UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 17-60907-CIV-MORENO/TURNOFF

FEDERAL TRADE COMMISSION, and
STATE OF FLORIDA,

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al.,*

Defendants and Relief Defendants.
_____/

JAMES MARCUS' MOTION AND MEMORANDUM FOR ORDER DIRECTING BANK OF AMERICA TO RELEASE HOLD ON FUNDS

Relief Defendant, JAMES MARCUS, by and through his undersigned counsel, files this Motion and Memorandum for an Order Directing Bank of America to Release Hold on Funds, and states as follows:

BACKGROUND

1. On May 8, 2017, Plaintiffs' filed the Ex Parte Motion For Temporary Restraining Order With Asset Freeze, Appointment Of A Receiver, and Other Equitable Relief, and Order To Show Cause Why a Preliminary Injunction Should Not Issue ("TRO Motion") (D.E. 6).

2. Plaintiffs' TRO Motion and the attached exhibits include no allegation or reference to James Marcus.

3. On May 9, 2017, this Court entered a Sealed Temporary Restraining Order

in this matter (D.E.13).

4. The Sealed Temporary Restraining Order does not name, mention or refer to James Marcus, or any property in his possession or control.

5. At that time, James Marcus was not named as a defendant, or as a relief defendant in this suit.

6. On May 17, 2017, after conducting a show cause hearing (for which James Marcus, not a party to this suit, was neither noticed nor advised) this Court entered a Preliminary Injunction. (D.E. 21). The Preliminary Injunction did not name, mention, or reference James Marcus, or any property in his possession or control.

7. Subsequent to the entry of the Preliminary Injunction, the receivership created thereby was expanded pursuant to the Order of this Court dated July 31, 2017. (D.E. 102).

8. The motion seeking to expand the receivership and the order granting it make no mention or reference to James Marcus.

9. On September 8, 2017, the Plaintiffs filed a Motion seeking to amend the Complaint (D.E. 122), which was granted by this Court on September 28, 2017. (D.E.125). The Amended Complaint added James Marcus as a relief defendant in this action.

10. There is nothing contained in either the motion seeking to amend the Complaint or any subsequent filing that seeks to extend the Preliminary Injunction to apply to James Marcus or his assets.

11. In James Marcus' Answer to the Amended Complaint, he denied that he possesses any assets that once belonged to any of the defendants, including the receivership defendants without providing consideration therefor. (D.E. 206).

12. It is not disputed that James Marcus received a loan from Halfpay International, LLC, a company owned by his brother. It also cannot be disputed that the loan is secured by a promissory note, an executed copy of which is attached hereto and incorporated herein as Exhibit "1."

13. Since the time that James Marcus became a party to this action, there have been no motions, orders or other proceedings that in any challenged that denial, or adjudicate the facts of the issue created by the allegation and the denial.

UNAUTHORIZED HOLD OF JAMES MARCUS' FUNDS

14. James Marcus is thirty-four years old, and is the sole provider for his wife and thirteen month old child with whom he resides in a 1,250 square feet condominium in Culver City, California. Neither the orders, pleadings nor any motion in this cause make any allegation of wrongdoing against James Marcus.

15. James Marcus and his wife maintain all of their funds with Bank of America, including a checking account, savings account, and his son's college savings fund, which contain all of their funds, including all of the money he earned in his work as a graphic designer and all of the funds his wife earned in her previous employment as a veterinarian technician.

16. On or about April 5, 2018, without any further orders of this Court, or motions seeking to impose an injunction on James Marcus' or his non-party wife's assets, Bank of America advised Mr. Marcus that it had placed a hold on all accounts belonging to James Marcus and his wife at the Receiver's request. The loan that Jeremy Marcus gave to assist James Marcus which James used in purchasing his homestead residence is the only basis for the Receiver to make this request.

17. After first refusing to provide information upon which that freeze was entered, on April 11, 2018, Bank of America represented that James Marcus and his wife's funds were frozen based upon the allegations in the Amended Complaint, the representations of the Receiver, and his broad powers.

18. Bank of America has represented to James Marcus that the assets belonging to James Marcus and his wife will only be released upon the direction of the Receiver, or upon Order of this Court.

19. The authority of the Receiver is not unlimited; but, that authority is limited in scope to the language of the Injunction itself, and the proof that was reviewed by this Court in entering the Injunction

20. The Receiver exceeded the scope of his authority in representing to Bank of America that there was a basis to freeze funds belonging to James Marcus and his wife. This Court has made no findings and entered no order that would justify the Receiver asserting the authority to direct the freezing of the funds of James Marcus and his non-party wife, simply because they are debtors of one of the Receivership Defendants.

