

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

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

UNITED STATES SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MEDIATRIX CAPITAL INC., *et al.*,

Defendants,

and

MEDIATRIX CAPITAL FUND LTD, *et al.*,

Relief Defendants.

**MOTION FOR AN ORDER AUTHORIZING THE RECEIVER TO VALUE AND
MARKET FOR SALE THE REAL PROPERTY LOCATED AT 8082 E. ARROYO
HONDO ROAD, SCOTTSDALE, AZ 85266**

CERTIFICATION UNDER D.C. COLO. LCivR 7.1(a)

In accordance with D.C. Col. LCivR 7.1(a), counsel for the Receiver communicated with: (1) counsel for the Securities and Exchange Commission (“SEC”) who represented that the SEC does not oppose this motion; (2) counsel for all Defendants, including Michael S. Young and Bryant Sewall, various entity defendants, and (3) *pro se* Defendant Michael S. Stewart and Relief Defendant Victoria Stewart. Counsel for Defendants Sewall, Young and various entity defendants, have represented that they do not oppose this motion. Defendant Michael S. Stewart and Relief Defendant Victoria Stewart oppose this motion.

Mark B. Conlan (the “Receiver”), the receiver appointed pursuant to the *Order Appointing Receiver* [ECF Nos. 153] (the “Appointment Order”) and 284], hereby moves the Court for an

order authorizing the Receiver to prepare and market for sale the real property located at 8082 E. Arroyo Hondo Road, Scottsdale, AZ (the “Arroyo Property”) pursuant to 28 U.S.C. § 2001(b) (the “Motion”). The real property is owned by Receivership Relief Defendant¹ the 1989 Foundation, which is a Bahamian entity that is owned by Individual Defendant, Michael S. Stewart (“Michael”) and Receivership Relief Defendant, Victoria M. Stewart (“Victoria”). Although the Arroyo Property is owned by the 1989 Foundation, it has been Michael and Victoria’s primary residence during the pendency of this case.

The Arroyo Property is a Recoverable Asset and is therefore property that the Receiver can seek to liquidate. Michael’s interests in the Arroyo Property were forfeited when the United States District Court for the District of Colorado entered the Preliminary Order of Forfeiture in the related criminal action pending before the Hon. William J. Martinez in Case No. 1:21-cr-00034 (the “Criminal Action”). [Criminal Action, ECF No. 439]. Victoria and the 1989 Foundation surrendered their ability to contest the forfeiture of the Arroyo Property when they failed to file a petition pursuant to 18 U.S.C. § 853(n) within thirty days of the filing of the Notice of Preliminary Orders of Forfeiture, which was filed and served on December 11, 2024. [Criminal Action ECF No. 446]. Therefore, Michael, Victoria, and the 1989 Foundation have no legal interest in the Arroyo Property.

However, pursuant to the Appointment Order, the Receiver is not authorized to dispossess Michael of the Arroyo Property without first obtaining approval from this Court. Michael has already been convicted, is in custody, and his sentencing hearing will likely be scheduled soon. [Criminal Action, ECF No. 727]. The Receiver is currently in discussions with the SEC and United States Attorney’s Office for the District of Colorado to determine the best path forward for an asset

¹ Capitalized terms not defined herein have the meaning ascribed to such terms in the Appointment Order.

distribution process with a view to distributing the approximately \$26 million held in the Receivership accounts to the victims of the Defendants' fraud. The Arroyo Property is one asset that was acquired by Michael with the proceeds of that fraud and is subject to liquidation to repay those victims. Considering the foregoing, the time has arrived for the Receiver to market the Arroyo Property for sale.

I. INTRODUCTION

A. Background Facts

On September 11, 2020, the Court entered the Appointment Order. [ECF No. 153]. The Appointment Order defines Michael Stewart as an "Individual Defendant" in this action and defines the 1989 Foundation and Victoria Stewart as "Receivership Relief Defendants." *Id.* The Appointment Order states, in part:

[T]he Receiver shall have the following general powers and duties:

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants and of the Receivership Relief Defendants Recoverable Assets, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Defendants and Receivership Relief Defendants own, possess, have a beneficial interest in, or control directly or indirectly ("Receivership Property" or, collectively, the "Receivership Estate");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; and Receivership Relief Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

[...]

