

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.: 1:19-cv-02594-RM-SKC

UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,

Plaintiff,

v.

MEDIATRIX CAPITAL INC. *et al.*,

Defendants,

and

MEDIATRIX CAPITAL FUND LTD *et al.*,

Relief Defendants.

**MOTION OF RECEIVER FOR AN ORDER TO SHOW CAUSE WHY
DEFENDANT MICHAEL S. STEWART SHOULD NOT BE HELD IN CONTEMPT OF
COURT FOR FAILURE TO DELIVER THE REQUESTED RECEIVERSHIP
PROPERTY TO THE RECEIVER**

Mark B. Conlan, the Court-appointed substitute receiver (the “Receiver”), will and hereby does make this Motion for an Order to Show Cause Why Defendant Michael S. Stewart Should Not Be Held In Contempt of Court for Failure to Deliver The Requested Receivership Property to the Receiver (“Motion”).

BACKGROUND AND REQUESTED RELIEF

The Receiver brings this Motion because Mr. Stewart has willfully and intentionally failed to comply with this duty to cooperate under the express terms of the Receiver Order of this Court,

thereby frustrating and impeding the Receiver's ability to obtain control over necessary receivership assets (here, motor vehicle titles). Under the Receiver Order, the Court, finding it "necessary and appropriate for the purposes of marshaling and preserving all assets" of the receivership estate, empowered the Receiver to "use reasonable best efforts to determine the nature, location and value of all property interests of the [receivership estate]" and "[t]o take custody, control and possession of all Receivership Property and records relevant thereto." (ECF No. 153 at 1, 3-4.) Pursuant to this Order, the Receiver demanded Mr. Stewart deliver the motor vehicle titles to the Receiver, but Mr. Stewart has been purposefully nonresponsive, evasive, and unwilling to cooperate.

This Motion requests the Court order Mr. Stewart to appear and show cause why he should not be held in civil contempt for failing to deliver the requested receivership property to the Receiver pursuant to the Receiver Orders (ECF Nos. 153 & 284).

In support of the Motion, the Receiver shall rely upon the Memorandum of Law in support thereof, the concurrently filed Declaration of Mark B. Conlan (with **Exhibits A through K**), any opposition or reply thereto, and upon such further oral argument, testimony, and evidence as may be received, together with all pleadings and proceedings on file in this matter. Pursuant to D.C. Colo.LCivR 7.1(d), any party who opposes the Motion must file and serve upon all other parties a response not later than twenty-one (21) days after the date of service of the Motion. The Receiver may thereafter file a reply within fourteen (14) days after the date of service of the opposition response. All opposing papers shall comply with the requirements of D.C. Colo.LCivR 10.1. Oral argument is requested in the event opposition is timely filed and served. A Proposed Order is also submitted for the Court's consideration.

DUTY TO CONFER PURSUANT TO D.C. COLO. LCivR 7.1(a)

On May 4, 2022, counsel for the Receiver emailed *pro se* Defendant Michael S. Stewart and alerted him that the Receiver intended to move for an Order to show cause why Mr. Stewart should not be held in civil contempt of this Court for his failure to deliver the receivership property, as requested, to the Receiver. The Receiver sought to avoid the Order to Show Cause and to receive the requested receivership property (motor vehicle titles) from Mr. Stewart, to be held for the benefit of the receivership estate, but counsel for the Receiver has received no response.

Counsel for Defendant Michael Young and Relief Defendants Maria Young, West Beach LLC, Salve Regina Trust, TF Alliance, LLC, Casa Conejo LLC, and Hase Haus, LLC (collectively, the “Young Defendants”) advised the Receiver’s counsel on May 4, 2022 that the Young Defendants do not object to this Order to Show Cause.

Counsel for Defendants Mediatrix Capital Inc., Blue Isle Markets Inc., Blue Isle Markets Ltd. (collective, the “Entity Defendants”), Bryant E. Sewall, and Hanna Ohonkova Sewall advised the Receiver’s counsel on May 4, 2022 that the Entity Defendants, Bryant E. Sewall, and Hanna Ohonkova Sewall have no objection to this Order to Show Cause.

Counsel for the United States Securities and Exchange Commission (“SEC”) advised Receiver’s counsel on approximately May 4, 2022 that the SEC has no objection to this Order to Show Cause.

Counsel for the Receiver reached out to *pro se* Relief Defendant Victoria M. Stewart on May 4, 2022 but received no response.

Respectfully submitted,

Dated: May 24, 2022

GIBBONS P.C.

By: /s/ David N. Crapo
David N. Crapo, Esq.
One Gateway Center
Newark, NJ 07102
(973) 596-4500
dcrapo@gibbonslaw.com

Counsel to Mark B. Conlan, as Receiver

CERTIFICATE OF SERVICE

I hereby certify that on May 24, 2022, I caused the foregoing to be electronically filed by means of the CM/ECF system.

Further, I certify that a copy of the foregoing, together with the Memorandum of Law, Declaration of Mark B. Conlan (with exhibits), and the Proposed Order, were served on the same date, upon the following counsel of record via the Court's CM/ECF system and via email:

Mark L. Williams
U.S. SECURITIES & EXCHANGE COMMISSION
1961 Stout Street, Suite 1700
Denver, CO 80294-1961
williamsm@sec.gov

Attorneys for Plaintiff

Vivian Drohan
DROHAN LEE
680 Fifth Avenue, 10th Floor
New York, NY 10019
vdrohan@dlkny.com

Jeffrey R. Thomas
THOMAS LAW LLC
3773 Cherry Creek North Dr., Suite 600
Denver, CO 80209
jthomas@thomaslawllc.com

Attorneys for Defendants Mediatrix Capital Inc., Blue Isle Markets Inc., Blue Isle Markets Ltd., Bryant E. Sewall, and Hanna Ohonkova Sewall

Tracy Ashmore
ROBINSON WATERS & O'DORISIO, P.C.
1099 18thSt., Ste 2600
Denver, CO 80202
tashmore@rwolaw.com

Attorney for Defendant Michael S. Young, Maria C. Young, Salve Regina Trust, West Beach LLC, TF Alliance LLC, Hase Haus LLC, and Casa Conejo LLC

Michael S. Stewart (Pro Se)
32531 N. Scottsdale Road
Scottsdale, Arizona 85266
defender1989@protonmail.com

Victoria M. Stewart (Pro Se)
32531 N. Scottsdale Road
Scottsdale, Arizona 85266
vstewart1989@gmail.com

Further, I certify that a copy of the foregoing was served on the same date upon the following non-CM/ECF participant by regular U.S. Mail: Aaron Stewart, 23800 North 73rd Place, Scottsdale, AZ 85255.

/s/ David N. Crapo
David N. Crapo, Esq.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

UNITED STATES SECURITIES
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Defendants,

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MEDIATRIX CAPITAL FUND LTD et al.,

Relief Defendants.

Civil Action No.: 1:19-cv-02594-RM-SKC

**MEMORANDUM OF LAW IN SUPPORT OF MOTION OF RECEIVER
FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT MICHAEL S. STEWART
SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR FAILURE TO DELIVER
THE REQUESTED RECEIVERSHIP PROPERTY TO THE RECEIVER**

David N. Crapo, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102-5310
(973) 596-4500
dcrapo@gibbonslaw.com

Dated: May 24, 2022

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Receiver Mark B. Conlan (“Receiver”) submits this Memorandum of Law and accompanying Declaration in support of his Order to Show Cause Why Defendant Michael S. Stewart (“Mr. Stewart”) Should Not Be Held In Contempt of Court for Failure to Deliver the Requested Receivership Property to the Receiver.

PRELIMINARY STATEMENT

On October 20, 2021, this Court granted Plaintiff United States Securities and Exchange Commission’s (“SEC”) Unopposed Motion for Appointment of a Substitute Receiver (ECF No. 283), requesting an Order substituting Mark B. Conlan of Gibbons P.C. as Receiver in this case, to function under the terms and conditions of the existing Order Appointing Receiver (ECF No. 153) (the “Receiver Order”) over the assets of Defendants: Michael A. Young, Michael S. Stewart, and Bryant E. Sewall (the “Individual Defendants”); and Mediatrix Capital Inc., Blue Isle Markets Inc., and Blue Isle Markets Ltd. (the “Entity Defendants,” and together with the Individual Defendants, the “Receivership Defendants”); and over the recoverable assets of Relief Defendants Mediatrix Capital Fund Ltd., Island Technologies LLC, West Beach LLC, Salve Regina Trust, TF Alliance, LLC, Casa Conejo LLC, Hase Haus, LLC, DCC Islands Foundation, Keystone Business Trust, Weinzell, LLC, The 1989 Foundation, Mediatrix Capital PR LLC, Mediatrix Capital, LLC, Blue Isle Markets Inc. (Cayman Islands), Victoria M. Stewart, Maria C. Young, and Hanna Ohonkova Sewall (collectively, the “Receivership Relief Defendants”). Receiver, by counsel, and pursuant to Federal Rule of Civil Procedure 70(e), D.C. Colo.LCivR 72.1(b)(7), and the Receiver Order, hereby moves this Court for an Order requiring Mr. Stewart to show cause why he should not be held in civil contempt for his failure to deliver the requested receivership property to the Receiver. Mr. Stewart’s repeated failures to respond to the Receiver’s written demands that Mr.

