 days of the Parties’ approval of the Settlement Agreement, but before filing this Joint Motion.
- Gowling is holding the Settlement Amount in escrow in its trust account pending approval of this Joint Motion and the setting aside of the Default Judgment.
- Within 2 days of Gowling’s receipt of the Settlement Amount, the Parties filed this Joint Motion.
- Gowling shall deliver the Settlement Amount to the Receiver upon the Court’s approval of the Joint Motion.
- If the Court does not approve the Joint Motion, Gowling shall continue to hold the Settlement Amount unless and until the parties end settlement discussions without resolution, at which time Gowling shall return the Settlement Amount to Pervan.
- The Receiver and Defendant agree to mutual releases relating to the Transfers upon the Court's approval of the Settlement Agreement and the Receiver's receipt of the full Settlement Amount due under the terms of the Settlement Agreement.
- Within 5 days the Court’s approval of the Settlement Agreement, the Receiver shall dismiss with prejudice her claims against Pervan in this action and in the related Canadian proceeding.

A copy of the proposed Settlement Agreement is attached as **Exhibit A**.

### **JURISDICTION**

The Receiver and Defendant request that the United States District Court for the Southern District of Florida retain jurisdiction to enforce the terms of the Settlement Agreement and decide any other issues arising from the Settlement Agreement and Defendant exclusively submits to the jurisdiction of this Court for such purposes and waives any right to challenge this Court's jurisdiction or collaterally challenge same in Canada or anywhere else. The Receiver and Defendant agree that in the event an enforcement action or any other litigation arises from the Settlement Agreement, the prevailing party in that action will be entitled to an award of its attorneys' fees and costs and again Defendant exclusively submits to the jurisdiction of this Court for such purposes and waives any right to challenge this Court's jurisdiction or collaterally challenge same in Canada or anywhere else.

### **BEST INTERESTS OF THE RECEIVERSHIP ESTATE**

The Receiver respectfully submits that the Court should approve the proposed Settlement Agreement because it is in the best interest of the Receivership Estate. The process of reaching the proposed settlement was fair, well-informed, and well-advised by the Receiver's retained professionals.

The ultimate inquiry in assessing a proposed receivership settlement is whether "the proposed settlement is fair." *Sterling v. Stewart*, 158 F. 3d 1199, 1203 (11th Cir. 1998); see *In re Consol. Pinnacle West Sec. Litig./Resolution Trust Corp.-Merabank Litig.*, 51 F. 3d 194, 196-97 (9th Cir. 1995) ("We see no reason to upset the court's conclusion that the settlement process and result were fair."). Determining the fairness of [a] settlement is left to the sound discretion of the trial court." *Sterling*, 158 F. 3d at 1202 (11th Cir. 1998). In determining fairness, the Court should

examine the following broad array of factors: (1) the likelihood of success on the merits; (2) the range of possible discovery; (3) the point on or below the range of discovery at which settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved. *Sterling*, 158 F. 3d at 1204. *See also SEC v. Princeton Economic Int'l*, 2002 WL 206990, \*2 (S.D.N.Y. 2002) (receivership court should consider “various factors including, inter alia: (1) the probable validity of the claim; (2) the apparent difficulties attending its enforcement through the courts; (3) the collectability of the judgment thereafter; (4) the delay and expenses of the litigation to be incurred; and (5) the amount involved in the compromise”).

For example, the District Court in *Gordon v. Dadante* “analyze[d] the settlement as a whole, under the totality of the circumstances.” 2008 U.S. Dist. LEXIS 32281, \*39, 48 (N.D. Ohio April 18, 2008). The Sixth Circuit affirmed, finding that the district court had fulfilled its responsibilities by engaging in an “independent analysis of the settlement,” as “the district court had extensive knowledge of the claims involved in the case, the valuation of those claims, and the nature of the settlement,” and thus “had more than sufficient information to assess the fairness of the settlement proposed.” 2009 U.S. App. LEXIS 15517 at \*\*16, 23. As the district court noted in a later approval proceeding, “the courts must recognize that plans relating to settlement of a receivership are inherently imperfect, “because no proposal can be [perfect],” and the “task at hand, however, is to do justice to the extent possible.” *Gordon v. Dadante*, 2010 U.S. Dist. LEXIS 1979, \*13-14 (N.D. Ohio Jan. 11, 2010).