E. To take any action which, prior to the entry of this Order, could have been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants and Receivership Relief Defendants;

[...]

K. To take such other action as may be approved by this Court.

Id., at ¶ 4. Paragraph 16 of the Appointment Order further provides:

The Receiver is authorized to take immediate possession of all real property of the Receivership Defendants and of the Receivership Relief Defendants to the extent such real property is a Recoverable Asset, wherever located, including but not limited to all ownership and leasehold interests and fixtures. Notwithstanding this authority, *the Receiver shall not take any actions to dispossess Defendants of their primary residences* (Michael Young: 5406 S. Cottonwood Ct., Greenwood Village, CO; *Michael Stewart: 8082 E. Arroyo Hondo Rd., Scottsdale, AZ*; Bryant Sewall: apartment in Ukraine) until at least ninety (90) days after entry of this order and *after obtaining approval from the Court*. Upon receiving actual notice of this Order by personal service, facsimile transmission or otherwise, all persons other than law enforcement officials acting within the course and scope of their official duties, are (without the express written permission of the Receiver) prohibited from: (a) entering such premises; (b) removing anything from such premises; or, (c) destroying, concealing or erasing anything on such premises.

Id., at ¶ 16 (*emphasis added*).

B. Description of the Arroyo Property

The Arroyo Property is a single-family residence located in Scottsdale, Arizona. The Arroyo Property is legally described as:

LOT 65, OF SAND FLOWER II, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 394 OF MAPS, PAGE 43 AND AFFIDAVIT RECORDED MAY 5, 1995 AS 95-0256470 AND AS 99-0453087 OF OFFICIAL RECORDS;

EXCEPT THEREFROM ALL COAL AND OTHER MINERAL
DEPOSITS AS RESERVED IN THE PATENT TO SAID LAND.

See Official Warranty Deed, attached hereto as **Exhibit A**. The 1989 Foundation purchased the Arroyo Property on or about June 4, 2018. The Arroyo Property serves as the primary residence for Michael and Victoria Stewart.

C. The Forfeiture Proceedings

On February 4, 2021, a grand jury charged Michael by Indictment with fourteen (14) counts of wire fraud and one (1) count of conspiracy to commit wire fraud. [Criminal Action, ECF No. 1]. Following a jury trial that concluded on May 17, 2024, Michael was convicted on all counts. [*Id.* at ECF No. 315]. On November 22, 2024, the criminal court entered two Preliminary Orders of Forfeiture, one against Michael and the other against his co-defendant, Bryant Sewall [*Id.* at ECF Nos. 439 & 440] (the “Preliminary Forfeiture Orders”). The Preliminary Forfeiture Orders expressly list the Arroyo Property as forfeited to the United States, and ECF 439 imposes a \$90,919,280.14 money judgment against Michael. [*Id.*, at p. 4, ¶ 20].

The United States then issued notice of the forfeiture to the Stewarts and their entities. See [Criminal Action, ECF No. 446] (the “Forfeiture Notice”). The Forfeiture Notice listed the Arroyo Property and triggered a thirty (30) day window for any noticed party to file a petition asserting a legal interest in the forfeited property. See [Criminal Action, ECF No. 446]. The Forfeiture Notice warns: “IF YOU FAIL TO FILE A PETITION ... YOUR RIGHT, TITLE, AND INTEREST ... SHALL BE LOST AND THE PROPERTY FORFEITED TO THE UNITED STATES.” [*Id.*, at p. 5]. The Certificate of Service for the Forfeiture Notice lists: “Victoria Stewart, 8082 East Arroyo Hondo Road, Scottsdale, AZ 85266,” “Victoria Stewart, 32531 N. Scottsdale Road, #105-155, Scottsdale, AZ 85266,” “1989 Foundation c/o Michael S. Stewart, 8082 East Arroyo Hondo Road, Scottsdale, AZ 85266,” and “1989 Foundation, c/o Douglas Fathers, The Balmoral Corporate Ctr

Unit E, 3rd Floor, Sanford Drive, Nassau, Bahamas.” [*Id.*, at pp. 6-7]. No timely petition was filed by Michael (with respect to the Sewall Preliminary Order of Forfeiture), Victoria, or the 1989 Foundation.

