

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Case No: 6:21-cv-694-CEM-DCI

HARBOR CITY CAPITAL CORP.,
HARBOR CITY VENTURES, LLC,
HCCF-1, LLC,
HCCF-2, LLC,
HCCF-3, LLC,
HCCF-4, LLC,
HCCF-5, LLC,
HARBOR CITY DIGITAL VENTURES, INC.,
HCC MEDIA FUNDING, LLC,
JONATHAN P. MARONEY,

Defendants,

and

CELTIC ENTERPRISE, LLC and
TONYA L. MARONEY

Relief Defendants.

MOTION FOR CLARIFICATION AND OTHER RELIEF

Receiver, Katherine Donlon, by and through undersigned counsel, hereby files this Motion for Clarification and Other Relief and states as follows:

1. On January 30, 2023, this Court entered an Order and Order to Show Cause regarding the sale of 143 Lansing Island Drive (“the Property”) in section (f) of the Order. [Dkt. 136].

2. Therein, this Court addressed the argument by the Receiver that the dispute with Benworth,¹ and its successors in interest, is preventing the closing on the Property. *Id.*

3. This Court stated that it is, “unclear why the dispute is preventing the sale from being finalized,” and to the “extent the Court’s orders require clarification or some specific relief is appropriate, a motion should be filed without delay.” *Id.*

4. The Receiver seeks clarification and/or further relief from this Court as described herein.

BACKGROUND

5. The Receiver entered into a contract to sell the Property on July 25, 2022.

6. Thereafter, various inspections of the Property commenced.

7. Additionally, and almost immediately, State Title Partners, LLP, of Melbourne, Florida, immediately began inquiring as to the status of the various mortgage/lien holders and indicated that “[w]e will need to get payoff statements.”

¹ “Benworth” is defined in the Court’s Order as, collectively, Benworth Capital Partners, LLC, the entity who originally acquired the Note (Doc. 125-1 at 16–18), as well as a group of entities that acquired the Note from Benworth Capital Partners, LLC. Doc. 125-1 at 21. These entities are: Capital Partners 2, LLC; Benfam Holdings LLC; Mira Holdings, LLC; The Maria L. Santayana Living Trust; and ZF Capital LLC (collectively, the Mira Lenders). *Id.* Benworth Capital Partners, LLC is the servicer for the Note and has appeared on behalf of the Mira Lenders. Doc. 133 at 2. Benworth Capital Partners, LLC also filed the state foreclosure action on behalf of the Mira Lenders. Doc. 125-1 at 14–15.

8. On August 9, 2022, after undersigned counsel sought clarification regarding the list of lienholders, Sonia Ackley of State Title Partners indicated that in addition to the payoff statements from all lien/mortgage holders, including Benworth, the Homeowners' Association, Reese Enterprises, and Central Florida Product Installations, counsel for the Receiver also needed to secure a dismissal of the Lis Pendens filed by Benworth and Central Florida Product Installation.

9. At that point, undersigned counsel immediately contacted all lienholders to obtain the payoff information requested and to secure a dismissal of any Lis Pendens clouding the title.

10. Undersigned counsel contacted Mr. Rey on August 10, 2022, to inquire as to the payoff for Benworth. *See Exhibit A.*

11. Undersigned counsel corresponded with counsel for Benworth again on August 24, 2022. *See Exhibit B.*

12. Undersigned counsel corresponded with a third attorney for Benworth on October 6, 2022. *See Exhibit C.*

13. Ultimately, undersigned counsel received an email from Mr. Rey on October 13, 2022, containing the payoff. Therein, Mr. Rey stated, "Please note that any order authorizing the sale Must require payment in full of the Mortgage and cannot be free and clear of liens, unless the mortgage is exempted." *See Exhibit D.*

14. The Receiver immediately contacted State Title regarding the payoff amount for the Benworth mortgage, which included attorneys' fees and costs, and

inquired whether the disputed fees and costs could be held in escrow and the lien otherwise cleared via a payoff of the mortgage loan so that the buyer could purchase the Property free and clear of the lien.

15. State Title informed the Receiver in November 2022 that the interest and attorney's fees could **not** be held in escrow and that these items needed to be negotiated and resolved with Benworth prior to the closing. In short, the lien had to be cleared in full, which included the fees and costs, in order to close on the sale of the property.