Stewart deliver certain motor vehicle titles to the Receiver demonstrates, together with Mr. Stewart's corresponding purposefully nonsensical responses, a pattern of willful disregard for the Receiver's and the Court's authority.

This motion is necessary because Mr. Stewart has willfully and intentionally failed to comply with his duty to cooperate under the express terms of the Receiver Order of this Court, thereby frustrating and impeding the Receiver's ability to obtain control over necessary receivership assets (here, motor vehicle titles). Under the Receiver Order, the Court, finding it "necessary and appropriate for the purposes of marshaling and preserving all assets" of the receivership estate, empowered the Receiver to "use reasonable best efforts to determine the nature, location and value of all property interests of the [receivership estate]" and "[t]o take custody, control and possession of all Receivership Property and records relevant thereto." (ECF No. 153 at 1, 3-4.) Pursuant to this Order, the Receiver demanded Mr. Stewart deliver the motor vehicle titles to the Receiver, but Mr. Stewart has, for all intents and purposes, been purposefully nonresponsive, evasive, and unwilling to comply.

In fact, Mr. Stewart, as an Individual Defendant in this case, *must* relinquish control over the referenced motor vehicle titles. (*See* Receiver Order, ECF No. 153 ¶ 14(d) ("Receivership Defendants . . . shall . . . [c]ooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver."), ¶ 22 ("The Receivership Defendants . . . shall cooperate with and assist the Receiver in the performance of his duties.").) Because of his failure to deliver the titles, Mr. Stewart has obstructively prejudiced the Receiver's ability to "marshal and preserve" receivership property. For these reasons, the Court should issue an Order requiring Mr. Stewart to show cause why he should not be held in civil contempt for his

failure to deliver the demanded receivership property to the receivership estate, and should compel Mr. Stewart to produce the requested motor vehicle titles.

BACKGROUND

In the complaint commencing this action (ECF No. 1) (the “Complaint”), the SEC alleged that the Receivership Defendants herein operated a fraudulent investment scheme and concluded that the Receivership Defendants made Ponzi-like payments to investors seeking redemption, whereby the Receivership Defendants disguised other investors’ monies as trading profits, in the face of staggering losses, to maintain the façade of a profitable enterprise.

The SEC alleged that beginning March 2016, the Receivership Defendants obtained investors’ funds by repeatedly misrepresenting the success of their allegedly highly profitable algorithmic trading strategy. They also falsified investors’ account statements and manipulated trading results to reflect phantom profits rather than the actual losses suffered. And the Receivership Defendants made Ponzi-like payments to investors who opted to cash out their “profits”—all in order to cast a smokescreen of profitable trading. The SEC’s and Receiver’s investigations have revealed that many investors, after receiving the account statements reflecting phantom profits from the Entity Defendant-run “Funds,”¹ opted to leave their money invested with the Funds, some have invested additional monies with the Funds, and other investors received back more than the dollar amount they invested (the subject of a separate motion before this Court).

¹ The “Funds” include both the Managed Account Foreign Exchange Fund and the Mediatrix Capital Fund Ltd. (See ECF No. 1 ¶¶ 43-44.) Unbeknownst to investors, according to the SEC’s Complaint, the Receivership Defendants pooled all monies from these Funds and transferred large portions (those portions that were not immediately misappropriated and diverted to the Individual Defendants themselves) into further pooled accounts at prime brokerage firms.

The Receivership Defendants' investors were promised returns based on the value of their investments, which was not an accurate representation of the true value of their investments. Although the Funds' falsified statements generally showed consistent profits, after May 2016, the Funds never actually attained an aggregate profit. Indeed, from March 2016 through April 2019, the Funds incurred approximately \$19 million in aggregate trading losses.

The Receiver must preserve assets available to the receivership estate to the maximum degree possible. The Receiver Order, moreover, grants the Receiver legal authority over the assets and recoverable assets of the Receivership Defendants and the Receivership Relief Defendants. (ECF No. 153.) To that end, on March 21, 2022, the Receiver's counsel demanded in writing that Mr. Stewart deliver title documents for specifically referenced vehicles in the possession, custody, or control of Mr. Stewart. (*See* Demand Letter, attached to the Declaration of Mark B. Conlan ("Conlan Decl.") as **Exhibit A**.) Mr. Stewart responded with a series of nonsensical letters "request[ing] discharge" because he is "a sentient moral being." (*See* Response Letters, Conlan Decl., **Exhibits B** through **D**.) The Response Letters states "Please respond within three (3) days from the date you receive this NON-NEGOTIABLE NOTICE OF ACCEPTANCE. Dishonor may result if you fail to respond." (*Id.*; *see also* ECF No. 299 (Notice of and Repentance of Sins for Cause by Defendant Michael S. Stewart.)) Following Mr. Stewart's failure to deliver the originally requested titles, the Receiver followed up with Mr. Stewart via email, reattaching the Demand Letter and demanding delivery of the referenced motor vehicle titles, including nine additional motor vehicle titles in Mr. Stewart's possession, custody, or control. (*See* Follow-Up Email, Conlan Decl., **Exhibit E**.) Rather than "cooperate with and assist the Receiver," as Mr. Stewart is required to do under the Receiver Order (*see* ECF No. 153 ¶¶ 14(D) & 22), Mr. Stewart sent the

Receiver a letter stating that the Receiver’s Demand Letter “has been dishonored.” (*See* Notice of Discharge, Conlan Decl., **Exhibits F through I.**)

At end, Mr. Stewart has not delivered the requested titles and, based on Mr. Stewart’s senseless “sentient moral being” responses and his Notice of and Repentance of Sins for Cause to the Court (ECF No. 299), the Receiver has good cause to believe that Mr. Stewart will continue to flout the Receiver’s Court-appointed authority to preserve receivership assets.

ARGUMENT

I. THE COURT SHOULD ISSUE AN ORDER REQUIRING MR. STEWART TO SHOW CAUSE WHY HE SHOULD NOT BE HELD IN CONTEMPT OF THIS COURT

Mr. Stewart’s continued failure to comply with the Receiver Order by failing to deliver the motor vehicle titles to the Receiver warrants a contempt sanction by the Court. Courts generally have “the inherent authority ‘to manage their own affairs,’ including ‘[t]he power to punish for contempts.’” *United States v. Rapower-3, LLC*, 470 F. Supp. 3d 1232, 1248-49 (D. Utah 2020) (quoting *Chambers v. NASCO, Inc.*, 501 U.S. 32, 43-44 (1991)); *see also Elec. Workers Pension Tr. Fund v. Gary’s Elec. Serv. Co.*, 340 F.3d 373, 379, 385 (6th Cir. 2003); *Shakman v. Democratic Org. of Cook Cty.*, 533 F.2d 344, 348-49 (7th Cir. 1976); *Chicago Truck Drivers v. Bhd. Labor Leasing*, 207 F.3d 500, 505 (8th Cir. 2000); *United States v. Asay*, 614 F.2d 655, 659 (9th Cir. 1980). In *Rapower*, the court noted that civil contempt sanctions may be used to either “coerce the defendant into compliance with the court’s order” or “to compensate the complainant for losses sustained.” 470 F. Supp. 3d at 1249. There, the receiver brought civil contempt proceedings for the defendants’ failures to turn over receivership assets to the receiver. *Id.* at 1242. The court found the defendants in contempt, ordered them to deliver the financial documents requested by

the receiver, and sanctioned the defendants by ordering payment from the defendants “to pay the attorney’s fees for the efforts by the United States and the Receiver to enforce the Corrected Receivership Order.” *Id.* at 1255-56.

Mr. Stewart has likewise engaged in an odd pattern of behavior regarding his request that the Court grant him repentance of his “sins” and requesting the Receiver “discharge” him from delivering the motor vehicles titles, as he is a “sentient moral being.” (ECF No. 299; Ex. B.) Both correspondences consist of unintelligible gibberish. (*See, e.g.*, Juan Ornelas Order, attached hereto as **Exhibit J** (finding in response to similar submissions that “all requests for relief embedded in” “frivolous, irrational, unintelligible UCC-related arguments” related to a defendant’s “Non-Negotiable Notice of Acceptance’ are hereby denied”); *see also* Report and Recommendation Order, attached hereto as **Exhibit K** (finding an identical “Non-Negotiable Notice of Acceptance” and follow-up “Notice of Dishonor” to be “vacuous and without effect,” and recommending the Receiver’s motion for judgment on the pleadings be accordingly granted).)