D. Michael Stewart’s Sentencing and Bryant Sewall’s Appeal

Michael failed to appear for his March 19, 2026 sentencing hearing. [Criminal Action, ECF No. 718]. At the conclusion of the sentencing hearing, Judge Martinez ordered the issuance of an arrest warrant for Michael. [*Id.*] The original sentencing date for Michael was November 14, 2024, but was continued for roughly sixteen months due to health issues that Michael experienced immediately prior to his original sentencing date. [*Id.* at ECF No. 418]. Bryant Sewall was sentenced on November 21, 2024 to 276 months in prison and a final judgment was entered with respect to Sewall on December 30, 2024. [Criminal Action, ECF Nos. 438 & 451]. Sewall appealed his conviction and the 10th Circuit upheld his conviction on April 9, 2026. [Criminal Action, ECF No. 723].²

E. Current Status

The Receiver is preparing to value and market the Arroyo Property for sale. On April 27, 2026, the Receiver sent Victoria a letter to inform her of his present intention to seek leave from this Court to sell the Arroyo Property.³ The Receiver expects to engage a real estate broker, Beth

² Michael was subsequently arrested in Arizona and is currently in custody awaiting transfer back to the District of Colorado for sentencing. See [Criminal Action, ECF No. 727].

³ On May 5, 2026, Victoria filed a *Motion to Intervene to Assert Innocent Owner Interests and Challenge Forfeiture*, seeking to challenge the forfeiture of her interest in certain assets including the Arroyo Property (the “Motion to Intervene”). [ECF No. 681]. The Motion to Intervene was subsequently docketed in the Criminal Action on May 6, 2026. [Criminal Action, ECF No. 730]. That same day, Judge Martinez entered a docket Order directing the government to file a response to the Motion to Intervene by May 27, 2026 and providing Victoria the opportunity to file a reply by June 8, 2026. See [Criminal Action, ECF No. 731]. Without addressing the legal merits, or lack thereof, of the Motion to Intervene, the Receiver notes that the time to challenge forfeiture in the criminal case has long passed. Moreover, the Government has noted that Criminal Action ECF 730 is untimely and has stated that it will respond with a Motion to Strike. [Criminal Action, ECF No. 733, ¶10].

Jo Zeitzer of R.O.I. Properties in Phoenix, to market and sell the Arroyo Property and prepare a Broker's Opinion of Value. Additionally, the Receiver reached out for recommendations for potential appraisers for the Arroyo Property. If the Court authorizes the Receiver to proceed with the valuing and marketing of the Arroyo Property for sale, the Receiver intends to retain R.O.I. Properties to market and sell the Arroyo Property, subject to this Court's approval of a subsequent sale motion after an offer is obtained.

II. ARGUMENT

A. The Court Should Allow the Receiver to Value and Market the Arroyo Property for Sale to Preserve and Maximize Its Value for the Benefit of the Receivership Estate.

1. The Arroyo Property is a "Recoverable Asset" as defined by the Appointment Order.

The Appointment Order defines Recoverable Assets as "assets of the Relief Defendants that: (a) are attributable to funds derived from investors or clients of the Defendants; (b) are held in constructive trust for the Defendants; (c) were fraudulently transferred by the Defendants; and/or (d) may otherwise be includable as assets of the estates of the Defendants." [ECF No. 153, at p. 1]. The 1989 Foundation is a Relief Defendant in this Action. The 1989 Foundation is the owner of the Arroyo Property, as evidenced by the Official Warranty Deed attached hereto as **Exhibit A**. The Arroyo Property is a Recoverable Asset within the meaning of the Appointment Order because it is traceable to the fraud. [See Criminal Action, ECF Nos. 439 & 440]. Paragraph 16 of the Appointment Order acknowledges that the Arroyo Property is a Recoverable Asset by authorizing the Receiver to dispossess Michael of the property after obtaining court approval. [ECF No. 153, at ¶ 16].

