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Attorneys for Receiver,
10 *Thomas W. McNamara*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 3342962 NOVA SCOTIA LIMITED, a body
corporate existing under the laws of the Province
14 of Nova Scotia, Canada, and 4043434 NOVA
SCOTIA LIMITED, a body corporate existing
15 under the laws of the Province of Nova Scotia,
Canada, individually and derivatively on behalf of
16 ZIPPY CASH LLC, a Nevada limited liability
company,

17
18 Plaintiffs,

19 v.

20 ZIPPY CASH LLC, a Nevada limited liability
company; TOUGH MONEY LLC, a Delaware
limited liability company; DUANE TOUGH;
21 BRENT RUTTMAN; LIO LLC, a Delaware
limited liability company; ROBERT L.
22 STEWART; JOHN F. STEWART; GENE
WILLIAMS; SALES CONSULTANTS INT'L,
23 INC., a New York Corporation; and Z Cash LLC,
a Nevada limited liability company,

24
25 Defendants.

Case No. A-22-851637-B

Dept. No. XIII

**RECEIVER'S SUPPLEMENTAL
BRIEF IN SUPPORT OF MOTION
FOR AN ORDER TO SHOW CAUSE
WHY DEFENDANTS DUANE TOUGH
AND BRENT RUTTMAN SHOULD
NOT BE HELD IN CIVIL CONTEMPT**

Date of Hearing: August 25, 2022

Time of Hearing: 9:00 a.m.

1 The court-appointed receiver Thomas W. McNamara (“Receiver”) respectfully submits
2 this supplemental brief in support of his Motion for an Order to Show Cause Why Defendants
3 Duane Tough and Brent Ruttman Should Not Be Held in Civil Contempt (the “Motion”). As
4 reflected in the Motion, defendants Tough and Ruttman (collectively, the “Defendants”) have
5 continually refused to comply with the obligations imposed on them under the Order Granting
6 Plaintiffs’ Motion for Appointment of Receiver (“Order”). Since filing the Motion, the Defendants
7 have not provided *any* additional information or materials or otherwise adequately explained the
8 concerning pattern of conduct that necessitated the filing of the Motion by the Receiver.

9 The Receiver, however, has continued to receive information from sources other than
10 Defendants, most notably financial institutions. Late last week, Bank of America (“BofA”)
11 produced monthly bank statements and related wire information for Zippy Cash LLC (“Zippy
12 Cash”). Specifically, BofA provided responsive materials for two Zippy Cash accounts: one
13 ending in 0365; and the other ending in 3043.¹ The Receiver’s initial review and analysis of the
14 statements for these two accounts reveals that numerous representations made by Defendants to
15 the Court and Receiver are false in several material ways.

16 First, Defendants’ claim that Tough did not take any money out of Zippy Cash is false –
17 based on the Receiver’s initial review of the BofA statements, Tough apparently took more than
18 \$4,000,000 from Zippy Cash. Second, Tough’s claim that he invested between \$1.2 million to
19 \$2 million in the company is not supported. Based on the initial review, the BofA statements
20 reflect a mere \$21,000 in Tough transfers to Zippy Cash – and that primarily only occurred after
21 Woopla terminated its relationship with Zippy Cash, thus cutting off Woopla’s flow of revenues.
22 Finally, the Receiver’s review of the BofA statements also confirms that there was never
23 \$2.4 million in supposed Zippy Cash “reserves” at BofA and the Zippy Cash reserves and deposits
24 at other institutions are modest. As detailed below, the Receiver respectfully submits that their
25 pattern of troubling conduct warrants holding Defendants in civil contempt.

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28

¹ As noted in the Motion, these were the only Zippy Cash accounts at BofA.

1 **I. THE ZIPPY CASH BANK STATEMENTS REVEAL DEFENDANT TOUGH**
2 **TOOK OVER FOUR MILLION DOLLARS FROM ZIPPY CASH**

3 A. Defendants Have Made Continued Representations to the Court and the Receiver.

4 Defendants have made repeated representations to the Receiver that there were reserves in
5 the BofA account and Defendants had “not taken a dime” from Zippy Cash. Defendants have
6 made a number of claims along the same lines, including in sworn declarations, to the Court. For
7 example:

8 In fact, Tough has not taken any money out of Zippy Cash
9 whatsoever, while during the same time he has invested between
\$1.2 million and \$2 million of his own funds in Zippy Cash.