16. Undersigned counsel attempted to resolve the disputed fees and costs with counsel for Benworth, including negotiating a reduction in the amounts demanded and offering to hold these in escrow for a release of the lien, to no avail.

17. Thereafter, undersigned counsel sought relief in this Court via the Motion to Determine Interest and Fees. [Dkt. 125].

18. Upon receipt of this Court's Order dated January 30, 2023, undersigned counsel again contacted State Title and inquired whether, as stated in the Court's Order, the lien could be transferred to the proceeds from the sale of the Property, thus clearing the lien, allowing the sale to proceed, and attaching the lien to the sale proceeds.

19. On January 31, 2023, undersigned counsel received a response to this inquiry which stated:

"I've discussed this with the appropriate parties and the requirements on the last commitment must still be cleared." (Attached for your review)

“We do need the foreclosure case dismissed and the mortgage satisfied. The original order authorizing the sale did require that the mortgage be paid and satisfied at closing, and we still need that to be accomplished as well as the FCI be dismissed. “

See **Exhibit E**.

20. Thus, according to State Title, the closing agent with respect to this Property, the Property cannot be sold and title transferred to the buyer under the contract for sale free and clear of liens until the Benworth mortgage liens are satisfied and the foreclosure case dismissed. This additional requirement is new, and now requires not only the satisfaction of the mortgage lien, to include the fees and costs by Benworth, but also a dismissal of the foreclosure cause of action, which remains active in the appellate court.

21. Accordingly, the Receiver cannot simply proceed with the sale of this property as set forth by this Court.

RELIEF REQUESTED

22. The Receiver is in need of further clarification as to how to accomplish the sale given these issues and the requirements of State Title.

23. Undersigned counsel has reviewed *SEC v. Capital Cove Bancorp, LLC*, 2015 WL 9701154 (C.D. Cal. Oct. 13, 2015), and a litany of other cases which reflect this Court’s authority to order the sale of the property free and clear of liens. “It has long been recognized that under appropriate circumstances, a federal court presiding over a receivership may authorize the assets of the receivership to be sold free and clear of liens and related claims.” *Capital Cove*, 2015 WL 9701154 at *4

(citing “*Pennant Mgmt., Inc. v. First Farmers Fin., LLC*, No. 14–CV–7581, 2015 WL 4511337, at *4 (N.D.Ill. July 24, 2015) (quoting *Regions Bank v. Egyptian Concrete Co.*, No. 09–cv–1260, 2009 WL 4431133, at *7 (E.D.Mo. Dec. 1, 2009)); see also *Mellen v. Moline Malleable Iron Works*, 131 U.S. 352, 357 (1889) (“[T]he removal of alleged liens or incumbrances [sic] upon property, the closing up of affairs of insolvent corporations, and the administration and distribution of trust funds are subjects over which courts of equity have general jurisdiction.”)).

24. Accordingly, to the extent the Receiver has misunderstood the direction of the Court, the Receiver seeks clarification; otherwise, the Receiver requests an Order of the Court that serves to supplement the Court’s earlier Orders addressing the sale of the Property [Dkts. 113, 118].

25. Specifically, the Receiver seeks an Order that requires as follows:

- a. All liens heretofore attached to or that otherwise impact the Property are transferred from the Property to the proceeds from the sale of the Property. Specifically, the Property shall be sold free and clear of liens, claims, and encumbrances.
- b. The Property is to be sold pursuant to the contract previously reviewed and approved by this Court [See Dkt. 113 and 118].
- c. Proceeds from the sale of the Property sufficient to satisfy all liens previously existing shall be held in the Trust account of the law firm of Johnson, Cassidy, Newlon & DeCort, P.A., counsel for the Receiver.

- d. The Receiver shall utilize the proceeds from the sale of the Property to satisfy those liens to which the Receiver has no objection , including those previously identified in the Receiver's Motion to Approve Private Sale of Property (the Homeowner's Association, certain construction) [Dkt. 111].
- e. The Receiver shall retain in the Trust account of the Johnson Cassidy law firm those proceeds from the sale of the Property sufficient to satisfy the lien imposed by Benworth Capital and/or its successors, including the mortgage, the attorneys' fees, and the costs.
- f. The Receiver shall not disburse nor otherwise distribute these funds to Benworth, its successors, and/or its counsel absent further Order of this Court.
- g. The liens will attach to the proceeds of the sale of the Property with those liens, claims, and encumbrances to maintain the same force, effect, and priority against the sales proceeds as existed at the time of the closing of the sale.