21. James Marcus has been left financially destitute with no way to provide for his wife and thirteen-month-old son due to the Receiver's wrongful actions.

22. Neither the Receiver nor the Plaintiffs have moved for an injunction against James Marcus or his wife, nor could they prove the necessary elements if they had sought an injunction. See FTC v. IAB Mktg Associates, 746 F. 3d. 1228 (11th Cir. 2014); F.T.C. v. USA Fin., LLC, 415 Fed. Appx. 970, 975 (11th Cir. 2011); Federal Trade Commission v. Vylah Tec LLC, ___Fed.Appx. ____, 2018 WL 1211948 (11th Cir.2018) (holding that when balancing the equities, the court must keep in mind that injunctive relief is appropriate

if the defendant's past conduct indicates that there is a reasonable likelihood of further violations in the future; however, such relief may not be appropriate in instances where the defendant's actions are unlikely to recur).

23. Here, no showing of entitlement to injunctive relief against this relief defendant has been made or even attempted to be made. The Receiver circumvented his obligation to come to this Court to be granted the power to freeze another party's assets.

24. While the powers of the Receiver granted in the Preliminary Injunction are broad, those powers derive from the Court's specific Order after consideration of the written submissions and hearing conducted on the TRO Motion of the issues therein presented.

25. The evidence presented in the TRO Motion that serves as the basis for the Preliminary Injunction Preliminary Injunction and the evidence upon which it is founded make no mention of James Marcus. No evidence was presented as to James Marcus, or any assets that he received from any of the defendants, nor was there any evidence presented as to whether there was consideration for any assets allegedly transferred.

26. James Marcus was not a party to the action at the time that the Preliminary Injunction was entered and did not participate in the hearing held by the Court before the Preliminary Injunction was entered.

27. The receipt of a loan for which consideration was provided does not give the Receiver the power, right, or authority to unilaterally take actions to freeze James Marcus' sole source of funds to support himself and his family without seeking such relief from this Court.

28. The Receiver steps into the shoes of the receivership defendant which holds

the promissory note at issue. As such, the Receiver may attempt to enforce the promissory note as to its maker: and, that is all the law entitles him to do.

29. The allegation made in the TRO Motion that relates to the then named relief defendants (James Marcus not being one of them) is the claim that "[O]ther Relief Defendants received money directly from Corporate Defendants." (D.E. 6, at 30). In support of that allegation, Plaintiffs cite to Exhibits 2 and 3. See Plaintiffs' TRO (D.E. 6, at 30, n.213)

30. While there is voluminous information contained in those exhibits regarding certain relief defendants and various financial transactions, there is no information or proof asserted as to James Marcus or any transactions concerning him. See Exhibits 2-3, (D.E. 6 22-24).

31. Plaintiffs further alleged in the TRO motion that "there is no evidence that any of these shell company transferees provided return consideration for the assets or otherwise have any legitimate claim to them." (D.E. 6, at 30).

32. In support of that allegation, Plaintiffs cite to Exhibits 2 and 3. See TRO Motion (D.E. 6, at 30, n.214).

33. The First Amended Complaint does not allege that James Marcus is a "shell company transferee". Therefore, no proof was presented or considered that in any way connects relief defendant James Marcus to the Preliminary Injunction such that he and his wife's assets would be subject to the freeze order provisions of the Preliminary Injunction.

WHEREFORE, JAMES MARCUS respectfully requests that this Honorable Court: (i) enter an Order Directing Bank of America to Release the Hold on the funds of James Marcus; (ii) direct the Receiver to take no further actions to freeze or otherwise prevent

James Marcus or his wife's use of their funds, absent further Order of this Court; and (iii) grant such other and further relief that this Court deems just and proper.

The undersigned has made reasonable efforts to confer with all parties who may be affected by the relief sought in the motion in a good faith effort to resolve these issues, but has been unable to do so. On May 1, 2018,emails were sent to counsel for all such parties. No responses were received from counsel for Defendants Jeremy Marcus, Smith and Segrea. Counsel for the Plaintiff and counsel for the Receiver each immediately responded and asked for a copy of the motion, which was sent to them by email on May 1, 2018. Neither the Plaintiff nor the Receiver has since responded to the email request as of the date of the filing of this motion, thereby delaying the filing of this motion.