10 Defendants’ Opposition to Plaintiffs’ Motion for Appointment of Receiver at 12:27-28.

11 At no time during the original proceedings have the Plaintiffs
12 provided any evidence of wrongdoing by the Defendants.
13 Plaintiffs have not provided any actual evidence, beyond mere
14 speculation and conjecture, that Mr. Tough or Mr. Ruttman stole
any money from Zippy Cash or any other entity.

15 Defendants’ Reply in Support of Motion to Reconsider, Or in the Alternative, Stay the
16 Appointment of Receiver, filed August 5, 2022, at 3:5-9.

17 To date, I personally have invested in excess of \$2 Million in
18 Zippy Cash. At no time have I ever taken any money from Zippy
19 Cash, paid myself a dividend or distribution from Zippy Cash, or
had Zippy Cash pay any amounts on my behalf.

20 Declaration of Duane Tough, paragraph 7, dated July 8, 2022, filed in support of Opposition to
21 Appoint a Receiver.²

22 B. BofA Account Statements Reveal Defendants’ Statements to the Court Are False.

23 The Receiver’s initial review of BofA’s monthly statements for Zippy Cash indicates that
24 that over \$4,000,000 in Zippy Cash funds were transferred at Tough’s direction to accounts Tough
25 apparently owned or controlled. The transfers took two forms: (1) transfers requested by Tough
26

27 ² The Receiver’s Motion and the Plaintiffs’ Joinder provide a more detailed discussion of
28 Defendants’ representations regarding the supposed \$2.4 million in reserves and the separate claim
that Tough invested \$2 million of his own funds in Zippy Cash.

1 and executed by bank tellers at BofA branches; and (2) online banking transfers requested by
2 Tough.

3 1. *Teller Transfers to Account 3397*

4 The Zippy Cash statements reflect a total of sixteen transfers between September 2021 and
5 March 2022 from Zippy Cash accounts to a BofA account owned or controlled by Tough ending
6 in 3397. Each of these transfers includes similar bank references, reflecting that Tough walked
7 into specific BofA branches (in Florida or Nevada) and then executed “teller” transfers (noted as
8 “TLR” on the statements) from Zippy Cash’s accounts to a BofA checking account ending in 3397.
9 The total amount of these transfers was \$2,456,500.00.

10 2. *Online Banking Transfers to Defendant Tough*

11 The Zippy Cash statements also reflect another 84 transfers between March 2021 and June
12 2022, which Tough executed online from Zippy Cash’s accounts, again apparently transferring the
13 funds into accounts that Tough himself owned or controlled. Each transfer includes the reference
14 “TOUGH” on the bank statement. The total amount Tough transferred via online transfers to
15 accounts he owned or controlled is \$1,632,286.73.

16 In total, the BofA statements reflect that Tough transferred \$4,088,786.73 in Zippy Cash
17 funds to accounts he owned or controlled.³ Based upon BofA records alone, there is every reason
18 to believe Defendants’ claims, including in a sworn declaration to this Court, are false.⁴

19 C. A Miami Beach Penthouse Condominium was Purchased with Zippy Cash Funds.

20 Tough advised one of Plaintiffs’ principals, John Xidos, via Skype Chat on December 5,
21 2021 that Tough was buying a condominium located at 201 Aqua Ave., Penthouse 3, Miami Beach,
22 Florida. Tough included a link to the property listing in the chat:
23 [https://www.realtor.com/realestateandhomes-detail/201-Aqua-Ave-Ph-3_Miami-](https://www.realtor.com/realestateandhomes-detail/201-Aqua-Ave-Ph-3_Miami-Beach_FL_33141_M51192-52732)
24 [Beach_FL_33141_M51192-52732](https://www.realtor.com/realestateandhomes-detail/201-Aqua-Ave-Ph-3_Miami-Beach_FL_33141_M51192-52732). See Reply in Support Motion to Appoint and Receiver and for
25 Preliminary Injunction, Exhibit D, at 12/5/21.

26 _____
27 ³ A spreadsheet detailing the Zippy Cash transfers Tough executed to accounts he owned or
28 controlled is attached hereto as Exhibit A.

⁴ The BofA statements additionally reveal a \$125,000 transfer made in January 2022 to a BofA
account ending 7832. This is likely an account owned or controlled by Tough.