Furthermore, Mr. Stewart has already been made aware by the SEC of his violations of this Court’s asset freeze Orders, as he (and others) transferred certain receivership property out of the receivership estate, which has still not yet been located and may be lost forever. (ECF No. 137.) The prior receiver similarly found, in his *Third Quarterly Report*, that Mr. Stewart violated this Court’s asset freeze Orders, diverting (still-unrecovered) receivership assets out of the receivership estate. (ECF No. 262 at 4 (recovering, though, the net proceeds from two properties).) At this point, the Receiver and this Court can reasonably assume that Mr. Stewart will continue to snub his nose at any Court directive; and that Mr. Stewart’s “frivolous, irrational, and unintelligible” communications (*see* Ex. J) are part of his gamesmanship in refusing to comply with the Receiver

taking custody, control, and possession of various motor vehicles in the possession, custody, or control of Mr. Stewart. The failure of Mr. Stewart to actually respond in any substance whatsoever to the vehicle title demands is a direct violation of the Receiver Order and has prejudiced the Receiver's ability to marshal and protect identified receivership assets.

With this motion, the Receiver has met his burden to show by clear and convincing evidence that in failing to deliver the requested motor vehicle titles (receivership property) to the Receiver, Mr. Stewart has violated a specific and definite Order of this Court (the Receiver Order). The Court should accordingly issue an Order requiring Mr. Stewart to show cause why he should not be held in civil contempt of this Court for his willful disobedience of the Receiver Order and should order Mr. Stewart to deliver the requested motor vehicle titles.

II. THE COURT SHOULD REQUIRE MR. STEWART TO PAY THE RECEIVER'S COSTS AND ATTORNEYS' FEES INCURRED AS A RESULT OF HIS CONTEMPT OF COURT

Mr. Stewart should be required to reimburse the Receiver for his costs and attorneys' fees incurred for Mr. Stewart's willful failure to respond appropriately to the Receiver's Demand Letter, prompting this order-to-show-cause contempt motion.

It is well-settled Tenth Circuit law that the Court may order an award of costs and attorneys' fees for pursuing valid civil contempt proceedings. *See In re Aramark Sports & Entm't Servs., LLC*, 725 F. Supp. 2d 1309, 1316 (D. Utah 2010) (citing *John Zink Co. v. Zink*, 241 F.3d 1256 1261-62 (10th Cir. 2001)). To prevail on his civil contempt motion, the Receiver only needs to show: (1) "that a valid court order existed"; (2) "that the defendant had knowledge of the order"; and (3) "that the defendant disobeyed the order." *Id.* (citing *Reliance Ins. Co. v. Mast Const. Co.*, 159 F.3d 1311, 1315 (10th Cir. 1998)). Indeed: (1) multiple valid and unappealed court orders

exist (ECF Nos. 153 & 284); (2) Mr. Stewart was made aware of the duty to comply with court orders from his prior counsel (ECF No. 306, ¶ 5), from his current status as a *pro se* litigant, and within the Demand Letter itself (*see* Ex. A); and (3) Mr. Stewart has not delivered the motor vehicle titles to the receivership estate, *i.e.*, he has disobeyed the court orders.

Under Tenth Circuit law, then, the Court has discretion to impose costs (including attorneys' fees), sanctions, and other financial or remedial penalties upon Mr. Stewart for his failure to respond to a duly issued Demand Letter given his knowledge of the Receiver Order and his non-compliance with the Order. *See id.* (adding that "finding of willfulness is not required to award attorney fees in a civil contempt proceeding" (quoting *Zink*, 241 F.3d at 1261)); *see also Commodity Futures Trading Comm'n v. Lake Shore Asset Mgmt. Ltd.*, 2007 WL 4591005, at *3 (N.D. Ill. Dec. 21, 2007) (awarding costs and attorneys' fees to receiver, and imposing a "fine" on the defendant); *SEC v. Homa*, 2004 WL 1093492, at *6 (N.D. Ill. May 13, 2004) ("The state of mind of a party . . . is irrelevant in a civil contempt proceeding."); *In re C.W. Mining Co.*, 625 F.3d 1240, 1247 (10th Cir. 2010) (affirming award of "attorneys' fees for the cost of pursuing the contempt motion"). And, more specifically, this Court has warned that: "Michael Stewart and Victoria Stewart are reminded that they are responsible for complying with all court orders and time limitations established by applicable statutes and rules. **Failure to comply may result in sanctions.**" (ECF No. 308 (emphasis added); *see also* ECF No. 311 (sending the Court "several documents and copies entitled 'Non-Negotiable Notice of Acceptance,' which the Court "sent back to the Stewart Defendants by mail"); ECF No. 326 (same).) Here, the Receiver has incurred costs and attorneys' fees in drafting and submitting this motion due to Mr. Stewart's failure to deliver the motor vehicle titles to the Receiver. Pursuant to its legal authority, the Court should

order Mr. Stewart pay the Receiver's attorneys' fees and costs incurred as a result of Mr. Stewart's contemptuous conduct.

CONCLUSION

For the foregoing reasons, this Court should grant the Receiver's motion for an Order to show cause why Mr. Stewart should not be held in civil contempt, ordering Mr. Stewart to deliver the motor vehicle titles identified and demanded in the Demand Letter and Follow-Up Email, ordering Mr. Stewart to pay the Receiver's reasonable expenses, including attorneys' fees caused by his failure to comply, directing Mr. Stewart to cooperate with the Receiver's lawful requests, cease and desist sending unintelligible responses, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

Dated: May 24, 2022

GIBBONS P.C.

By: /s/ David N. Crapo

David N. Crapo, Esq.

One Gateway Center

Newark, NJ 07102

(973) 596-4500

dcrapo@gibbonslaw.com

Counsel to Mark B. Conlan, as Receiver

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Defendants,

and

MEDIATRIX CAPITAL FUND LTD *et al.*,

Relief Defendants.

**DECLARATION OF MARK B. CONLAN IN SUPPORT OF MOTION OF RECEIVER
FOR AN ORDER TO SHOW CAUSE WHY DEFENDANT MICHAEL S. STEWART
SHOULD NOT BE HELD IN CONTEMPT OF COURT FOR FAILURE TO DELIVER
THE REQUESTED RECEIVERSHIP PROPERTY TO THE RECEIVER**

I, **Mark B. Conlan**, declare and state:

1. I was appointed Receiver by this Court over the Receivership Assets¹ of Defendants: Michael A. Young, Michael S. Stewart, and Bryant E. Sewall (the “Individual Defendants”); and Mediatrix Capital Inc., Blue Isle Markets Inc., and Blue Isle Markets Ltd. (the

¹ Capitalized terms not defined herein have the meaning ascribed to such terms in the Order Appointing Receiver, ECF No. 153.

“Entity Defendants,” and together with the Individual Defendants, the “Receivership Defendants”); and over the Recoverable Assets of Relief Defendants Mediatrix Capital Fund Ltd., Island Technologies LLC, West Beach LLC, Salve Regina Trust, TF Alliance, LLC, Casa Conejo LLC, Hase Haus, LLC, DCC Islands Foundation, Keystone Business Trust, Weinzell, LLC, The 1989 Foundation, Mediatrix Capital PR LLC, Mediatrix Capital, LLC, Blue Isle Markets Inc. (Cayman Islands), Victoria M. Stewart, Maria C. Young, and Hanna Ohonkova Sewall (collectively, the “Receivership Relief Defendants”). This receivership estate excludes jurisdiction over those assets previously excluded from the asset freeze. (*See* ECF Nos. 101 & 103 (“permitting the individual defendants to open separate bank accounts that will remain unfrozen for current living expenses”).)

2. I submit this Declaration in support of the Motion of Receiver for an Order to Show Cause Why Defendant Michael S. Stewart Should Not Be Held in Contempt of Court for Failure to Deliver the Requested Receivership Property to the Receiver.

3. I have personal knowledge of the facts set forth in this Declaration and, if called to testify, could testify competently thereto.

4. Pursuant to the existing Order Appointing Receiver (ECF No. 153) and the Court’s Order Appointing a Substitute Receiver (ECF No. 284), I have been given the full powers of an equity receiver over all funds, property, and assets belonging to, being managed by, or in the possession or control of the Receivership Defendants and/or the Receivership Relief Defendants, and to sue, collect, and take into possession all such property. I am also authorized to make agreements as may be necessary and advisable in discharging my duties as Receiver.

5. As part of my duties and investigation, I have discovered that Mr. Stewart is in possession of receivership assets, namely multiple motor vehicle titles, which titles belong (as receivership assets) to the receivership estate.

6. Attached hereto as **Exhibit A** is a true and correct copy of the “Demand Letter” sent by my counsel, David N. Crapo, Esq., to Mr. Stewart, by letter dated March 21, 2022, demanding he deliver to me the specifically referenced motor vehicle titles held by Mr. Stewart—i.e., receivership assets belonging to the receivership estate, over which I am empowered, and required, to “marshal and protect” and thus to take into my possession, custody, and control for the benefit of the receivership estate.

7. The Demand Letter notes that, pursuant to ECF No. 153, Mr. Stewart’s “cooperation is required by the Court’s Order and is expected within ten (10) days of today.”

8. Attached hereto as **Exhibit B** is a true and correct copy of Mr. Stewart’s “Response Letter” to me, dated March 31, 2022, entitled “Non-Negotiable Notice of Acceptance,” sent in response to my Demand Letter.