2. Michael, Victoria, and the 1989 Foundation have each forfeited their legal interests in the Arroyo Property.

Upon entry of the Preliminary Forfeiture Orders, Michael's interest in the Arroyo Property was extinguished, subject only to third-party claims.⁴ Thereafter, the United States notified Victoria, the 1989 Foundation, and others of both the forfeiture and the statutory thirty day window in which they were entitled to file a petition asserting a legal interest in the Arroyo Property. Neither Victoria nor the 1989 Foundation filed a timely objection, nor did Michael file an objection as it relates to the Sewall Preliminary Order of Forfeiture.⁵ Accordingly, the Arroyo Property has been forfeited to the United States, subject only to the entry of the final orders of forfeiture. As such, and in anticipation of entry of the final orders of forfeiture, the Receiver should be presently permitted to conduct a private sale to maximize the value of the Arroyo Property for the benefit of the Receivership Estate.

3. The Receiver should be permitted to value, market, and sell the Arroyo Property to preserve and maximize the value of assets for the Benefit of the Receivership Estate.

This Court has vested the Receiver with certain broad equitable authority to preserve, protect, and enhance Receivership Estate assets. The sale of real property is often necessary to prevent waste, reduce carrying costs, and liquidate assets for distribution. The Arroyo Property is a Recoverable Asset of the Receivership Estate and has been forfeited to the United States. Under

⁴ Although Michael has not been sentenced, Sewall has and his conviction was upheld on appeal. The Arroyo Property was listed in the Preliminary Order of Forfeiture against Bryant Sewall [Criminal Action, ECF No. 440 (the "Sewall POF")], and Michael did not object as a third party to the Sewall POF. Accordingly, even though Michael retains his appellate rights, and even if he were to prevail in his appeal, he cannot challenge the Arroyo Property forfeiture because it was separately forfeited through the Sewall POF.

⁵ On May 6, 2026, apparently in response to receiving the April 27, 2026 courtesy letter from the Receiver, Victoria filed a *Motion to Intervene to Assert Innocent Owner Interests and Challenge Forfeiture in the Criminal Action*. [Criminal Action, ECF No. 730]. This attempt to challenge the forfeiture is more than fifteen months past the thirty-day statutory deadline set forth in 28 U.S.C. § 853(n)(2). Accordingly, this attempt to delay the sale of the Arroyo Property should not be a valid basis to deny this motion as it will only serve to delay the preparation, marketing, and sale of the property, which is a multi-step process that will take months to complete.

these circumstances, continued retention of the Arroyo Property serves no legitimate purpose and exposes the Receivership Estate to unnecessary expense and potential diminution in value. Allowing the Receiver to value, market, and sell the Arroyo Property through a fair and transparent process, subject to this Court's approval, will ensure that the asset is liquidated at its highest and best value under prevailing market conditions. Such relief is consistent with the Receiver's fiduciary obligations and advances the overarching goal of maximizing recoveries for the benefit of the Receivership Estate.

Furthermore, it is necessary that Victoria be required to vacate the Arroyo Property prior to the commencement of the marketing process. Continued occupancy of the Arroyo Property would materially impair the Receiver's ability to prepare and market the Receivership Asset in a manner that will maximize its value for the Receivership Estate. While occupied, the property cannot be adequately staged or improved for listing—such as painting and completing repairs—and access for showings, inspections, and photography would be significantly restricted by Victoria's schedule and availability.