1 Two weeks later, Tough indicated that he was “TGIF, going to need some help on the
2 Realestate[sic] thing” and floated the idea that he take a loan from Zippy Cash: “thinking a wire
3 to zippy and then I replace it in a week or so??” *Id.* at 12/17/21. Xidos rejected the request. At
4 about the same time, Tough began to claim that Meta Bank needed a larger reserve and “BOA
5 . . . want[s] a reserve to abstain from a full due diligence on KYCK”. *Id.* At 12/21/21. The Skype
6 chat that follows suggests that Xidos forwarded funds to satisfy the additional “reserve”
7 requirements.

8 The Receiver has not yet obtained all documentation from BofA regarding Zippy Cash’s
9 accounts; however, we have had multiple discussions with BofA’s legal compliance department
10 and other BofA representatives, all of whom indicated there was never any “reserve” associated
11 with the Zippy Cash accounts. Therefore, the Receiver has concluded that Tough’s claims to Xidos
12 about required reserves at BofA were false.

13 When Tough addressed the condominium issue in his July 8, 2022 declaration filed in
14 support of the Defendants’ Opposition to Plaintiffs’ Motion of the Appointment of Receiver, he
15 claimed as follows:

16
17 29. The one fact that the Plaintiffs got right in their Verified
18 Complaint, is that in the middle of December of 2021 I purchased
19 an apartment in Miami. Just prior to closing, there was an issue
20 with financing and I approached Xidos about possible loaning me
21 the money so that I could close on the purchase at the scheduled
22 closing date.

23 30. Instead, I decided to obtain private funding and I purchased
24 the apartment with cash. *At no time did I ever use any funds from
25 Zippy Cash to purchase the apartment or to finance the purchase
26 of the apartment.* Any claim that Zippy Cash’s asserts were used
27 to purchase the apartment are simply false.

28 Emphasis added.

Based upon the Receiver’s review of the BofA records, it appears that, contrary to Tough’s
sworn statement to this Court, he did indeed fund the \$2.1 million condominium purchase with
Zippy Cash funds. These transfers include a \$210,000 transfer to Tough’s 3397 account in
September 2021, which could have been to pay for a 10% down payment, as well as other transfers

1 directed by Tough from November 2021 until February 2022 (when the condominium sale closed)
2 of more than \$2,850,000. To protect the Receivership Estate's interest in the Miami condominium,
3 the Receiver recorded a Notice of Lis Pendens against the property on August 19, 2022.

4 **II. THERE IS NO EVIDENCE THAT TOUGH INVESTED \$2 MILLION IN ZIPPY**
5 **CASH**

6 Although Tough has claimed he invested substantial funds in Zippy Cash, ranging from
7 \$1.2 million to \$2 million, the records produced thus far by BofA and other financial institutions
8 belie this claim. BofA records show transfers into Zippy Cash from Tough accounts of a mere
9 \$21,761.02. A listing of Tough's contributions to Zippy Cash's BofA accounts is attached hereto
10 as Exhibit B. These transfers essentially began in March 2022, shortly after Woopla had ceased
11 doing business with Zippy Cash, and thus Zippy Cash was no longer receiving any of Woopla's
12 revenue stream.⁵ Defendants may attempt to argue that Tough's contributions were made from
13 his personal or non-Zippy Cash accounts; however, there are no significant unexplained deposits
14 into the BofA accounts which could fit the bill and the Receiver has repeatedly asked Defendants
15 for an accounting of all such contributions, and to date, none has been provided.

16 **III. THERE APPEAR TO BE NO ZIPPY CASH RESERVES AT BANK OF AMERICA**
17 **AND MODEST RESERVES ELSEWHERE**

18 A. Bank of America Has Indicated That Are No Zippy Cash Reserves.

19 In the face of BofA's report to the Receiver that the Zippy Cash accounts held a mere
20 \$3.65, defense counsel initially responded that there was a "reserve" account at BofA that the
21 Receiver missed. The following day, counsel for Defendants indicated that there was not a
22 "separate formal account, with account number and with monthly statements that Zippy Cash, LLP
23 has access or ever had access to. The money is just held by BofA. It can't be touched by anyone
24 at Zippy Cash or accessed in any way. A representative for Bank of America can explain this
25 better." See email from William Rubley dated August 10, 2022, attached hereto as Exhibit C.

26
27
28 ⁵ It does appear that Defendant Tough provided the initial \$500 deposit to open the BofA Zippy
Cash account in February 2021.

1 Defendants' counsel has provided nothing else to corroborate the existence of any existing BofA
2 "reserve" being "held" for Zippy Cash.