9. Attached hereto as **Exhibit C** is a true and correct copy of Mr. Stewart’s additional “Response Letter” to me, dated April 12, 2022, entitled “Non-Negotiable Notice of Acceptance,” sent in response to my Demand Letter.

10. Attached hereto as **Exhibit D** is a true and correct copy of Mr. Stewart’s second additional “Response Letter” to me, dated April 12, 2022, entitled “Non-Negotiable Notice of Acceptance,” sent in response to my Follow-Up Email (defined below)

11. Attached hereto as **Exhibit E** is a true and correct copy of the “Follow-Up Email” sent by me to Mr. Stewart, by email dated March 28, 2022, 5:50 PM, reiterating my demand to

Mr. Stewart that he produce the referenced motor vehicle titles or, alternatively, “[i]f any of these vehicles are no longer in [his] possession, custody or control, please explain in detail what happened to them.”

12. Attached hereto as **Exhibit F** is a true and correct copy of Mr. Stewart’s “Notice of Dishonor” to me, dated April 15, 2022, sent in response to my Demand Letter, notifying me that my Demand Letter “has been dishonored.”

13. Attached hereto as **Exhibit G** is a true and correct copy of Mr. Stewart’s additional “Notice of Dishonor” to me, dated April 29, 2022, sent in response to my March 21, 2022 Demand Letter, notifying me that my Demand Letter “has been dishonored.”

14. Attached hereto as **Exhibit H** is a true and correct copy of Mr. Stewart’s “Notice of Dishonor” to me, dated April 29, 2022, sent in response to my March 28, 2022 Follow-Up Email, notifying me that my motor vehicle title demands therein have “been dishonored.”

15. Attached hereto as **Exhibit I** is a true and correct copy of Mr. Stewart’s duplicate “Notice of Dishonor” to me, dated April 29, 2022, sent in response to my March 28, 2022 Follow-Up Email, notifying me that my motor vehicle title demands therein have “been dishonored.”

16. Attached hereto as **Exhibit J** is a true and correct copy of the Order in *United States v. Juan Ornelas*, No. 1:05-cr-00321-WS-C (S.D. Ala.), wherein the court denied any relief in connection with the defendant’s similar notices (“Notice of and Explicit Reservation of All Rights” and “Non-Negotiable Notice of Acceptance,” describing himself as a “sentient, moral being”), which the court characterized as “unintelligible gibberish.” The court additionally found such notices to be “frivolous, irrational, unintelligible UCC-related arguments,” which shared no nexus with the district court action.

17. Attached hereto as **Exhibit K** is a true and correct copy of Magistrate Judge Paul M. Marner’s Report and Recommendation that the District of Utah grant the Receiver’s motion for judgment on the pleadings, wherein the defendant responded to the receiver with a “Non-Negotiable Notice of Acceptance” and followed up with a “Notice of Dishonor,” in the case entitled *Klein v. Patterson*, No. 2:11-cv-723-CW-PMW (D. Utah).

18. Mr. Stewart has similarly here responded to me with a “Non-Negotiable Notice of Acceptance,” describing himself as “a sentient moral being” (Exhibits B through D); has similarly followed up with a “Notice of Dishonor” (Exhibits F through I); and has similarly filed unintelligible gibberish on this Court’s docket regarding “Notice of and Repentance of Sins for Cause by Defendant Michael S. Stewart” (ECF No. 299). These various submissions appear to use language from Article 3 of the Uniform Commercial Code—which has no application to this case.

19. To date, Mr. Stewart has not delivered the demanded motor vehicle titles, nor has he even responded in substance to my lawful demands.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 24, 2022, at Newark, New Jersey 07102.

/s/ Mark B. Conlan
Mark B. Conlan
Receiver

EXHIBIT A



David N. Crapo
Counsel

Gibbons P.C.
One Gateway Center
Newark, NJ 07102-5310
Direct: 973-596-4523 Fax: 973-639-6244
dcrapo@gibbonslaw.com

March 21, 2022

CERTIFIED MAIL, RRR and REGULAR MAIL

Mr. Michael S. Stewart
32531 N. Scottsdale Road
Scottsdale, Arizona 85266

**Re: *U.S. Securities and Exchange Commission v.
Mediatrix Capital Inc., et al.,
Civil No. 1:19-cv-02594 (RM) (D. CO)***

Dear Mr. Stewart:

As you may know, this firm is counsel to Mark B. Conlan, Esq., the Court appointed federal equity receiver pursuant to 28 U.S.C. §§ 754, 959 and 1692 and FED. R. CIV. P. 66. in the above captioned civil action which is pending in the United States District Court for the District of Colorado (“Civil Action”). By the District Court’s Order Appointing Receiver dated September 11, 2020 (“Order”), Brick Kane was appointed the Receiver. Following Mr. Kane’s passing, Mr. Conlan was appointed as substitute Receiver by the District Court’s Order dated October 20, 2021, and succeeds to all of the Receiver’s powers and authority under the Order.

We have been advised by counsel for Messrs. Sewall and Young that you kept all paperwork for Mediatrix Capital. According to the Sworn Accounting filed with the District Court [ECF No. 28-3], Mediatrix Capital held title to the following vehicles:

- 2018 BMW X3
- 2015 BMW X5
- 2014 Jeep Wrangler
- 2014 Sea Vee 38’ Boat

In the Sworn Accounting submitted by you and your wife [ECF No. 28-2], you identified the following vehicles titled to Sandy Toes LLC and the Keystone Business Trust:

- 2018 Chevrolet Tahoe
- 2016 Jeep Wrangler
- 2018 Range Rover

GIBBONS P.C.

Mr. Michael S. Stewart
March 21, 2021
Page 2

Demand is hereby made for the delivery of all title documents for each of the above-referenced vehicles. I have enclosed a self-addressed FedEx envelope for that purpose.

To the extent that you have information regarding the location of each of the above-referenced vehicles, please include it in your response.

Your cooperation is required by the Court's Order and is expected within ten (10) days of today.

Very truly yours,



David N. Crapo
Counsel

ggb
Enclosure

cc: Vivian Rivera-Drohan, Esq. *(via email)*
Mark B. Conlan, Esq.

EXHIBIT B

NON-NEGOTIABLE NOTICE OF ACCEPTANCE

Notice Date: Day: Thirty-one

Month: Three

Year: 2022 CE

Jeffrey P. Colwell, Esq. Clerk of Court
United States District Court
District of Colorado
901 19th Street A105
Denver, Colorado 80294-3589



In reply to: "GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 **CERTIFIED MAIL, RRR, and REGULAR MAIL Re: U.S. Securities and Exchange Commission v. Mediatrx Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)** gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel"

PLEASE TAKE NOTICE that I, Michael Shawn Stewart, a sentient moral being and that I, Victoria Marie Stewart, a sentient moral being, accept your Presentment "GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 **CERTIFIED MAIL, RRR, and REGULAR MAIL Re: U.S. Securities and Exchange Commission v. Mediatrx Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)** gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel" and return your offer herein attached to you. I indicate my acceptance of your offer by my signature and date.

- I do not argue the facts, jurisdiction, law, or venue;
- I request you issue me the Appearance Bond and waive all Public costs.
- I request you close the Account and issue the Order of the Court to me immediately.
- I request you adjust and set-off all Public Charges by the exemption in accord with Public Policy
- I request discharge.

Please respond within three (3) days from the date you receive this NON-NEGOTIABLE NOTICE OF ACCEPTANCE. Dishonor may result if you fail to respond.

Sincerely,

Michael Shawn Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona

Sincerely,

Victoria Marie Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona

Attachment: "GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 **CERTIFIED MAIL, RRR, and REGULAR MAIL Re: U.S. Securities and Exchange Commission v. Mediatrx Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)** gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel"

cc: Judge Raymond P. Moore 901 19th Street A641 Denver, Colorado 80294-3589
cc: Judge S. Kato Crews 901 19th Street C250 Denver, Colorado 80294-3589
cc: Mark L. Williams 1961 Stout Street Ste 1700 Denver, Colorado 80294
cc: Gibbons P.C. David N. Crapo One Gateway Center Newark, New Jersey 07102-5310
cc: Gibbons P.C. Mark B. Conlan One Gateway Center Newark New Jersey 07102-5310

Michael Shawn Stewart
Victoria Marie Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona

DENVER CO 802
31 MAR 2022 PM 5 L



Gibbons P.C. Mark B. Conlan
One Gateway Center
Newark New Jersey 07102-5310

07102-532175

EXHIBIT C

NON-NEGOTIABLE NOTICE OF ACCEPTANCE

Notice Date: Day: Twelve

Month: Four

Year: 2022 CE

Jeffrey P. Colwell, Esq. Clerk of Court
United States District Court
District of Colorado
901 19th Street A105
Denver, Colorado 80294-3589



COPY

In reply to: "GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 **CERTIFIED MAIL, RRR, and REGULAR MAIL Re: U.S. Securities and Exchange Commission v. Mediatrix Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)** gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel"

PLEASE TAKE NOTICE that I, Michael Shawn Stewart, a sentient moral being and that I, Victoria Marie Stewart, a sentient moral being, accept your Presentment "GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 **CERTIFIED MAIL, RRR, and REGULAR MAIL Re: U.S. Securities and Exchange Commission v. Mediatrix Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)** gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel" and return your offer herein attached to you. I indicate my acceptance of your offer by my signature and date.