26. The Receiver remains unclear how to address the new requirement imposed by State Title that the state court foreclosure proceeding be dismissed, or that the Lis Pendens filed by certain lienholders be removed, except to require State Title to proceed with the closing, and to provide the Buyer title free and clear, even with the pending foreclosure proceeding and Lis Pendens. Alternatively,

absent dismissal of the foreclosure proceeding, and the related appeal, and the dismissal of the Lis Pendens filed by certain lienholders, the Court could exercise its contempt powers and find these lienholders in contempt for interfering with the Receiver's performance of her duties.

27. As it relates to the liens other than Benworth, the Receiver intends to immediately satisfy same and obtain a release, dismissal of any litigation, and dismissal of any lis pendens filed in the public record.

LOCAL RULE 3.01(G) CERTIFICATION

The Court's January 30, 2023, Order indicates that if the Court's orders require clarification or some specific relief is appropriate, a motion should be filed without delay. On February 1, 2023, undersigned contacted counsel Alexis Read to confer regarding the points of clarification in this Motion, who objected to the Motion, a copy of Ms. Read's objection is attached hereto as **Exhibit F**. Ms. Read makes clear that Benworth will not issue a satisfaction of mortgage and that it will seek recourse against the buyer of the Property and the title company if the Receiver proceeds with this Motion and the relief requested herein.

Dated: February 1, 2023.

[signature appears on following page]

Respectfully submitted,

/s/ Nicole Deese Newlon _____

NICOLE DEESE NEWLON

Florida Bar No. 832391

nnewlon@jclaw.com

JOHNSON, CASSIDY,

NEWLON & DECORT, P.A.

3242 Henderson Blvd., Ste 210

Tampa, Florida 33609

Telephone: (813) 699-4859

Facsimile: (813) 235-0462

Secondary: kdonlon@jclaw.com;

walker@jclaw.com

Counsel for Receiver,

Katherine C. Donlon

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 1, 2023, a true and correct copy of the foregoing was electronically filed with the United States District Court, Middle District of Florida, by using the CM/ECF System, which will serve a copy on all counsel of record. Further, undersigned counsel has caused to be served a copy of this Motion on all counsel for the Mira Plaintiffs, including:

Albert D. Rey, Esquire,
adrey@bellsouth.net
Albert D. Rey, P.A.,
12955 SW 42nd Street, Suite 6
Miami, Florida 33175
idelsyevora@bellsouth.com
adreyteam@gmail.com

Hugo V. Alvarez, Esquire,
hugo.alvarez@csklegal.com
Cole, Scott & Kissane, P.A.
9150 South Dadeland Blvd.
Suite 1400
Miami, Florida 33156

Christopher V. Carlyle, B.C.S.
ccarlyle@appellatelawfirm.com
The Carlyle Appellate Law Firm
121 S. Orange Avenue, Ste. 1500
Orlando, Florida 32801
served@appellatelawfirm.com
psullivan@appellatelawfirm.com

/s/ Nicole Deese Newlon
Attorney

EXHIBIT A

Brynn Walker

From: Nicole Newlon
Sent: Wednesday, August 10, 2022 11:27 AM
To: adrey@bellsouth.net
Cc: ccarlyle@appellatelawfirm.com
Subject: Mira Holdings, et al. v. Celtic Enterprises, et al.

The Receiver for Celtic Enterprises has entered into a contract to sell the property at 143 Lansing Island Drive. As part of that process, the Receiver must submit the contract, including the net amount being provided to any and all investors of Celtic Enterprises, as part of the Receivership to the Court for the Middle District of Florida, Orlando Division, for approval. Additionally, the title company requires the payoff information for the mortgage and a release of the mortgage, the collateral assignment of leases, and a dismissal of the pending actions all in favor of your clients, Mira Holdings, et al., including the underlying action and the appellate proceeding.

No closing date has been set, as there remains one contingency on the buyers' side still in process, and again, as set forth above, the Court has to approve of the sale and the amount being provided to the investors. As part of that process, and to provide the title company what they need, we are asking that you provide a payoff statement for the mortgage. The payoff statement should indicate principal, interest, late fees, and attorneys' fees as part of that process, so that we can delineate to the Court what part of the amounts being demanded by your clients are for these various components of the total amount. The Court has final approval of the sale, and the disposition of the funds received.

If you have any questions, please advise.