These limitations diminish the Arroyo Property's presentation and marketability, reduce the pool of prospective purchasers, and ultimately depress the sale price. Requiring Victoria, and any other residents to vacate ensures that the Receiver can prepare, list, and market the Arroyo Property under optimal conditions, thereby preserving and maximizing the value of the asset for the benefit of the Receivership Estate. Moreover, given the already extensive delays in the timeline for the sale of the Arroyo Property, the Court should require Victoria to vacate the Arroyo Property within thirty days of entry of an Order, or as soon thereafter as the Court finds appropriate, to enable the Receiver to promptly initiate the marketing process.

III. CONCLUSION

Based upon the foregoing, it is respectfully requested that the Court grant the relief requested in the Motion and enter the proposed order submitted herewith.

Dated: May 12, 2026

CONNELL FOLEY LLP

By: /s/ Dale E. Barney
Dale E. Barney
56 Livingston Avenue
Roseland, NJ 07068
Phone: (973) 535-0500
Email: dbarney@connellfoley.com

Counsel to Mark B. Conlan, as Receiver

Exhibit A

OFFICIAL RECORDS OF

MARICOPA COUNTY RECORDER

ADRIAN FONTES

20180426642 06/04/2018 03:28

ELECTRONIC RECORDING

1528150208727-4-2-1--

Garcia

Recording Requested by:
First American Title Insurance Company

When recorded mail to:
The 1989 Foundation
#10 Lookout Hill, Winton Heights
P.O. Box EE-17971, Nassau, BAHAMAS

WARRANTY DEED

File No. 204-5907045 (RA)

For the consideration of TEN AND NO/100 DOLLARS, and other valuable considerations, I or we,

Pina Carino, as Trustee of The Pina Carino Trust, dated November 14, 2000, the GRANTOR does hereby convey to

The 1989 Foundation, being Foundation No. 830F, established pursuant to the Foundations Act, 2004, of the Commonwealth of the Bahamas, the GRANTEE

the following described real property situate in Maricopa County, Arizona:

LOT 65, OF SAND FLOWER II, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 394 OF MAPS, PAGE 43 AND AFFIDAVIT RECORDED MAY 5, 1995 AS 95-0256470 AND AS 99-0453087 OF OFFICIAL RECORDS;

EXCEPT THEREFROM ALL COAL AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT TO SAID LAND.

Pursuant to ARS 33-404, Beneficiaries names and addresses under said trust(s) are disclosed in Beneficiary Disclosure attached hereto.

Subject To: Existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record.

And the GRANTOR does warrant the title against all persons whomsoever, subject to the matters set forth above.

File No.: 204-5907045 (RA)
A.P.N.: 216-34-0871

Warranty Deed - continued

DATED: April 05, 2018

The Pina Carino Trust

 Ttee

Pina Carino, Trustee

STATE OF CALIFORNIA)

County of _____)

)ss.

On _____, 2018, before me, the undersigned Notary Public, personally appeared **Pina Carino, Trustee of The Pina Carino Trust**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument is/are the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public

SEE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of NAPA)

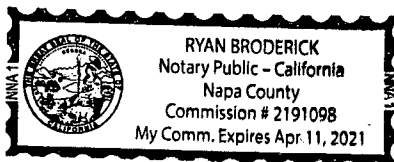
On MAY 31, 2018 before me, RYAN BRODERICK / NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PINA CARINO
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: WARRANTY DEED
Document Date: MAY 31, 2018 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

File No.: 204-5907045 (RA)
A.P.N.: 216-34-0871

Warranty Deed - continued

BENEFICIARY DISCLOSURE

April 05, 2018

First American Title Insurance Company
7202 E Carefree Dr, Bldg 1, Suite 1, P.O. Box 2800-398
Carefree, AZ 85377

RE: Escrow No. 204-5907045

The undersigned, being the Trustee(s) of the The Pina Carino Trust, do(es) hereby certify that as of this date said Trust Agreement is in full force and effect and has not been amended, modified or revoked.