- I do not argue the facts, jurisdiction, law, or venue;
- I request you issue me the Appearance Bond and waive all Public costs.
- I request you close the Account and issue the Order of the Court to me immediately.
- I request you adjust and set-off all Public Charges by the exemption in accord with Public Policy
- I request discharge.

Please respond within three (3) days from the date you receive this NON-NEGOTIABLE NOTICE OF ACCEPTANCE. Dishonor may result if you fail to respond.

Sincerely,

Michael Shawn Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona

Sincerely,

Victoria Marie Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona

Attachment: "GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 **CERTIFIED MAIL, RRR, and REGULAR MAIL Re: U.S. Securities and Exchange Commission v. Mediatrix Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)** gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel"

cc: Judge Raymond P. Moore 901 19th Street A641 Denver, Colorado 80294-3589
cc: Judge S. Kato Crews 901 19th Street C250 Denver, Colorado 80294-3589
cc: Mark L. Williams 1961 Stout Street Ste 1700 Denver, Colorado 80294
cc: Gibbons P.C. David N. Crapo One Gateway Center Newark, New Jersey 07102-5310
cc: Gibbons P.C. Mark B. Conlan One Gateway Center Newark New Jersey 07102-5310

Michael Shawn Stewart
Victoria Marie Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona

DENVER CO 802
12 APR 2022 PM 7 L



Gibbons P.C. Mark B. Conlan
One Gateway Center
Newark, New Jersey 07102-5310

07102-532175

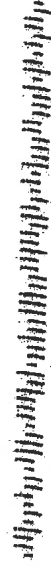


EXHIBIT D



NON-NEGOTIABLE NOTICE OF ACCEPTANCE

Notice Date: Day: Twelve

Month: Four

Year: 2022 CE

Jeffrey P. Colwell, Esq. Clerk of Court
United States District Court
District of Colorado
901 19th Street A105
Denver, Colorado 80294-3589

In reply to: "Subject: FW: SEC v Mediatrix Capital, Inc., Case No. 19-cv-2594 Attachments: March 21.2021 Letter to Michael Stewart.pdf From: Conlan, Mark Sent: Monday, March 28, 2022 5:50 PM 1, MARK CONLAN | Director Financial Restructuring & Creditor's Rights Group Gibbons P.C. | One Gateway Center | Newark, NJ 07102-5310 2, GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 CERTIFIED MAIL, RRR, and REGULAR MAIL Re: *U.S. Securities and Exchange Commission v. Mediatrix Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)* gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel"

PLEASE TAKE NOTICE that I, Michael Shawn Stewart, a sentient moral being and that I, Victoria Marie Stewart, a sentient moral being, accept your Presentments "Subject: FW: SEC v Mediatrix Capital, Inc., Case No. 19-cv-2594 Attachments: March 21.2021 Letter to Michael Stewart.pdf From: Conlan, Mark Sent: Monday, March 28, 2022 5:50 PM 1, MARK CONLAN | Director Financial Restructuring & Creditor's Rights Group Gibbons P.C. | One Gateway Center | Newark, NJ 07102-5310 2, GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 CERTIFIED MAIL, RRR, and REGULAR MAIL Re: *U.S. Securities and Exchange Commission v. Mediatrix Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)* gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel" and return your offers herein attached to you. I indicate my acceptance of your offers by my signature and date.

- I do not argue the facts, jurisdiction, law, or venue;
- I request you issue me the Appearance Bond and waive all Public costs.
- I request you close the Account and issue the Order of the Court to me immediately.
- I request you adjust and set-off all Public Charges by the exemption in accord with Public Policy
- I request discharge.

Please respond within three (3) days from the date you receive this NON-NEGOTIABLE NOTICE OF ACCEPTANCE. Dishonor may result if you fail to respond.



NON-NEGOTIABLE NOTICE OF ACCEPTANCE

Notice Date: Day: Twelve Month: Four Year: 2022 CE

Jeffrey P. Colwell, Esq. Clerk of Court
United States District Court
District of Colorado
901 19th Street A105
Denver, Colorado 80294-3589

Sincerely,

Michael Shawn Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona

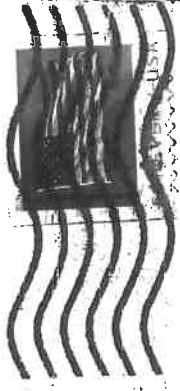
Sincerely,

Victoria Marie Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona

Attachment: "Subject: FW: SEC v Mediatix Capital, Inc., Case No. 19-cv-2594 Attachments: March 21.2021 Letter to Michael Stewart.pdf From: Conlan, Mark Sent: Monday, March 28, 2022 5:50 PM 1, MARK CONLAN | Director Financial Restructuring & Creditor's Rights Group Gibbons P.C. | One Gateway Center | Newark, NJ 07102-5310 2, GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 CERTIFIED MAIL, RRR, and REGULAR MAIL Re: *U.S. Securities and Exchange Commission v. Mediatix Capital Inc., et al.*, Civil No. 1:19-cv-02594 (RM) (D.CO) gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel"

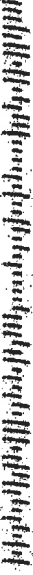
cc: Judge Raymond P. Moore 901 19th Street A641 Denver, Colorado 80294-3589
cc: Judge S. Kato Crews 901 19th Street C250 Denver, Colorado 80294-3589
cc: Mark L. Williams 1961 Stout Street Ste 1700 Denver, Colorado 80294
cc: Gibbons P.C. David N. Crapo One Gateway Center Newark, New Jersey 07102-5310
cc: Gibbons P.C. Mark B. Conlan One Gateway Center Newark New Jersey 07102-5310

Michael Shawn Stewart
Victoria Marie Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona



DENVER CO 802
12 APR 2022 PM 7 L

Gibbons P.C. Mark B. Conlan
One Gateway Center
Newark New Jersey 07102-5310



07102-532175

EXHIBIT E

Conforti, Michael A.

From: Conlan, Mark
Sent: Monday, March 28, 2022 5:50 PM
To: defender1989@protonmail.com; vstewart1989@gmail.com
Cc: Crapo, David N.; Rosen, Ellen; Vivian R. Drohan; Felder, Jeffrey D; Williams, Mark L
Subject: SEC v. Mediatrix Capital, Inc., Case No. 19-cv-2594
Attachments: March 21.2021 Letter to Michael Stewart.pdf

Tracking:	Recipient	Delivery	Read
	defender1989@protonmail.com		
	vstewart1989@gmail.com		
	Crapo, David N.	Delivered: 3/28/2022 5:50 PM	
	Rosen, Ellen	Delivered: 3/28/2022 5:50 PM	Read: 3/28/2022 8:20 PM
	Vivian R. Drohan		
	Felder, Jeffrey D		
	Williams, Mark L		

Dear Mr. and Ms. Stewart:

I am the substitute receiver in the above-referenced civil action.

Last week my counsel sent the attached letter demanding production of the titles to certain motor vehicles. In addition to the vehicles described in the attached letter, demand is hereby made for the delivery of the titles for the following motor vehicles:

- Keystone Business Trust:
 - 2019 Land Rover Range – 4 Dr. Wagon Sport Utility,
 - VIN # SALYB2EX5KA208346,
 - Plate # CPD1791.
 - 2019 Land Rover Range – 4 Dr. Wagon Sport Utility,
 - VIN # SALGS2RE0KA535662,
 - Plate # CLX4783.
 - 2018 Ford F250 – Crew Pickup,
 - VIN # 1FT7W2BT8JEB60616,
 - Plate # BC3143.
- Weinzel LLC:
 - 2016 Land Rover LR4 – 4 Dr. Sport Utility,
 - VIN # SALAG2V60GA789627,
 - Plate # 682Co.
- Michael S. Stewart:
 - 2016 Blue Jeep Sport,
 - VIN # 1C4BJWDG6GL169058,
 - Title Date: 8/8/2020.
 - 2018 Black Chevrolet LT, 4 Dr. Wagon Sport Utility,
 - VIN # 1GN5CBKC2JR323652,
 - Title Date: 8/8/2020.
 - 2018 Chevrolet K1500 LT – Crew Pickup,
 - VIN # 3GCUKREC5JG299730,
 - Title Date: 10/30/2019.
 - 2008 Audi Cabriolet – Convertible,
 - VIN # WAUAF48H98K010222,

- Title Date: 6/20/2016.
- Victoria M. Stewart:
 - 2017 Jeep Sport - 4 Dr. Sport Utility,
 - VIN #1C4BJWD5HL646645,
 - Title Date: 8/11/2017.

If any of these vehicles are no longer in your possession, custody or control, please explain in detail what happened to them.

If you need another prepaid FedEx envelope to deliver the title documents, please let me know and we will provide one.