NICOLE DEESE NEWLON

PARTNER | Johnson, Cassidy, Newlon & DeCort



Phone: 813.699.4858

Fax: 813.235.0462

Email: nnewlon@jclaw.com

Address: 2802 N. Howard Ave • Tampa, FL 33607

[Website](#) | [Bio](#) | [vCard](#)

EXHIBIT B

Brynn Walker

From: Nicole Newlon
Sent: Wednesday, August 24, 2022 2:17 PM
To: Chris Carlyle
Cc: Paula Sullivan
Subject: E: Mira Holdings, LLC, etc. v. Celtic Enterprises, LLC etc., Case 22-1673
Attachment: Mira Holdings, et al. v. Celtic Enterprises, et al.

I do not have an objection however, I emailed you and Mr. Rey about getting the amount due to Newlon paid off out of the proceeds of the sale. See the attached email. I had not heard anything with respect to my inquiry.

Nicole

Chris Carlyle [mailto:ccarlyle@appellatelawfirm.com]
Wednesday, August 24, 2022 2:32 PM
Nicole Newlon <nnewlon@jclaw.com>
Paula Sullivan <psullivan@appellatelawfirm.com>
Mira Holdings, LLC, etc. v. Celtic Enterprises, LLC etc., Case 5D22-1673



THE CARLYLE APPELLATE LAW FIRM
Practicing Appellate Litigation Throughout Florida

Nicole, our Amended Petition is due, but we have not been able to make much progress on it at this point. Will you agree to an additional 30 days?

Thank you,

Chris Carlyle

CHRISTOPHER V. CARLYLE, B.C.S.
Board Certified Appellate Specialist
407-377-6870

The Carlyle Appellate Law Firm
Orlando • Daytona Beach • Leesburg

AppellateLawFirm.com
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EXHIBIT C

Brynn Walker

From: Nicole Newlon
Sent: Thursday, October 13, 2022 2:17 PM
To: Emmanuel Erey
Subject: Voicemail

Mr. Erey,

I received your voicemail. I'm in trial through at least October 13, perhaps longer. You have been misinformed. First, there is no order that has been entered by the Court.

Second, Mr. Rey did receive a copy of the Notice, which we filed. See below.

Notice of Electronic Filing

The following transaction was entered by Newlon, Nicole on 9/2/2022 at 2:31 PM EDT and filed on 9/2/2022

Case Name: Securities and Exchange Commission v. Harbor City Capital Corp. et al
Case Number: [6:21-cv-006 4-CEM-DCI](#)
Filer: Katherine Donlon
Document Number: [111](#)

Docket Text:

Unopposed MOTION for Miscellaneous Relief, specifically to Approve Private Sale of Real Property -- 143 Lansing Island Drive, Indian Harbor Beach, Florida by Katherine Donlon. (Attachments: # (1) Exhibit 1, # (2) Exhibit 2, # (3) Exhibit 3, # (4) Exhibit 4, # (5) Exhibit 5)(Newlon, Nicole)

6:21-cv-00694-CEM-DCI Notice has been electronically mailed to:

Albert Domingo Rey adrey@bellsouth.net

Alise M. Johnson johnsonali@sec.gov, almontei@sec.gov, jacqmeinv@sec.gov, landaul@sec.gov, ordazm@sec.gov

Michael Lance Schuster schusterm@ballardspahr.com, blessingb@ballardspahr.com

Nicole Deese Newlon nnewlon@jclaw.com, bwalker@jclaw.com, mpatel@jclaw.com

The previously filed a Motion, and the Notice that was filed which Mr. Rey received, see above, was to let the Court know that we had not received a ruling. Mr. Rey also received a copy of the Motion, see below

Notice of Electronic Filing

The following transaction was entered by Newlon, Nicole on 10/5/2022 at 1:51 PM EDT and filed on 10/5/2022

Case Name: Securities and Exchange Commission v. Harbor City Capital Corp. et al
Case Number: [6:21-cv-006 4-CEM-DCI](#)
Filer: Katherine Donlon
Document Number: [112](#)

Docket Text:

NOTICE by Katherine Donlon re [111] Unopposed MOTION for Miscellaneous Relief, specifically to Approve Private Sale of Real Property -- 143 Lansing Island Drive, Indian Harbor Beach, Florida(Attachments: # (1) Affidavit of Publication)(Newlon, Nicole)

6:21-cv-00694-CEM-DCI Notice has been electronically mailed to:

Albert Domingo Rey adrey@bellsouth.net

Alise M. Johnson johnsonali@sec.gov, almontei@sec.gov, jacqmeinv@sec.gov, landaul@sec.gov, ordazm@sec.gov

Michael Lance Schuster schusterm@ballardspahr.com, blessingb@ballardspahr.com

Nicole Deese Newlon nnewlon@jclaw.com, bwalker@jclaw.com, mpatel@jclaw.com

Accordingly, Mr. Rey was copied on all filings, and there has been no order issued. You are welcome to intervene, but all procedures have been followed on including Mr. Rey in the electronic filing.