I HEREBY CERTIFY that on this 3rd day of May, 2018, I electronically filed the foregoing document with the Clerk of this Court by using the CM/ECF system. I also certify that the foregoing document is being served this date on all counsel of record either via transmission of Electronic Filing or another authorized manner for those counsel or parties authorized to receive electronically Notices of electronically Notice of Electronic Filing generated by the CM/ECF system.

/s/ Mark Wilensky
MARK WILENSKY
DUBINER & WILENSKY, L.L.C.
1200 Corporate Center Way, Suite 200
Wellington, FL 33414
Telephone (561) 655-0150
Facsimile (561) 833-4939
Fla. Bar No. 290221
E-Service: dubiner_wilensky@bellsouth.net

UNSECURED PROMISSORY NOTE

Loan Amount: **$497,279.51**

Place: 6665 Green Valley Circle unit 222

Culver City, CA 90230.

Maturity Date: 12/01/2046

Date: 09/20/2016

FOR VALUE RECEIVED, **James R. Marcus** whose address is, **6665 Green Valley Circle Unit 222, Culver City, CA 90230, ("Maker" or "Borrower")** promises to pay to the order of **Jeremy L. Marcus and/or Halfpay International, LLC**, or any subsequent holder of this Unsecured Promissory Note ("Lender" and/or "Holder"), whose address is of **1410 SW 3rd Street, Pompano Beach, FL 33069**, the principal sum of **Four Hundred Ninety Seven, Two Hundered Seventy Nine Dollars and Fifty One Cents ($497,279.51)** ("Principal Amount" and/or "Loan"), with interest on the principal balance, at the rate of interest as set forth herein and payable as follows:

a. **Interest.** The Principal Amount shall bear interest at a fixed rate per annum equal to **Three (3.500%)** ("Interest Rate"). Interest shall be computed on the basis of a daily amount of interest accruing on the daily outstanding principal balance during a 366-day year multiplied by the actual number of days the principal is outstanding during such applicable interest period.

b. **Payment of Principal and Interest.** This is a bullet, interest only, **240-month** term (the "Term"), Promissory Note (hereinafter, the "Promissory Note"), with pre-payment penalties as set forth herein, with all accrued and unpaid interest and the entire principal balance then outstanding due at the Maturity Date. Makers promises to pay interest on the unpaid Principal Amount at the Interest Rate, compounded monthly, if applicable, from the Date of this Note until payment in full, as hereinafter provided. Monthly payments, representing interest only, payable in arrears, but calculated on the daily outstanding unpaid principal balance of this Promissory Note shall be due and payable commencing **December 1st 2016** and on the same day of each and every month thereafter until the Maturity Date, as set forth herein, at which time the entire unpaid principal balance and any unpaid and accrued interest shall become due and payable in full without demand. The monthly interest only payment is **$1,350.00**. Payments of principal and interest shall be made in lawful currency of the United States of America which shall be legal tender in payment of all debts, public and private, at the time of payment. Each payment hereunder shall be credited first to Lender's collection expenses, next to late charges, next to unpaid interest, and the balance, if any, to the reduction of the Principal Amount. The interest on this Note shall be calculated on the basis of a 366-day year and on the actual number of days in each month.

c. **Maturity Date.** The then outstanding principal balance, plus all accrued but unpaid interest, shall be due and payable in full on **12/01/2036.**

d. **Recast Provision.** This Unsecured Note has the option to the Maker to lower the monthly payment through a one-time recast (or re-amortization) of the interest-bearing portion of the loan. With a recast (or re-amortization), the scheduled interest rate(s) will not change, but the

EXHIBIT "1"

all earned incentives are applied) that will be paid over the remaining term of the loan. If the Maker chooses to recast the loan and make the recast payment, the Maker will not pay off the loan early. In addition, the Maker will pay more interest over the life of the loan than if he did not accept the recast and continued making your regularly scheduled payment.

e. **Pre-payment Penalty.** Provided this Promissory Note, as defined below, secured by this Note, or any other document executed in connection with the Note, the principal balance due hereunder may be prepaid, in whole or in part, at any time **without penalty** during the Term.

Each Makers, endorser and Guarantor, jointly and severally, waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers and consents without notice to any and all extensions of time or changes in terms of payment by the holder of this Note.