I remind you that pursuant to para. 22 of the Order Appointing Receiver [ECF No. 153], you are required to cooperate with and assist with the performance of the Receiver's duties. Your cooperation is expected with respect to these additional vehicles within 7 days of today. The deadline for the production of the titles to the vehicles described in the attached letter remains March 31.

We reserve the right to amend and supplement the foregoing list.

Please do not hesitate to call me if you have any questions.

MARK CONLAN | Director
Financial Restructuring & Creditors' Rights Group
t: 973-596-4545 | c: 973-495-3384 | f: 973-639-6356
mconlan@gibbonslaw.com | [bio](#)

Gibbons P.C. | One Gateway Center | Newark, NJ 07102-5310
m: 973-596-4500 | f: 973-596-0545 | [office](#) | [map](#)





gibbonslaw.com | gibbonslawalert.com  

EXHIBIT F

NOTICE OF DISHONOR



COPY

Notice Date: Day: Fifteen Month: Four Year: 2022 CE

Jeffrey P. Colwell, Esq. Clerk of Court
United States District Court
District of Colorado
901 19th Street A105
Denver, Colorado 80294-3589

PLEASE TAKE NOTICE that instrument “**NON-NEGOTIABLE NOTICE OF ACCEPTANCE**”, dated Day: Thirty-one Month: Three Year 2022 CE, in reply to your Presentment “GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 **CERTIFIED MAIL, RRR, and REGULAR MAIL** Re: **U.S. Securities and Exchange Commission v. Mediatrrix Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)** gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel” has been dishonored or has not been paid or accepted.

I intend to look to you for payment or performance.

Sincerely,

Michael Shawn Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona

Sincerely,

Victoria Marie Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona

cc: Judge Raymond P. Moore 901 19th Street A641 Denver, Colorado 80294-3589
cc: Judge S. Kato Crews 901 19th Street C250 Denver, Colorado 80294-3589
cc: Mark L. Williams 1961 Stout Street Ste 1700 Denver, Colorado 80294
cc: Gibbons P.C. David N. Crapo One Gateway Center Newark, New Jersey 07102-5310
cc: Gibbons P.C. Mark B. Conlan One Gateway Center Newark, New Jersey 07102-5310

Michael Shawn Stewart
Victoria Marie Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona



DENVER CO 802
15 APR 2022 PM 6 L

Gibbons P.C. Mark B. Conlan
One Gateway Center
Newark, New Jersey 07102-5310

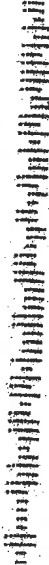
07102-5310 75 

EXHIBIT G



NOTICE OF DISHONOR

Notice Date: Day: Twenty-nine Month: Four Year: 2022 CE

Jeffrey P. Colwell, Esq. Clerk of Court
United States District Court
District of Colorado
901 19th Street A105
Denver, Colorado 80294-3589

PLEASE TAKE NOTICE that instrument “**NON-NEGOTIABLE NOTICE OF ACCEPTANCE**”, dated Day: Twelve Month: Four Year 2022 CE, in reply to your Presentment “GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 **CERTIFIED MAIL, RRR, and REGULAR MAIL Re: U.S. Securities and Exchange Commission v. Mediatrrix Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO)** gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel” has been dishonored or has not been paid or accepted.

I intend to look to you for payment or performance.

Sincerely,

Michael Shawn Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona

Sincerely,

Victoria Marie Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona

cc: Judge Raymond P. Moore 901 19th Street A641 Denver, Colorado 80294-3589
cc: Judge S. Kato Crews 901 19th Street C250 Denver, Colorado 80294-3589
cc: Mark L. Williams 1961 Stout Street Ste 1700 Denver, Colorado 80294
cc: Gibbons P.C. David N. Crapo One Gateway Center Newark, New Jersey 07102-5310
cc: Gibbons P.C. Mark B. Conlan One Gateway Center Newark New Jersey 07102-5310

Michael Shawn Stewart
Victoria Marie Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona



DENVER CO 802

30 APR 2022 PM 5 L

Gibbons P.C. Mark B. Conlan
One Gateway Center
Newark New Jersey 07102-5310

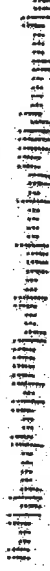
07102-532175 

EXHIBIT H



NOTICE OF DISHONOR

Notice Date: Day: Twenty-nine Month: Four Year: 2022 CE

Jeffrey P. Colwell, Esq. Clerk of Court
United States District Court
District of Colorado
901 19th Street A105
Denver, Colorado 80294-3589

PLEASE TAKE NOTICE that instrument “**NON-NEGOTIABLE NOTICE OF ACCEPTANCE**”, dated Day: Twelve Month: Four Year 2022 CE, in reply to your Presentment “Subject: FW: SEC v Mediatrix Capital, Inc., Case No. 19-cv-2594 Attachments: March 21.2021 Letter to Michael Stewart.pdf From: Conlan, Mark Sent: Monday, March 28, 2022 5:50 PM 1, MARK CONLAN | Director Financial Restructuring & Creditor’s Rights Group Gibbons P.C. | One Gateway Center | Newark, NJ 07102-5310 2, GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 CERTIFIED MAIL, RRR, and REGULAR MAIL Re: U.S. Securities and Exchange Commission v. Mediatrix Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO) gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel” has been dishonored or has not been paid or accepted.

I intend to look to you for payment or performance.

Sincerely,

Michael Shawn Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona

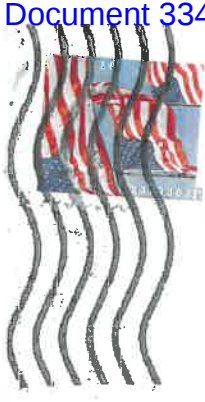
Sincerely,

Victoria Marie Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale; Arizona

- cc: Judge Raymond P. Moore 901 19th Street A641 Denver, Colorado 80294-3589
- cc: Judge S. Kato Crews 901 19th Street C250 Denver, Colorado 80294-3589
- cc: Mark L. Williams 1961 Stout Street Ste 1700 Denver, Colorado 80294
- cc: Gibbons P.C. David N. Crapo One Gateway Center Newark, New Jersey 07102-5310
- cc: Gibbons P.C. Mark B. Conlan One Gateway Center Newark, New Jersey 07102-5310

Michael Shawn Stewart
Victoria Marie Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona

DENVER CO 802
30 APR 2022 PM 7 L



Gibbons P.C. Mark B. Conlan
One Gateway Center
Newark, New Jersey 07102-5310

07102-5321 75



EXHIBIT I



NOTICE OF DISHONOR

Notice Date: Day: Twenty-nine Month: Four Year: 2022 CE

Jeffrey P. Colwell, Esq. Clerk of Court
United States District Court
District of Colorado
901 19th Street A105
Denver, Colorado 80294-3589

PLEASE TAKE NOTICE that instrument “**NON-NEGOTIABLE NOTICE OF ACCEPTANCE**”, dated Day: Twelve Month: Four Year 2022 CE, in reply to your Presentment “Subject: FW: SEC v Mediatrix Capital, Inc., Case No. 19-cv-2594 Attachments: March 21.2021 Letter to Michael Stewart.pdf From: Conlan, Mark Sent: Monday, March 28, 2022 5:50 PM 1, MARK CONLAN | Director Financial Restructuring & Creditor’s Rights Group Gibbons P.C. | One Gateway Center | Newark, NJ 07102-5310 2, GIBBONS David N. Crapo Counsel Gibbons P.C. One Gateway Center Newark, NJ 07102-5310 March 21, 2022 CERTIFIED MAIL, RRR, and REGULAR MAIL Re: U.S. Securities and Exchange Commission v. Mediatrix Capital Inc., et al., Civil No. 1:19-cv-02594 (RM) (D.CO) gibbons 300.1803.1 117199-106202, GIBBONS P.C. Very truly yours, David N. Crapo Counsel” has been dishonored or has not been paid or accepted.

I intend to look to you for payment or performance.

Sincerely,

Michael Shawn Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona

Sincerely,

Victoria Marie Stewart
c/o 32531 N Scottsdale Road #105-155
Scottsdale, Arizona

cc: Judge Raymond P. Moore 901 19th Street A641 Denver, Colorado 80294-3589
cc: Judge S. Kato Crews 901 19th Street C250 Denver, Colorado 80294-3589
cc: Mark L. Williams 1961 Stout Street Ste 1700 Denver, Colorado 80294
cc: Gibbons P.C. David N. Crapo One Gateway Center Newark, New Jersey 07102-5310
cc: Gibbons P.C. Mark B. Conlan One Gateway Center Newark New Jersey 07102-5310

Michael Shawn Stewart
Victoria Marie Stewart
c/o 32531 N Scottsdale Road
#105-155
Scottsdale, Arizona

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Gibbons P.C. Mark B. Conlan
One Gateway Center
Newark, New Jersey 07102-5310

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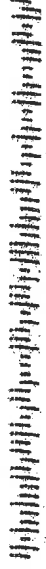


EXHIBIT J

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

UNITED STATES OF AMERICA)
)
v.) **CRIMINAL NO. 05-0321-WS-C**
)
JUAN ORNELAS,)
)
Defendant.)