Nicole

NICOLE DEESE NEWLON

PARTNER | Johnson, Cassidy, Newlon & DeCort



Phone: 813.699.4858

Fax: 813.235.0462

Email: nnewlon@jclaw.com

Address: 2802 N. Howard Ave • Tampa, FL 33607

[Website](#) | [Bio](#) | [vCard](#)

EXHIBIT D

Brynn Walker

From: adrey@bellsouth.net
Sent: Thursday, October 1, 2022 12:12 M
To: Nicole Newlon
Cc: Emmanuel Perez delsyevora@bellsouth.net adreyteam@gmail.com
Subject: Capital Partners 2 v. Celtic Enterprises Payoff
Attachment: payoff101.pdf

Importance: High

Dear Ms. Newlon:

Attached is a payoff you requested. Please note that any order authorizing the sale must require payment in full of the Mortgage and cannot be free and clear of liens, unless the mortgage is exempted. You continue to send in motions and paperwork as unopposed without submitting to us first; please stop that practice.

Any correspondence/communication should also be addressed to Emmanuel Perez (Perez@lawperez.com), who co-counsel for Mira Holdings in the receivership action.

I await your reply!

Sincerely,
Albert D. Rey, Esquire
Board Certified Real Estate Attorney
For the Firm
Albert D. Rey, P.A.



Individual Member

EXHIBIT E

Brynn Walker

Subject: W: Celtic Enterprises, C

From: Sandi Toth <sandi@statetitlepartners.net>
Sent: Tuesday, January 31, 2023 1:53 PM
To: Nicole Newlon <nnewlon@jclaw.com>; Kacy Donlon <kdonlon@jclaw.com>; Sonia Ackley <sonia@statetitlepartners.net>
Cc: 'Gibbs Baum' <Gibbs@gibbsbaum.com>; Tom Stallard <tom@statetitle.net>
Subject: RE: Celtic Enterprises, LLC

Good Afternoon, Nicole,

I have heard back from our underwriting counsel concerning your e-mail and Order sent 1/30. Below is their response.

“I’ve discussed this with the appropriate parties and the requirements on the last commitment must still be cleared.” (Attached for your review)

“We do need the foreclosure case dismissed and the mortgage satisfied. The original order authorizing the sale did require that the mortgage be paid and satisfied at closing, and we still need that to be accomplished as well as the FCI be dismissed. “

Thanks,
Sandi Toth
State Title Partners
300 W. Fee Avenue
Melbourne, FL 32901
sandi@statetitlepartners.net
Ph: 321-728-3836 Fax: 321-725-5178

From: Nicole Newlon <nnewlon@jclaw.com>
Sent: Monday, January 30, 2023 2:58 PM
To: Sandi Toth <sandi@statetitlepartners.net>; Kacy Donlon <kdonlon@jclaw.com>; Sonia Ackley <sonia@statetitlepartners.net>
Cc: 'Gibbs Baum' <Gibbs@gibbsbaum.com>
Subject: RE: Celtic Enterprises, LLC

All,

We received the attached Order from the Court today with respect to the Property. See page 14-15 of the Order, wherein it directs that the Property be immediately sold free and clear of any liens and that the liens be transferred to the proceeds of the Property. I have been ordered to file a motion without delay if I need any clarification or some order for some specific relief. Accordingly, I need to know what you need to close this transaction, and give clear title to the buyer, where the liens on the property would instead transfer to the proceeds from the sale. We could hold those proceeds in trust, or you could, but I need to know what specifically you would need.

It might make sense for me to communicate directly with your counsel, if you have one, or anyone else that would have to give such authority. But I'm in a bit of a pickle and need to comply with this Order ASAP or explain why I have not.