Each Makers, Endorser and Guarantor, jointly and severally, agrees to pay all costs of collection, including reasonable attorney's fees, in the event it becomes necessary to protect the security hereof, whether suit be brought or not.

From and after the occurrence of an Event of Default, as such term is hereinafter defined, under this Promissory Note or the maturity thereof, whether normal maturity or accelerated maturity, the unpaid principal hereof shall bear interest at the greatest of 18% per annum or the highest legal rate permitted by Florida law. Notwithstanding anything herein to the contrary or consistent hereof, an event of default shall exist wherein a payment required herein is not made within ten (10) days of the due date.

This Unsecured Promissory Note is unsecured and is to be construed and enforced in accordance with the laws of the State of Florida. Upon default in the payment of any of the terms and conditions of the Note, and after the expiration of all applicable cure and grace periods, then, at the option of the Holder, the entire Principal Amount remaining unpaid, together with accrued interest, shall become immediately due and payable, without further notice.

It is agreed that the granting to the Makers of this Unsecured Promissory Note or any other party of an extension or extensions of time for the payment of any sum or sums due hereunder shall not in any way release or affect the liability of the Makers or any endorser or Guarantor for any sums due under this Promissory Note.

This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Borrowers, and any endorsers, sureties, guarantors and all others who are, or who may become liable for the payment hereof, severally, irrevocably, and unconditionally (a) agree that any suit, action, or other legal proceeding arising out of or relating to this Note may be brought, at the option of the Lender, in a court of record of the **State of Florida in Broward County, United**

States District Court for the Southern District of Florida, or in any other court of competent jurisdiction; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding and (c) waive any objection which it or they may have to the venue of any such suit, action, or proceeding in any such court.

Upon the happening of any of the following events ("Event of Default"), each of which shall constitute a default hereunder, all sums due hereunder shall thereupon or thereafter, at Lender's option, without notice or demand, become immediately due and payable: (a) failure of any Obligor (which term shall mean and include each Makers, Endorser, Surety, Guarantor or other party liable for payment of or pledging collateral or security under this Note) to pay on or before expiration of any applicable grace period, any sum due hereunder or due by any Obligor to Lender under any other Promissory Note; (b) occurrence of default under any of the Loan Documents in effect which by its terms covers this Promissory Note or the indebtedness evidenced hereby; (c) filing of any petition under the Bankruptcy Code or any similar federal or state statute by or against any Obligor or the insolvency of any Obligor and not discharged and dismissed within 30 days from the filing thereof; (d) making of a general assignment by any Obligor for the benefit of creditors, appointment of or taking possession by a receiver, trustee or custodian or similar official for any Obligor or for any assets of any such Obligor or institution by or against any Obligor of any kind of insolvency proceedings or any proceeding for dissolution or liquidation of any Obligor which is not dismissed within thirty (30) days of the filing thereof;(e) entry of a final judgment against any Obligor which is not satisfied or transferred to bond within thirty(30) days of the date of entry or an appeal of such judgment timely filed and, in such event, not satisfied within thirty (30) days after such appeal is dismissed or the date of the appellate court entering a judgment upholding the trial court judgment in whole or in part; (f) material falsity in any certificate, statement, representation, warranty or audit at any time furnished to Lender by or on behalf of any Obligor pursuant to or in connection with this Promissory Note, the Loan Documents which by its terms covers this Promissory Note for the indebtedness evidenced hereby or otherwise including any omission to disclose any substantial contingent or liquidated liabilities or any material adverse change in any facts disclosed by any certificate, statement, representation, warranty or audit furnished to Lender; (g) cancellation of any guaranty with respect hereto without the prior written consent of Lender hereof; (h) the death of a guarantor, (i) if any interest in any Obligor is sold or transferred without Lender's prior written consent; or, (j) at Lender's option, any default in payment or performance of any obligation under any other loans, contracts or agreements of Obligor or Borrowers.

Without limiting the generality of the foregoing, upon the occurrence of an Event of Default hereunder, Lender may, at its option, and without notice or demand after the expiration of all applicable cure and grace periods (i) declare the entire unpaid principal and accrued interest accelerated and due and payable at once, together with any and all other liabilities of Makers or any such liabilities selected by Lender; notice is, at the option of Lender, hand delivered, sent via expedited courier, or mailed, postage prepaid to Makers, at the address given to Lender by Makers.