ORDER

This matter comes before the Court on a filing by defendant Juan Ornelas captioned “Notice of and Explicit Reservation of All Rights” and “Non-Negotiable Notice of Acceptance” (doc. 730). Both “Notices” consist of unintelligible gibberish.

Ornelas is a federal prisoner who is presently serving a 292-month sentence of imprisonment upon conviction in this District Court for conspiracy to possess with intent to distribute methamphetamine. In his latest filing, Ornelas describes himself as a “Preferred Stock Holder” and “sentient, moral being” who professes his right “not to be compelled to perform under any international maritime/admiralty contract or commercial agreement that [he] did not enter into.” Ornelas purports to demand that this Court respond within 3 days, failing which “[d]ishonor will result ... which will cause your bond to be transferred by Acceptance-of-lien against your name and shall be registered as such with the State authorities.” Ornelas goes on to state that he “fully accept[s] for value your presentment/offer,” as a consequence of which he writes, “I request you release me.” To emphasize this nonsensical point, Ornelas submits a copy of the Judgment in this case bearing a large stamp reading in part, “Acceptance for Value and returned for value for settlement and closure,” and citing various provisions of the Uniform Commercial Code.

Prisoners have sporadically attempted to foist such frivolous, irrational, unintelligible UCC-related arguments on federal district courts for years. Such efforts (which broadly fall under the theory of “redemption”) have uniformly been rejected in summary fashion, and may subject their filers to prosecution should they proceed to file frivolous bonds, liens or default notices against government officials involved in defendants’ incarceration. *See, e.g., Luster v.*

United States, 2010 WL 3927786, *2 (M.D. Ga. Apr. 13, 2010) (“Petitioner’s references to the Uniform Commercial Code and commercial transactions provided no relief from his criminal conviction and sentence for bank robbery to which he pleaded guilty.”); *Marshall v. Florida*, 2010 WL 1248846, *1 n.2 (S.D. Fla. Feb. 1, 2010) (“Redemption is an anti-government scheme that utilizes commercial law to harass and terrorize its targets. It is increasingly popular among prison populations. The theory advocates that an individual can ‘redeem’ himself through the filing of commercial documents. ... Federal authorities have successfully prosecuted perpetrators of these schemes under various criminal statutes.”) (citations omitted); *Black v. Florida*, 2009 WL 1605410, *3 (N.D. Fla. June 4, 2009) (“Petitioner’s use of language from the Uniform Commercial Code, inapplicable to criminal proceedings, is also unavailing.”); *United States v. Joseph*, 2008 WL 3929583, *3 (M.D. Ga. Aug. 21, 2008) (rejecting criminal defendant’s pleadings as a “mysterious mix of catch phrases from the Uniform Commercial Code and Maritime Law”); *Jordan v. United States*, 2007 WL 3005326, *4 (M.D. Ga. Oct. 12, 2007) (defendant’s “assertions of the applicability of the Uniform Commercial Code, his personal sovereignty, and his copyright to his name are incorrect, irrelevant, and immaterial to his criminal prosecution, conviction and sentence”); *Hardin v. Michigan Dep’t of Corrections*, 2007 WL 1975102, *6 (W.D. Mich. Mar. 28, 2007) (“The abusive practice of petitioners filing baseless liens and/or UCC financing statements for the purpose of harassment and credit impairment of the alleged debtor (almost always a state or federal official involved with securing the prisoner’s incarceration) is well documented.”); *United States v. Mitchell*, 405 F. Supp.2d 602, 604-05 (D. Md. 2005) (pointing out that such arguments “have been summarily rejected” in criminal cases around the country, inasmuch as “the U.C.C. has no bearing on criminal subject matter jurisdiction” and defendant’s arguments are rooted in “the antics and writings of extremists who wish to disassociate themselves from the social compact undergirding this nation’s democratic institutions”).

In light of these authorities and the obviously baseless nature of Ornelas’s filings, any and all requests for relief embedded in his “Notice of and Explicit Reservation of All Rights” and “Non-Negotiable Notice of Acceptance” are hereby **denied**. Ornelas is strongly cautioned not to follow through on his threats to register frivolous liens, UCC notices, or bonds against the undersigned or other state or federal government officials involved in the conviction for which he is now serving a lengthy prison sentence. Should he do so, he may invite prosecution for

obstruction of justice or other and further criminal charges, as did defendants in many of the cases cited above who engaged in similar baseless acts of harassment and intimidation under the guise of the Uniform Commercial Code. *See, e.g., United States v. Talley*, 2007 WL 2208811, *1 (N.D. Fla. July 27, 2007) (federal prisoner indicted for conspiracy and obstruction of justice after filing bonds, default notices and creditor liens pursuant to the UCC against the federal judge and prosecutors involved in his criminal trial).

DONE and ORDERED this 9th day of November, 2010.

s/ WILLIAM H. STEELE
CHIEF UNITED STATES DISTRICT JUDGE

EXHIBIT K

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

R. WAYNE KLEIN, the Court-Appointed
Receiver of U.S. VENTURES LC, WINSOME
INVESTMENT TRUST, and the assets of
ROBERT J. ANDRES and ROBERT L.
HOLLOWAY,

Plaintiff,

v.

CONNIE C. PATTERSON,

Defendant.

REPORT & RECOMMENDATION

Case No. 2:11-CV-00723-CW-PMW

District Judge Clark Waddoups

Magistrate Judge Paul M. Warner

This matter was referred to Magistrate Judge Paul M. Warner by District Judge Clark Waddoups pursuant to 28 U.S.C. § 636(b)(1)(B).¹ Before the Court is a Motion for Judgment on the Pleadings² filed by R. Wayne Klein, the Court-Appointed Receiver (“Receiver”) of U.S. Ventures LC (“U.S. Ventures”), Winsome Investment Trust (“Winsome”), and the assets of Robert J. Andres and Robert L. Holloway (collectively, “Receivership Defendants”). The Court has carefully reviewed the motion and memoranda submitted by the parties. Pursuant to civil rule 7-1(f) of the United States District Court for the District of Utah Rules of Practice, the Court elects to determine the motion on the basis of the written memoranda and finds that oral argument would not be helpful or necessary. *See* DUCivR 7-1(f).

¹ *See* docket no. 18.

² *See* docket no. 29.

As a preliminary matter, the Court notes that Connie C. Patterson (“Defendant”) is proceeding pro se in this case. Accordingly, the Court will construe her pleadings and other filings liberally. *See Ledbetter v. City of Topeka*, 318 F.3d 1183, 1187 (10th Cir. 2003).

BACKGROUND

The Receiver alleges that Defendant was an employee of Winsome, an organization operating a Ponzi scheme.³ “Winsome described itself as a private trust and solicited individuals and entities to send funds for participation in a commodity futures pool.”⁴ From October 2005 through April 2007, “Winsome lured over \$42 million from investors, most of which was procured by third-party marketers in exchange for compensation.”⁵ According to the Receiver, the Defendant was such a third-party marketer and “assisted Winsome in operating this Ponzi scheme . . . [by] solicit[ing] others to invest in Winsome and US Ventures in return for commissions or a percentage of the supposed profits investors were reported to have earned.”⁶ The Receiver contends that, between December 2005 and November 2008, Defendant received “at least thirty-seven payments from Winsome totaling at least \$1,000,762.54.”⁷

On January 24, 2011, the Commodity Futures Trading Commission (“CFTC”) filed a Complaint against Winsome and the other Receivership Defendants.⁸ As a practical move, the CFTC prompted the Court to “appoint a Receiver to take control of the assets of [the] Receivership Defendants, gather the assets of the Receivership Defendants, and distribute any funds obtained under the Court’s supervision[.] . . . [T]he Court granted the CFTC’s motion and

³ See docket no. 30.

⁴ *Id.* at 2.

⁵ *Id.* at 2–3.

⁶ *Id.* at 3.

⁷ *Id.*

⁸ See docket no. 1 at 2; see also *U.S. Commodity Futures Trading Commission v. U.S. Ventures*, No. 2:11-cv-00099-BSJ.

placed . . . the Receivership Defendants[] under the control of the Receiver.”⁹ The Receiver brought the present action “as part of his continuing duty to: (i) recapture and return investor funds . . . and (ii) avoid fraudulent transfers, seek a constructive trust, and obtain other provisional remedies and recover damages.”¹⁰

On March 12, 2012, the Receiver filed the motion before the court.¹¹ By reason of the facts set forth above, the Receiver requests judgment against Defendant “for an amount equal to all payments received by her from Winsome or its related companies.”¹² In response, Defendant filed numerous “Non-Negotiable Notice of Acceptance” pleadings, which the Court construes as a response to the Receiver’s Motion for Judgment on the Pleadings.¹³

ANALYSIS

In ruling on a motion for judgment on the pleadings under Rule 12(c) of the Federal Rules of Civil Procedure, courts apply the same standard as in a motion to dismiss under Rule 12(b)(6). *See Mock v. T.G. & Y. Stores Co.*, 971 F.2d 522, 528-29 (10th Cir. 1992). The Court, therefore, accepts all well-pleaded facts by the non-moving party as true and draws all reasonable inferences from those facts in favor of the same. *See Park Univ. Enters. v. Am. Cas. Co.*, 442 F.3d 1239, 1244 (10th Cir. 2006). “Judgment on the pleadings should not be granted unless the moving party has clearly established that no material issue of fact remains to be resolved and the party is entitled to judgment as a matter of law.” *Id.* (quotations and citation omitted).