Nicole

NICOLE DEESE NEWLON

PARTNER | Johnson, Cassidy, Newlon & DeCort

<image001.png> **Phone:** 813.699.4858

Fax: 813.235.0462

Email: nnewlon@jclaw.com

Address: 3242 Henderson Blvd, Suite 210
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

From: Sandi Toth <sandi@statetitlepartners.net>

Sent: Tuesday, November 29, 2022 9:16 AM

To: Kacy Donlon <kdonlon@jclaw.com>; Sonia Ackley <sonia@statetitlepartners.net>; Nicole Newlon <nnewlon@jclaw.com>

Cc: 'Gibbs Baum' <Gibbs@gibbsbaum.com>

Subject: RE: Celtic Enterprises, LLC

Okay great Thanks for the update Kacy.

Thanks,

Sandi Toth

State Title Partners

300 W. Fee Avenue

Melbourne, FL 32901

sandi@statetitlepartners.net

Ph: 321-728-3836 Fax: 321-725-5178

[ALTA Wire Fraud Video](#)

<image002.jpg>

<image003.jpg>

<image004.jpg>

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From: Kacy Donlon <kdonlon@jclaw.com>

Sent: Tuesday, November 29, 2022 9:12 AM

To: Sandi Toth <sandi@statetitlepartners.net>; Sonia Ackley <sonia@statetitlepartners.net>; Nicole Newlon <nnewlon@jclaw.com>

Cc: 'Gibbs Baum' <Gibbs@gibbsbaum.com>

Subject: RE: Celtic Enterprises, LLC

We're continuing to negotiate that with the lender. Also, we still do not have a completed inspection for the lender.

KATHERINE C. "KACY" DONLON

PARTNER | Johnson, Cassidy, Newlon & DeCort

<image005.png> **Direct:** 813.291.3300

Cell: 813.494.6806

Fax: 813.235.0462

Email: kdonlon@jclaw.com

Address: 3242 Henderson Blvd, Suite 210
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

Please note our new address

From: Sandi Toth <sandi@statetitlepartners.net>

Sent: Tuesday, November 29, 2022 9:10 AM

To: Kacy Donlon <kdonlon@jclaw.com>; Sonia Ackley <sonia@statetitlepartners.net>; Nicole Newlon <nnewlon@jclaw.com>

Cc: 'Gibbs Baum' <Gibbs@gibbsbaum.com>

Subject: RE: Celtic Enterprises, LLC

Good Morning Kacy,

I am following up on the status of receiving the updated payoffs for Celtic enterprises, LLC 143 Lansing Island Drive. Per our earlier conversation interest and attorney fees cannot be held in escrow this needs to be negotiated prior to closing final payoff to reflect total due.

Thanks,

Sandi Toth

State Title Partners

300 W. Fee Avenue
Melbourne, FL 32901

sandi@statetitlepartners.net

Ph: 321-728-3836 Fax: 321-725-5178

From: Kacy Donlon <kdonlon@jclaw.com>

Sent: Friday, October 28, 2022 7:26 PM

To: Sonia Ackley <sonia@statetitlepartners.net>; Nicole Newlon <nnewlon@jclaw.com>

Cc: Sandi Toth <sandi@statetitlepartners.net>; 'Gibbs Baum' <Gibbs@gibbsbaum.com>

Subject: RE: Celtic Enterprises, LLC

Attached is the payoff we have received. I think that we are going to dispute the interest and attorney's fees, so my thinking is that those amounts would be held in escrow until the federal court can make a determination on those items. Thoughts?

KATHERINE C. "KACY" DONLON

PARTNER | Johnson, Cassidy, Newlon & DeCort

<image006.png> **Direct:** 813.291.3300

Cell: 813.494.6806

Fax: 813.235.0462

Email: kdonlon@jclaw.com

Address: 3242 Henderson Blvd, Suite 210

Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

Please note our new address

From: Sonia Ackley <sonia@statetitlepartners.net>

Sent: Thursday, October 27, 2022 12:12 PM

To: Nicole Newlon <nnewlon@jclaw.com>
Cc: Kacy Donlon <kdonlon@jclaw.com>; Sandi Toth <sandi@statetitlepartners.net>
Subject: RE: Celtic Enterprises, LLC

Good afternoon

Just wanted to check in; we have our underwriting counsel reviewing the order that was emailed to us
By the realtor along with updating title with any additional/new requirements

Did you obtain the payoff on the existing mortgage that has the Lis Pendens as well?