3 Before and after receiving this information, the Receiver's team has had numerous
4 conversations with BofA employees, who indicated that Zippy Cash did not have a reserve account
5 at BofA and the bank does not just "hold" money as asserted by Defendants. The BofA bank
6 statements also do NOT reflect the existence of a "reserve" account or any additional Zippy Cash
7 funds.

8 B. Other Reserves for Zippy Cash

9 Based on the Receiver's investigation, there appear to be only modest Zippy Cash's reserve
10 accounts held at KyckGlobal, IPPay, or elsewhere. These financial institutions have identified the
11 following Zippy Cash reserve amounts:

| Financial Institution | Reserve Amount |
|-----------------------|--------------------------------|
| KyckGlobal | \$45,531.57 |
| IPPay | \$463,613.72 |
| Bank of America | No reserve accounts identified |

17 C. Other Zippy Cash Accounts

18 Both Tough and Ruttman have submitted declarations to the Court claiming that "Zippy
19 Cash currently maintains active and daily use accounts with Metropolitan Commercial Bank, Meta
20 Bank and Bank of America." See July 8, 2022 declarations from Tough and Ruttman in Opposition
21 to Motion to Appoint Receiver, ¶¶ 16 and 40, respectively. Defendants have also made various
22 representations to the Court about Zippy Cash's solvency and its ability to financially conduct
23 ongoing business and development. See e.g., Plaintiffs' Joinder at 4-5.

24 Each of these financial institutions has now reported Zippy Cash's account and balance
25 information as follows:

| Bank | Account Ending | Balance |
|------------------------------|-----------------------|-------------------|
| Metropolitan Commercial Bank | 4535 | \$-69.80 |
| Metropolitan Commercial Bank | 4977 | \$5,000.00 |
| Meta Bank | No Accounts Found | N/A |
| Bank of America | 0365 | \$0.00 |
| Bank of America | 3043 | \$3.65 |
| Fresno First Bank | 0093 | \$120.00 |
| | TOTAL | \$5,053.85 |

Accordingly, the total of funds remaining at the three financial institutions where Defendants claimed there were “active and daily” Zippy Cash accounts is approximately \$5,000. Additionally, there were no accounts found at Meta Bank and only \$120 at Fresno First Bank (which was not referenced by Defendants). This reality once again belies various representations Defendants have made to the Court and the Receiver regarding the company’s supposedly significant assets being “securely held at financial institutions.” Opposition to Plaintiff’s Motion for Appointment of Receiver, 13:2-5.

IV. CONCLUSION

As described in the Motion, Defendants Tough and Ruttman have failed to comply with their obligations under the Order and they have not provided any additional information or materials to the Receiver or otherwise attempted to adequately explain their concerning pattern of conduct. Beyond these failures, the Zippy Cash BofA account statements contradict numerous representations by the Defendants to the Court and Receiver and provide clear and convincing evidence upon which the Court may hold Defendants Tough and Ruttman in civil contempt. The Receiver will be present at the August 25th hearing to address any further questions the Court may

1 have and to seek additional authority from the Court to protect receivership estate assets in light
2 of Defendants' conduct.

3 Dated this 22nd day of August, 2022.

4 CLARK HILL PLLC

5 /s/ Crane M. Pomerantz

6 Crane M. Pomerantz

7 Nevada Bar No. 14103

8 3800 Howard Hughes Parkway, Suite 500

9 Las Vegas, Nevada 89169

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11 Andrew M. Greene (*Pro Hac Vice Forthcoming*)

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15 *Attorneys for Receiver, Thomas W. McNamara*

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of CLARK HILL PLLC and that on August 22, 2022, I served a copy of the foregoing by electronic service to all parties listed in the Court's Odyssey E-File & Serve system.