Here, the Receiver respectfully submits that the Settlement Agreement is a fair, adequate, and reasonable resolution of the Receiver's causes of action against Defendant. The Receiver, considering the delays and high costs of litigating the enforcement of the Final Judgment both

before this Court and in Canada, believes that the outcome for the Receivership Entities and investors will be better under the Settlement Agreement than it would be if the Receiver was forced to expend attorneys' fees and costs attempting to collect on the Final Judgment or litigating against the setting aside of the Default Judgment.

Based on the Receiver's due diligence, the terms of the proposed Settlement Agreement are fair and reasonable, representing a sensible means of assuring a beneficial outcome for the investors.

### **SETTING ASIDE THE DEFAULT JUDGMENT**

As a condition for agreeing to pay the Settlement Amount, which constitutes a near-complete recovery of funds sought in the Amended Complaint, Defendant requires the Receiver's consent to the setting aside of the Default Judgment at [D.E. 122]. From the Receiver's perspective, the Default Judgment is no longer necessary given the terms of the proposed Settlement Agreement and given that the full Settlement Amount is being held in escrow by the Receiver's Canadian counsel pending approval of this Joint Motion.

Setting aside of the Default Judgment, upon agreement of both the Receiver and Defendant, is permissible pursuant to either Rules 60(b)(5) or 60(b)(6) of the Federal Rules of Civil Procedure. *See* Fed. R. Civ. P. 60(b)(5) (allowing the Court to set aside a final judgment where the judgment has been "satisfied, released or discharged; . . . or applying it prospectively is no longer equitable[.]"); Fed. R. Civ. P. 60(b)(6) (allowing the Court to set aside a final judgment "for any other reason that justifies relief.")

### **OBJECTION PROCEDURE**

As noted above, the determination of the fairness of a settlement is left to the sound discretion of the trial court. *See Sterling*, 158 F. 3d at 1202. While "the substance and amount of

opposition to the settlement" is a factor for the Court's consideration pursuant to the *Sterling* test, the Receiver respectfully requests that the Court, in exercising its broad discretion, approve the Settlement Agreement with limited or no objection procedure.

It is the Receiver's position that given the amount at stake in this action, an expensive, elongated objection procedure would render the benefits of the settlement worthless to the Receivership Estate, and thus no objection procedure should be permitted.

**CONCLUSION**

The Receiver and Defendant hereby jointly respectfully request entry of an order approving the Settlement Agreement, setting aside the Default Judgment against Defendant [D.E. 122], granting any further relief the Court deems just and proper.

<p><b>NELSON MULLINS BROAD AND CASSEL LLP</b> Attorneys for Receiver One Biscayne Tower, 21<sup>st</sup> Floor 2 S. Biscayne Boulevard Miami, FL 33131 Telephone: (305) 373-9467 Facsimile: (305) 995-6387</p> <p>By: <u>s/Daniel S. Newman</u> Daniel S. Newman, P.A. Florida Bar No. 0962767 dnewman@broadandcassel.com Christopher Cavallo, Esq. Florida Bar No. 0092305 ccavallo@broadandcassel.com</p>	<p><b>BOYLE LEONARD ANDERSON, P.A.</b> Attorneys for Elvis Pervan 2050 McGregor Blvd. Ft. Myers, FL 33901 Telephone: (239) 337-1303 Facsimile: (239) 337-7674</p> <p>By: <u>s/ Alex Brockmeyer</u> Alex Brockmeyer, Esq. Florida Bar No. 105758 abrockmeyer@insurance-counsel.com</p>
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on October 14, 2019, a true and correct copy of the foregoing was served via electronic transmission on all counsel or parties of record.

By: *s/Daniel S. Newman*

Daniel S. Newman, P.A.

## **SETTLEMENT AGREEMENT AND RELEASE**

**THIS SETTLEMENT AGREEMENT** (referred to herein as the "Agreement") is entered into this \_\_\_\_ day of October 2019, by and between Grisel Alonso, not individually, but solely in her capacity as the Court-appointed receiver ("Receiver") for Elm Tree Investment Advisors, LLC, Elm Tree Investment Fund LP, Elm Tree "e"Conomy Fund LP, Elm Tree Motion Opportunity LP, and Etopia L.P. (collectively, the "Receivership Entities"), and Elvis Pervan ("Defendant"). The Receiver and Defendant are collectively referred to as the "Parties."