⁹ Docket no. 30 at 4.

¹⁰ Docket no. 1 at 2–3.

¹¹ *See* docket no. 29.

¹² Docket no. 30 at 9.

¹³ *See* docket nos. 31, 34–41, and 45–49.

The Receiver contends that he is entitled to judgment as a matter of law because under the Uniform Fraudulent Transfers Act (“UFTA”), *see* Utah Code Ann. §§ 25-6-1 to -14, “Winsom’s operation of a Ponzi scheme presumptively establishes the fraudulent nature of the transfers and [Defendant] is precluded from rebutting this presumption because . . . she did not provide reasonably equivalent value for luring new investors to participate in the Ponzi scheme.”¹⁴ The UFTA specifies that a transfer is fraudulent if “the debtor made the transfer or incurred the obligation: (a) with actual intent to hinder, delay, or defraud any creditor of the debtor; or (b) without receiving a reasonably equivalent value in exchange for the transfer or obligation. . . .” Utah Code Ann. § 25-6-5(1)(a), (b).

In the present case, the Receiver asserts that because “it is undisputed that Winsome operated a Ponzi scheme[,] . . . the transfers made to [Defendant] were made with fraudulent intent.”¹⁵ *See e.g., S.E.C. v. Madison Real Estate Grp, L.L.C.*, 647 F. Supp. 2d 1271, 1279 (D. Utah 2009) (“Under the UFTA, a debtor’s actual intent to hinder, delay, or defraud is conclusively established by proving that the debtor operated as a Ponzi scheme.” (citation omitted)). Once actual intent to defraud on the part of the transferor is established, Defendant may assert an affirmative defense by showing that she “took payments from [Winsome] in good faith and for reasonably equivalent value.” *Wing v. Apex Holding Co.*, No. 2:09-CV-00022, 2006 WL 22843343, at *6 (D. Utah Aug. 27, 2009). The Receiver attests that “[i]n this case, [Defendant] cannot demonstrate that she provided a reasonably equivalent value for the transfers she received from Winsome.”¹⁶ After carefully considering the Receiver’s motion, this Court

¹⁴ Docket no. 30 at 7.

¹⁵ *Id.* at 8.

¹⁶ *Id.*

finds that the Receiver has sufficiently pleaded the existence of a Ponzi scheme and, therefore, established the inference of fraudulent intent on behalf of Defendant.

To date, Defendant has not asserted a valid affirmative defense for the allegations against her. Defendant has filed a series of unusual pleadings entitled “Non-Negotiable Notice of Acceptance,” in which she states:

PLEASE TAKE NOTICE that I, Connie Clair Patterson, sentient moral being, accept for value your Presentment . . . and return for value you [sic] offer, herein attached, to you. I indicate my acceptance of your offer by my signature and date. I do not argue the facts. I request you issue the Order of the Court to me immediately. I request you close the Account. I request that all Public Charges be set-off and adjusted by the exemption in accord with UCC-3-419, House Joint Resolution (HJR) 192 & Public Law 73-10. I request discharge. Please respond within three (3) days from the date you receive this NON-NEGOTIABLE NOTICE OF ACCEPTANCE. Dishonor may result if you fail to respond.¹⁷

Defendant, receiving no response from the Court within the specified three-day period, further filed several “Notice of Dishonor” and “Certificate of Dishonor” pleadings, indicating Defendant would be looking to the Court for payment or performance.¹⁸ As previously noted, Defendant is proceeding pro se in this case. As such, the Court has a responsibility to give a liberal construction to her pleadings and other submissions. *See Ledbetter*, 318 F.3d at 1187. However, “it is not the proper function of the district court to assume the role of advocate for the pro se litigant.” *Hall v. Bellmon*, 935 F.2d 1106, 1110 (10th Cir. 1991).

The Court deems Defendant’s UCC-related argument as vacuous and without effect. The commercial law concepts employed by Defendant are for commercial transactions and have no

¹⁷ See docket nos. 11–13, 19, 20, 22, 24, 26, 31, 34–39, 45, 46, 49. Further, Article 3 of the Uniform Commercial Code defines the scope of the contractual obligations undertaken by parties to a negotiable instrument. A negotiable instrument “means an unconditional promise or order to pay a fix amount of money.” U.C.C. § 3-104. Section 3-419 refers to negotiable instruments that may be signed by an accommodating party for the purpose of incurring liability on the instrument. See U.C.C. § 3-419(a).

¹⁸ See docket nos. 6, 21, 23–27, 31, 34, 36, 37, 39–41, 45–49.

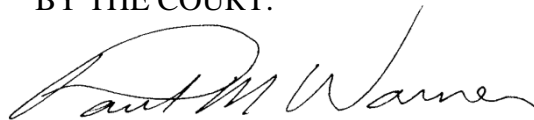
applicability to the current issue. Even if the Court were to consider Defendant's "Notice of Acceptance" pleadings, they contain no information relevant to the pending motion. In fact, Defendant states in all her "Notice of Acceptance" pleadings that she "do[es] not argue the facts."¹⁹ Hence, Defendant has essentially conceded that the Receiver's statement of facts are undisputed and she has failed to file an appropriate response to the motion for judgment on the pleadings. As such, the Court finds that the Receiver "has clearly established that no material issue of fact remains to be resolved." *Park Univ. Enters., Inc.*, 442 F.3d at 1244 (quotations and citation omitted). Accordingly, it is recommended that the Receiver's motion for judgment on the pleadings be **GRANTED**.

CONCLUSION

For the reasons stated above, **IT IS HEREBY RECOMMENDED** that the Receiver's motion for judgment on the pleadings be **GRANTED**. Copies of this Report and Recommendation are being sent to all parties, who are hereby notified of their right to object. *See* 28 U.S.C. § 636(b)(1). The parties must file any objection to this Report and Recommendation within fourteen (14) days after receiving it. *See id.* Failure to object may constitute waiver of objections upon subsequent review.

DATED this 21st day of December, 2012.

BY THE COURT:



PAUL M. WARNER
United States Magistrate Judge

¹⁹ *See* docket nos. 11–13, 19, 20, 22, 24, 26, 31, 34–39, 45, 46, 49.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.: 1:19-cv-02594-RM-SKC

UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,

Plaintiff,

v.

MEDIATRIX CAPITAL INC. *et al.*,

Defendants,

and

MEDIATRIX CAPITAL FUND LTD *et al.*,

Relief Defendants.

**[PROPOSED] ORDER DIRECTING DEFENDANT MICHAEL S. STEWART
TO SHOW CAUSE WHY HE SHOULD NOT BE HELD IN CIVIL CONTEMPT OF
COURT FOR FAILURE TO DELIVER THE REQUESTED RECEIVERSHIP
PROPERTY TO THE RECEIVER**

The motion for an Order to show cause why Defendant Michael S. Stewart (“Mr. Stewart”) should not be held in civil contempt of this Court for his failure to deliver requested receivership property to the receivership estate (the “Motion”) (ECF No. _____) filed by Mark B. Conlan, the Court-appointed receiver in this proceeding (the “Receiver”), came before the Honorable S. Kato Crews, United States Magistrate Judge. The Court, having reviewed and considered the Motion and all pleadings and papers filed in support thereof, and oppositions or responses to the Motion, if any, and good cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted in its entirety.
2. Defendant Michael S. Stewart is hereby ordered to appear at Byron G. Rogers, United States Courthouse, C250 / Courtroom C201, 1929 Stout Street, Denver, CO 80294 on _____, 2022 at _____ AM/PM to show cause why he should not be held in civil contempt for failing to deliver the requested receivership property to the Receiver pursuant to the Receiver Orders (ECF Nos. 153 & 284). The Receiver Orders specifically and definitely required Mr. Stewart to “cooperate with and assist the Receiver in the performance of his duties.” The Receiver’s duties include “marshalling and preserving” all receivership assets, and so Mr. Stewart was required, under the Receiver Orders, to “[c]ooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.” The Receiver Orders specifically and definitely required Mr. Stewart to deliver the requested motor vehicle titles to the Receiver, attached as Exhibits A & E, no later than March 31, 2022.
3. Any response to the Order to Show Cause must be in writing and must be filed and served by _____.
4. Where Mr. Stewart fails to comply with the Order to Show Cause, the Court may, in its discretion, impose sanctions for each day that he fails to comply with the Order to Show Cause; and award to the Receiver his attorneys’ fees and costs incurred in preparing and filing the Motion and attending the hearing thereon.

Dated:

S. KATO CREWS
United States Magistrate Judge