Notwithstanding anything herein to the contrary or already stated, all parties to this Promissory Note, whether Makers, principal, surety, guarantor or endorser, hereby waive presentment for payment, demand, notice, protest, notice of protest and notice of dishonor and, under no circumstances shall the aggregate amount paid or agreed to be paid hereunder exceed the highest lawful rate permitted under applicable usury law (the "Maximum Rate") and the payment obligations of Makers under this Promissory Note are hereby limited accordingly. If under any circumstances, whether by reason of advancement or acceleration of the maturity of the unpaid principal balance hereof or otherwise, the aggregate amounts paid on this Promissory Note shall include amounts which by law are deemed interest and which would exceed the Maximum Rate, Makers stipulates that payment and collection of such excess amounts shall have been and will be deemed to have been the result of a mistake on the part of both Makers and the Holder of this Promissory Note, and the party receiving such excess payments shall promptly credit such excess (to the extent only of such payments in excess of the Maximum Rate) against the unpaid principal balance hereof and any portion of such excess payments not capable of being so credited shall be refunded to Makers.

The term "Makers" as used herein in every instance shall include the successors, legal representatives and assigns of the Makers, and shall denote the singular and/or plural, the masculine and/or feminine, and natural and/or artificial persons whenever and wherever the context so requires or admits. In addition to anything herein already stated, if the calculation of interest or the imposition of a change in the rate of interest after acceleration upon default or the payment of any fees or other charges which are construed to be interest under applicable law, rule, or regulation in effect from time to time, result in an effective rate of interest higher than that permitted to be paid under applicable law, rule, or regulation in effect from time to time, then such charges shall be reduced by a sum sufficient to result in an effective rate of interest no greater than the maximum effective rate of interest permitted to be paid under applicable law, rule or regulation in effect from time to time. The Lender may, in determining the maximum rate permitted under applicable law, rule or regulation in effect from time to time, take advantage of: (i) the rate of interest permitted by Florida Statutes Chapter 665 (Florida Savings Association Act), by reason of both Section 687.12 Florida Statutes ("interest rates: parity among licensed lenders or creditors") and 12 United States Code, Sections 85 and 86, and (ii) any other law, rule or regulation in effect from time to time, available to Lender which exempts Lender from any limit upon the rate of interest it may charge or grants to Lender the right to charge a higher rate of interest than that permitted by Florida Statutes, Chapter 687. Upon maturity of this Promissory Note, whether by acceleration or in due course, interest shall be recalculated over the actual life of the loan based upon the amounts outstanding, and if the total amount of interest theretofore paid exceeds the amount permitted to be paid under applicable law, rule, or regulation in effect from time to time, the excess shall be credited to Principal Amount, or if such excess exceeds the Principal Amount due hereunder, refunded to the Borrowers.

Notwithstanding anything consistent or contrary herein, this unsecured Note shall not be cross defaulted or cross collateralized with all other loans which Borrowers shall have from or shall have guaranteed to Lender (or any assignee, successor, subsidiary or affiliated entity of Lender) during the Term, whether existing as of the closing date or subsequently made. A default under any of the above-described other loans shall not constitute a default under this Note. A default under this Note shall not constitute a default under the above-described other loans.

Borrowers represent and warrant that this Promissory Note evidences a loan for a consumer-type transaction.

This Promissory Note shall be construed without any regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. Notwithstanding anything contained herein to the contrary, if there is more than one Maker or borrower, each Maker or borrower shall be jointly and severally liable for a breach of any and all covenants, representations, warranties, obligations and liabilities under this Promissory Note.

MAKERS, HOLDERS AND/OR GUARANTORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION (INCLUDING BUT NOT LIMITED TO) ANY CLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREIN. MAKERS HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE MAKER, HOLDER AND/OR GUARANTOR, NOR THEIR RESPECTIVE COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE MAKERS, HOLDERS AND/OR GUARANTORS WOULD NOT, IN THE EVENT OF SUCH LITIGATION; SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. MAKERS AND GUARANTORS ACKNOWLEDGE THAT THE HOLDER HAS NOT BEEN INDUCED TO ENTER INTO THIS LOAN, INCLUDING THIS PROMISSORY NOTE, BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

Maker:

JAMES R. MARCUS

STATE OF California)

) ss.

Los Angeles **COUNTY)**

The foregoing instrument was acknowledged this ___ day of **September, 2016,** by **James R. Marcus** Individually, who is personally known to me or who has produced his _____ State issued Driver's Licenses as identification on behalf of himself

_____

Notary Public

See Acknowledgment Attachment

(Printed Name of Notary)

Commission Expires: _____

Commission Number: _____

Maker:

JEREMY L. MARCUS

STATE OF FLORIDA)

) ss.