Thanks and have a great day

Sonia L. Ackley

Licensed Title Agent

Colossians 3:23

State Title Partners, LLP
300 W. Fee Avenue, Ste. B
Melbourne, FL 32901
Phone: 321.728.3836 xt. 1006
Direct Phone: 321.985.5606
Office Fax: 321.725.5178
Direct Fax: 321.219.7606
[ALTA Wire Fraud Video](#)

<image007.png>

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From: Nicole Newlon <nnewlon@jclaw.com>
Sent: Thursday, August 11, 2022 1:22 PM
To: Sonia Ackley <sonia@statetitlepartners.net>
Cc: Kacy Donlon <kdonlon@jclaw.com>
Subject: FW: Celtic Enterprises, LLC

Sonia – this is the third one. One more. This is for the HOA lien.

From: chris martinlegal.net [<mailto:chris@martinlegal.net>]
Sent: Wednesday, August 10, 2022 7:30 PM
To: Nicole Newlon <nnewlon@jclaw.com>
Subject: Re: Celtic Enterprises, LLC

Please see attached.

Thank you,

Christopher Martin

Attorney/Realtor/Real Estate Broker

Martin Legal, PLLC

A1A Law & Real Estate, PLLC

1600 Sarno Rd., Suite 14

Melbourne, FL 32935

Tel: (321) 543-4374

<https://link.edgepilot.com/s/e8684fec/Lms1iwjym0K4Nq0cX07OOQ?u=http://www.a1abrevard.com/>

chris@martinlegal.net

From: Nicole Newlon <nnewlon@jclaw.com>

Sent: Wednesday, August 10, 2022 10:59 AM

To: chris martinlegal.net <chris@martinlegal.net>

Subject: RE: Celtic Enterprises, LLC

Chris,

The Receiver has entered into a contract to sell the property. There is no closing date set, yet, since the Receiver has to obtain all the relevant information and once compiled, submit that to the Court and obtain Court approval on the sale of the property. The issue is, however, that we need to know the payoff of the Assessment Lien entered in favor of the HOA and recorded on 4/13/22. Without a closing date I understand that makes it more difficult, so if you could provide a payoff statement, without a date certain, please advise.

If you need the date certain on the closing date, perhaps you could provide a payoff statement indicating the amount due, and then set forth the date as to when that would be due. For example, if the property closes on or before _____ then the amount due is \$_____. If it closes on or before (some time thereafter), then the amount due is \$_____.

I hope I'm being clear. Please let me know what you might need for me, so that we can submit this for approval to the Court and try to clear the title hurdles.

Thank you!

Nicole

NICOLE DEESE NEWLON

PARTNER | Johnson, Cassidy, Newlon & DeCort

<image008.png> **Phone:** 813.699.4858

Fax: 813.235.0462

Email: nnewlon@jclaw.com

Address: 2802 N. Howard Ave • Tampa, FL 33607

[Website](#) | [Bio](#) | [vCard](#)

From: chris martinlegal.net [<mailto:chris@martinlegal.net>]

Sent: Monday, May 09, 2022 4:25 PM

To: Nicole Newlon <nnewlon@jclaw.com>

Subject: Re: Celtic Enterprises, LLC

Hi Nicole.

I received your original email and have not taken any actions since then. The association and management company were not aware of the receivership, but are now. They will not interfere with anything you are doing. If you need anything else from me, just let me know.

Thank you,

Christopher Martin

Attorney/Realtor/Real Estate Broker

Martin Legal, PLLC

A1A Law & Real Estate, PLLC

1600 Sarno Rd., Suite 14

Melbourne, FL 32935

Tel: (321) 543-4374

<https://link.edgepilot.com/s/e8684fec/Lms1iwjym0K4Nq0cX07OOQ?u=http://www.a1abrevard.com/>

chris@martinlegal.net

From: Nicole Newlon <nnewlon@jclaw.com>
Sent: Monday, May 9, 2022 3:33 PM
To: chris martinlegal.net <chris@martinlegal.net>
Subject: FW: Celtic Enterprises, LLC

Mr. Martin,

I have not received any word from you since my email below. The house is close to selling, and upon its sale, the HOA will receive any monies they are due and owed. We would ask that the HOA not incur additional fees/expenses, given that the goal of a receivership is to marshal and distribute assets to affected investors, and the primary asset of this receivership is the home. Thus, if you can confirm you are not moving forward in any regard as it relates to this action and that you will wait for the distribution to be made at closing (we are close to a contract on the home), I would appreciate your assistance.