**WHEREAS**, Receiver has alleged that between February 11, 2014, and March 14, 2014, Defendant received transfers of recoverable funds from Receivership Entities (the "Transfers");

**WHEREAS**, on November 15, 2016, the Receiver filed suit against Defendant, among others, in the United States District Court for the Southern District of Florida, Case No. 16-cv-62603, with respect to the Transfers (the "Clawback Action");

**WHEREAS**, the Receiver has not alleged in the Clawback Action that Defendant assisted in carrying out Frederic Elmaleh's investment scheme;

**WHEREAS**, on May 26, 2017, the Court entered Final Default Judgment against Defendant in the amount of \$26,809.34 (the "Judgment");

**WHEREAS**, Defendant denies the Receiver's allegations regarding the Transfers, claims that service on him was improper, and claims that the Judgment is void and should be set aside;

**WHEREAS**, to avoid the expense and risk of litigating the collection of the Judgment in Canada, the setting aside of the Judgment in the United States, and any resultant litigation on the merits, the Parties hereto are desirous of resolving all disputes relating to the Clawback Action, the Transfers, and the Judgment;

**NOW THEREFORE**, in consideration of the premises and mutual promises and covenants contained herein, the Parties agree as follows:

1. **Settlement**. The Parties hereby settle and compromise all claims, disputes, and controversies between them for damages, attorneys' fees, costs, equitable relief, and/or punitive damages arising out of the Clawback Action or the Transfers, which the Receiver has or may have had against Defendant, or which Defendant has or may have had against the Receiver.
2. **Settlement Terms**. In consideration and exchange for the settlement and releases contained herein:
  - a. Defendant shall pay \$22,800.00 (the "Settlement Amount") to the Receiver's counsel in Canada, Gowling WLG ("Gowling"), within 5 days of the Parties' approval of this Agreement, or prior thereto, at Defendant's option.

- b. Gowling shall hold the Settlement Amount in escrow in its trust account pending approval of this Agreement by the United States District Court for the Southern District of Florida (the “Court”).
- c. Within 2 days of Gowling’s receipt of the Settlement Amount, the Parties shall file a joint omnibus motion to approve this Agreement and to set aside the Judgment (the “Joint Motion”).
- d. Gowling shall deliver the Settlement Amount to the Receiver upon the Court’s approval of the Joint Motion.
- e. The Receiver shall remove the following documents concerning Elvis Pervan published on the website [www.elmtrereceivership.com](http://www.elmtrereceivership.com): (1) the “Affidavit of Elvis Pervan” and (2) “The Final Default Judgment awarding damages as to Defendant, Elvis Pervan,” within 5 days of the Parties’ approval of this Agreement. The Receiver shall not publish or cause to be published anything further concerning Elvis Pervan arising out of the Clawback Action or related to the Receivership Entities other than: (1) the Joint Omnibus Motion for Approval of Settlement Agreement and to Set Aside Default Judgment Against Elvis Pervan; (2) Order Vacating Default Judgment; and (3) Order of Dismissal of claims against Elvis Pervan.
- f. If the Court does not approve the Joint Motion, Gowling shall continue to hold the Settlement Amount unless and until the parties end settlement discussions without resolution, at which time Gowling shall return the Settlement Amount to Pervan.
- g. Within 5 days of the approval of this Agreement by the Court, the Receiver shall file a notice of dismissal with prejudice as to her claims against Defendant in the Clawback Action as well as the case filed in Ontario Superior Court of Justice, bearing Case No.: CV-17-582921-00 (“Canadian Action”).
- h. **Court Approval and Effective Date.** This Agreement is not effective unless and until it is approved by the Court. The Effective Date of this Agreement is defined as the date the Court enters an order approving the Agreement, if such approval is granted.

3. **Releases.**

- a. Upon the approval of this Agreement by the Court and upon the Receiver’s receipt and clearing of the entire Settlement Amount as set forth in paragraph 2 above, in consideration of the undertakings described above, but expressly excepting the rights and obligations created by this Agreement, the Receiver, on behalf of the Receivership Entities, releases and discharges Defendant from any and all claims, debts, liabilities, demands, obligations, costs, attorneys’ fees, actions and causes of action, related to or arising from the Judgment, the Transfers and any and all other transactions or transfers between Defendant and

the Receivership Entities, made at any time. This is a general release of all claims made or which could have been made by Receiver and releases all claims of any sort arising from any transactions or transfers between Defendant any any Receivership Entity from the beginning of time to the date of this Agreement.