BROWARD COUNTY)

The foregoing instrument was acknowledged this **20th day of September 2016**, by **Jeremy L. Marcus** Individually who is personally known to me or who has produced his Florida State issued Driver's Licenses as identification on behalf of himself.

_____

Notary Public

PAUL A. HERMAN

(Printed Name of Notary)

Commission Expires: 10/27/17

Commission Number: FF 035303

PAUL A. HERMAN
Notary Public - State of Florida
My Comm. Expires Oct 27, 2017
Commission # FF 035303
Bonded Through National Notary Assn.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On October 31, 2016 before me, Michael Parra, Notary
(insert name and title of the officer)

personally appeared James R. Marcus,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies),~~ and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

MICHAEL PARRA
COMM.# 2070066
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires June 1, 2018

This certificate is attached to a 7 page document dealing ~~with~~/entitled
Unsecured Promissory Note and dated 9/20/2016.

Serres, Ellen

From: cmecfautosender@flsd.uscourts.gov
Sent: Thursday, May 03, 2018 4:48 PM
To: flsd_cmecf_notice@flsd.uscourts.gov
Subject: Activity in Case 0:17-cv-60907-FAM Federal Trade Commission et al v. Marcus et al Motion for Release of Funds

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U.S. District Court

Southern District of Florida

Notice of Electronic Filing

The following transaction was entered by Wilensky, Mark on 5/3/2018 at 4:47 PM EDT and filed on 5/3/2018
Case Name: Federal Trade Commission et al v. Marcus et al
Case Number: 0:17-cv-60907-FAM
Filer: James Marcus
WARNING: CASE CLOSED on 03/26/2018
Document Number: 244

Docket Text:
MOTION for Release of Funds *and Motion and Memorandum for Order Directing Bank of America to Release Hold on Funds* by James Marcus. (Attachments: # (1) Exhibit Exhibit 1 (Promissory Note))(Wilensky, Mark)

0:17-cv-60907-FAM Notice has been electronically mailed to:

Alain J. Ifrah jeff@ifrahlaw.com

Angeleque P. Linville alinville@ftc.gov

Barry Seth Turner bturner@joneswalker.com, miamiservice@joneswalker.com, mvelapoldi@joneswalker.com

Edward Robert Shohat eshohat@joneswalker.com, calvarez@joneswalker.com, dweiner@joneswalker.com, jmay@joneswalker.com

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Valerie M. Verduce vverduce@ftc.gov

0:17-cv-60907-FAM Notice has not been delivered electronically to those listed below and will be provided by other means. For further assistance, please contact our Help Desk at 1-888-318-2260.:

110 Glouchester ST, LLC
300 Royal Plaza Drive
Fort Lauderdale, FL 33301

Cockburn & Associate LLC
c/o Seth E. Ellis, Registered Agent
4755 Technology Way #205
Boca Raton, FL 33431

HP Media, Inc.
c/o Seth E. Ellis, Registered Agent
4755 Technology Way, #205
Boca Raton, FL 33431

Omni Management Partners LLC
c/o Seth E. Ellis, Registered Agent
4755 Technology Way, #205
Boca Raton, FL 33431

White Light Media LLC
c/o Incorporation Service, Inc.
3773 Howard Hughes Pkwy
Suite 500S
Las Vegas, NV 89169-6014

Teresa Duda
110 Glouchester St.
Boca Raton, FL 33487

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:n/a
Electronic document Stamp:

[STAMP dcecfStamp_ID=1105629215 [Date=5/3/2018] [FileNumber=17529645-0
] [242b7883b0636101dc42d3553b3b523306ceedf95a1430dac557ef9c445b7a77d99
100ef509f02bd86da4304f71fdcb9e9d273241a70fe6251c60c89f38ae339]]
Document description: Exhibit Exhibit 1 (Promissory Note)
Original filename:n/a
Electronic document Stamp:
[STAMP dcecfStamp_ID=1105629215 [Date=5/3/2018] [FileNumber=17529645-1
] [38888631f8cdf712122e1e64b2a265ed6f2ddf1d5e3e8a3ee262c2c37dc88825173
9e88bcf68d83487a1ebaf7be2133f2e2a6a73567819c75874733daf3d6d3e]]