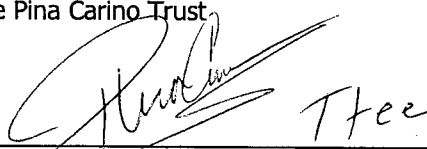
The names and addresses of the beneficiaries of the trust, which must be disclosed on the deed, are as follows:

NAME: Elena Carino Quartullo
ADDRESS: 4811 E. Aire Libre Ave Scottsdale AZ 85254

NAME: Devon Quartullo
ADDRESS: 4811 E. Aire Libre Ave Scottsdale AZ 85254

NAME: Angelina Quartullo
ADDRESS: 4811 E. Aire Libre Ave Scottsdale AZ 85254

The Pina Carino Trust

 Ttee
Pina Carino, Trustee

20180426642
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
JUSTIN HEAP



The foregoing instrument is an
electronically prepared
full, true and correct copy
of the original record in this
office.

Attest: 04/27/2026 09:33:43 AM

By Justin Heap Recorder

To Verify this purchase visit

<https://recorder.maricopa.gov/recording/verify-cert.html?id=349957>

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

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

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 AUTHORIZING THE RECEIVER TO VALUE AND MARKET
FOR SALE THE REAL PROPERTY LOCATED AT 8082 E. ARROYO HONDO
ROAD, SCOTTSDALE, AZ 85266**

On May 12, 2026, the Receiver filed a motion (the “Motion”)¹ for an order authorizing the Receiver to value and market for sale the real property located at 8082 E. Arroyo Hondo Road, Scottsdale, AZ 85266 as required by Paragraph 16 of the Appointment Order [ECF No. 153, at ¶ 16].

Upon consideration of the Motion, and for good cause shown, it is hereby **ORDERED THAT:**

1. The Motion is granted as set forth herein.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

2. The Receiver is authorized to value and market the Arroyo Property for sale in accordance with 28 U.S.C. § 2001(b), prior Orders of this Court, and other applicable law.
3. Title to the Arroyo Property shall only be transferred upon further Order of the Court approving a sale motion.
4. Michael and Victoria Stewart, and any other residents of the Arroyo Property, shall vacate the Arroyo Property within thirty (30) days of the entry of this Order.
5. Pursuant to paragraph 17 of the Appointment Order, upon the request of the Receiver, the United States Marshal Service, in any judicial district, is hereby ordered to assist the Receiver in carrying out his duties to take possession, custody and control of the Arroyo Property.

IT IS SO ORDERED this ____ day of _____, 2026.

Raymond P. Moore, U.S.D.J.

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

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

UNITED STATES SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

MEDIATRIX CAPITAL INC., *et al.*,

Defendants,

and

MEDIATRIX CAPITAL FUND LTD, *et al.*,

Relief Defendants.

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of May, 2026, I electronically filed the following documents via the CM/ECF system which will send notification of such filing to parties or counsel registered through CM/ECF:

- *Motion for an Order Authorizing the Receiver to Value and Market for Sale the Real Property Located At 8082 E. Arroyo Hondo Road, Scottsdale, AZ 85266* (the “Motion”).

Further, on the 12th day of May, 2026, I certify that I have caused to be emailed the Motion to the parties as indicated on the attached service list.

Further, on the 12th day of May, 2026, I certify that I have caused to be mailed the Motion to the parties: (1) Michael Stewart, 8082 E. Arroyo Hondo Rd., Scottsdale, Arizona 85266; and (2) Victoria Stewart, 8082 E. Arroyo Hondo Rd., Scottsdale, Arizona 85266.

CONNELL FOLEY LLP

Dated: May 12, 2026

By: /s/ Dale S. Barney
Dale E. Barney
56 Livingston Avenue
Roseland, New Jersey 07068
Telephone: (973) 535-0500
Email: dbarney@connellfoley.com

Counsel to Mark B. Conlan, as Receiver

SERVICE LIST**VIA CM/ECF and EMAIL**

Sharan Lieberman
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Victoria M. Stewart (*pro se*)
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Sanford Drive, Nassau, Bahamas

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Scottsdale, AZ 85266