Nicole

From: Nicole Newlon
Sent: Wednesday, April 20, 2022 9:59 AM
To: chris@martinlegal.net
Subject: Celtic Enterprises, LLC

Mr. Martin,

I am in receipt of the correspondence you sent to Celtic Enterprises, LLC, on April 13, 2022.

In April 2021, the SEC sought a TRO against Celtic Enterprises, among others. That was granted. The following month, a preliminary injunction was entered. In November 2021, a Receiver was appointed by the Court. I represent the Receiver, Katherine Donlon. I have attached the relevant documents, including the Order, which makes clear that the Receiver stands in the shoes of the Receiverships entities, including Celtic, and that all proceedings involving the Receivership entities are stayed, including foreclosure and default proceedings. Please see paragraphs 26 and 27 of the Order.

Moreover, the Order makes clear that there exists an injunction against interference with the Receiver, which includes causing the execution or issuance of any subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership property. See paragraph 24 of the Order.

Accordingly, the Order prohibits any action by the HOA as it relates to the property at issue. While I understand your desire to move forward, the lender has also attempted to foreclose on the property and the state court yesterday entered a stay of those foreclosure proceedings, given the pendency of the Receivership and the Orders attached by the Middle District of Florida. My obligation is to provide you with a copy of the pertinent documents and to advise you that in light of the Order of the Middle District of Florida, any action by the HOA is prohibited.

The Receiver has listed the property for sale, and we have undertaken great efforts to clean-up the property and to have it sold. Upon the sale of the property, the HOA will receive the moneys it is owed.

If you have any questions, please do not hesitate to reach out.

NICOLE DEESE NEWLON

PARTNER | Johnson, Cassidy, Newlon & DeCort

<image008.png> **Phone:** 813.699.4858

Fax: 813.235.0462

Email: nnewlon@jclaw.com

Address: 2802 N. Howard Ave • Tampa, FL 33607

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EXHIBIT F

Brynn Walker

From: Alexis Read asr@alexisreadlaw.com
Sent: Wednesday, February 1, 2023 1:01 PM
To: Nicole Newlon
Cc: adrey@bellsouth.net Brynn Walker
Subject: E: Benworth EC v. Harbor City, et al.

Nicole:

We do not agree. You have no right to impair Benworth's mortgage lien or tie up its proceeds indefinitely. Nor do we agree to allow you, a partial party, to hold or possess those funds. If you want to challenge the validity, extent, priority, or amounts of Benworth's validly perfected, first priority mortgage lien, then you must file an appropriate lawsuit to adjudicate that.

We advised that Benworth will not issue a satisfaction of mortgage and we will seek recourse against the buyer and title company if you proceed.



Alexis Sophia Read, Esq.
Read Law PLLC
25 SE Second Ave, Suite 828
Miami, Florida 33131
T: (305) 209-2131
asr@alexisreadlaw.com | www.alexisreadlaw.com

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Nicole Newlon
Wednesday, February 1, 2023 1:01 PM
Alexis Read asr@alexisreadlaw.com
adrey@bellsouth.net Brynn Walker
Benworth EC v. Harbor City, et al.

Alexis,

I intend to file a Motion for Clarification today of the Court's order from January 11, 2023. The Court indicated that we had to file any other motions for clarification without delay, so we need to file today before the end of the day. In an effort to include a certification of good faith discussion, an attempt to do so is needed, a written request to let you know we are asking for the Court to reissue its prior order on the sale of the property to order that the property be sold free and clear of any liens, that the proceeds from the sale be held in a trust account sufficient to pay off

any liens, claims, or interests that do not object to the bill immediately, but that as for Ben Cort, et al. s claim, in addition to the debt and for fees and costs, that the bill to pay that until further order of the Court.

not that Ben Cort objects, is the entire subject of the Court's order, but want to be sure to follow it. It is essential that an adequate representation that did it, even if it seems futile or pointless. Effectively, as in for the Court to clarify or to proceed with the sale it as ordered us to a extent there are liens on the property. a e ro used a e anis for doin sot at a ain reiterates at t e Court ut in its order, and si ly need to no et er Ben Cort obe ts.

Thank you,

Michelle

NICOLE DEESE NEWLON

PARTNER | Johnson, Cassidy, Newlon & DeCort



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