- b. Upon the approval of this Agreement by the Court and upon the Receiver's receipt and clearing of the entire Settlement Amount as set forth in paragraph 2 above, Defendant releases and discharges the Receiver and the Receivership Entities from any and all claims, debts, liabilities, demands, obligations, costs, attorneys' fees, actions and causes of action related to or arising from the Judgment, the Transfers and any and all other transactions or transfers between Defendant and the Receivership Entities. This is a general release of all claims made or which could have been made by Defendant and releases all claims of any sort arising from any transactions or transfers between Defendant and any Receivership Entity and/or the Receiver from the beginning of time to the date of this Agreement.
4. **No Admissions**. This Agreement is expressly agreed to be in compromise of all disputes and disputed claims, and the Settlement Amount and/or the releases contained herein are not to be construed as admissions of liability, culpability, or wrongdoing on the part of the the Parties, which liability, culpability, or wrongdoing is expressly denied.
5. **Integration**. This Agreement contains the entire Agreement between the Parties, and the terms of this Agreement are contractual and not a mere recital. The Parties agree that all prior negotiations and understandings between them have been merged herein, and that this Agreement may not be modified or changed, except by a writing signed by a duly authorized representative of each party.
6. **Binding Nature**. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their estates, heirs, legal representatives, successors and assigns. The Parties represent and acknowledge that they have had an opportunity to, and have consulted with, counsel in connection with the execution of this Agreement.
7. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that each party is not signatory to the original or the same counterpart. Facsimile signatures shall be deemed as effective as original signatures.
8. **Disputes**. Any dispute arising out of this Agreement or its terms shall be resolved exclusively through the United States District Court for the Southern District of Florida, and Florida law shall govern. The Parties expressly submit to personal jurisdiction in the United States District Court for the Southern District of Florida for any such claims.

9. **Authority.** Each of the signatories hereto represents that she/he has authority to execute this Agreement and to bind the party or parties on whose behalf she/he has signed.
10. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
11. **Construction.** The Parties to this Agreement have negotiated at arms' length and participated in the drafting of this Agreement and, accordingly, any claimed ambiguity shall not be presumptively resolved either in favor of or against any party hereto.
12. **Attorneys' Fees.** The Parties will bear their own expenses, costs and/or attorneys' fees, including any costs or attorneys' fees incurred in connection with the negotiation and execution of this Agreement. The Parties agree that in the event of any litigation to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party in any action (including but not limited to all paralegal fees in any trial, bankruptcy and/or appellate proceedings).
13. **Default.** In the event Defendant fails to timely make payment pursuant to paragraph 2(a), the Receiver shall provide Defendant with five (5) business days written notice of default. During this five (5) business day period, Defendant shall have the opportunity to cure such default (the "Cure Period"). If Defendant fails to cure the default within the Cure Period, then the Receiver may pursue all appropriate amounts owed to the Receivership Estate, including the Judgment, without any limitation based on the Settlement Amount set forth in paragraph 2 of this Agreement. Said written notice shall be sent in accordance with the Notice provisions of paragraph 16.
14. **Jurisdiction.** The Parties agree to seek an Order providing that the Court shall retain jurisdiction to enforce the terms of this Agreement and decide any other issues arising from this Agreement. In the event no such order retaining jurisdiction over this Agreement is granted, the Parties agree that the sole venue for any action arising from the Agreement shall be in the District Court for the Southern District of Florida and submit to personal jurisdiction before that Court.
15. **Notices.** All notices to the Receiver shall be addressed to Daniel S. Newman, P.A., Broad and Cassel, 2 South Biscayne Boulevard, 21<sup>st</sup> Floor, Miami, Florida 33131 which shall constitute good and sufficient notice. All notices sent to Defendant shall be addressed to Elvis Pervan, 132 Pinewood Trail, Mississauga, Ontario L5G 2L1 Canada, and shall be sent via Federal Express, with proof of delivery, and copy to Justin Anisman, 161 Bay Street, Suite 2900, Toronto, Ontario M5J2S1, via Federal Express, which shall constitute good and sufficient notice.

**IN WITNESS WHEREOF**, the Parties have affixed or caused to be affixed their respective signatures, effective on the day and year first written above.

**GRISEL ALONSO, THE RECEIVER**

By: \_\_\_\_\_  
Name: Grisel Alonso  
Title: Receiver  
Date:

\_\_\_\_\_  
**EVLIS PERVAN**

Date: \_\_\_\_\_