/s/ Judy Estrada
An Employee of Clark Hill PLLC

EXHIBIT A

Zippy Cash Receivership
 Detail of Fund Transfers
 February 2021 through July 2022

| | Online Banking Transfer Conf#; Tough | TLR Transfer to CHK 3397 |
|----------------|--|-----------------------------|
| February 2021 | - | - |
| March 2021 | 112,507.44 | - |
| April 2021 | 46,023.05 | - |
| May 2021 | 96,304.54 | - |
| June 2021 | 91,934.05 | - |
| July 2021 | 134,842.31 | - |
| August 2021 | 159,317.62 | - |
| September 2021 | 134,373.54 | 210,000.00 |
| October 2021 | 150,337.11 | - |
| November 2021 | 201,639.65 | 64,500.00 |
| December 2021 | 225,819.52 | 605,000.00 |
| January 2022 | 124,088.46 | 460,000.00 |
| February 2022 | 95,690.51 | 1,077,000.00 |
| March 2022 | 43,333.41 | 40,000.00 |
| April 2022 | 601.25 | - |
| May 2022 | 13,973.25 | - |
| June 2022 | 1,501.02 | - |
| July 2022 | - | - |
| TOTAL | <u>1,632,286.73</u> | <u>2,456,500.00</u> |

EXHIBIT B

Zippy Cash Receivership
 Detail of Fund Transfers into Zippy Cash, LLC
 Bank of America, Account ending x0365
 February 2021 through July 2022

| | Online Banking Transfer Conf#; Tough, Duane | FL TLR Transfer | NV TLR transfer |
|----------------|---|--------------------|--------------------|
| February 2021 | - | - | 500.00 |
| March 2021 | - | - | - |
| April 2021 | - | - | - |
| May 2021 | - | - | - |
| June 2021 | - | - | - |
| July 2021 | - | - | - |
| August 2021 | - | - | - |
| September 2021 | - | - | - |
| October 2021 | - | - | - |
| November 2021 | - | - | - |
| December 2021 | - | - | - |
| January 2022 | - | - | - |
| February 2022 | - | - | - |
| March 2022 | 12,500.00 | 6,000.00 | - |
| April 2022 | 700.00 | - | - |
| May 2022 | 1,451.01 | - | - |
| June 2022 | 75.00 | - | - |
| July 2022 | 535.01 | - | - |
| TOTAL | <u>15,261.02</u> | <u>6,000.00</u> | <u>500.00</u> |

EXHIBIT C

From: [Rubley William](#)
To: [Thomas McNamara](#); [Brunet Michael R.](#); [Maxson-Rushton Kimberly](#)
Cc: [Andrew Greene](#)
Subject: RE: Demand for Records
Date: Wednesday, August 10, 2022 12:24:49 PM
Attachments: [RECEIVER FYI.pdf](#)

EXTERNAL

Tom and Andy,

Brent and Duane have been consistent and cooperative a much as they can. Have either you spoken with Bank of America? The reserve money is still with Bank of America, the exact amount is unknown. There is no separate formal account, with an account number and with monthly statements that Zippy Cash, LLC has access or ever had access to. The money is just held by BofA. It can't be touched by anyone at Zippy Cash or accessed in any way. A rep from Bank of America can explain this better.

With regard to the transactions in the BofA operating account, if you can let me know what transactions you are talking about, I'll talk with Duane and Brent. But as you can see from the monthly statements, IPPay pushed and pulled charges in and out of the account as they needed.

Also, what efforts have you taken to secure the devices of Xidos and Taylor? They were intimately involved in the operation of Zippy Cash. Xidos and Taylor (through Greenode) can also explain how the company operated. Attached is a diagram from Duane that explains it a little better than I can.

-Will

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William P. Rubley, Esquire

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From: Thomas McNamara [mailto:tmcnamara@mcnamarallp.com]
Sent: Tuesday, August 09, 2022 9:52 PM
To: Rubley William; Brunet Michael R.; Maxson-Rushton Kimberly
Cc: Andrew Greene
Subject: RE: Demand for Records

Will,

We need immediate identification and proof of this "reserve account" which you now claim exists. You and your clients have repeatedly claimed that there was \$2.4 million in Zippy Cash reserves in the BOA account and other financial institutions. When we interviewed your clients on July 29 via video, they and you confirmed there was more than \$2 million in the BOA account. Defendant Tough went on to say the funds "haven't been touched."

Even if we were to credit this latest claim, which is entirely different than you and your clients represented to the Court and us (and comes in a long line of dissembling and deception you have offered for your clients), at best it appears your clients transferred funds out of the BOA account in Zippy Cash's name (account ending 0365) and into another account that is apparently not in Zippy's name. We are preparing the OSC contempt and will have it on file without fail tomorrow.

As I said in our call, this looks more like a crime than a civil wrong and we are obligated to bring the missing funds to the Court's attention. If you have something to provide us in the meantime, we will review it.

Tom

From: Rubley William <WRUBLEY@cooperlevenson.com>
Sent: Tuesday, August 9, 2022 2:41 PM
To: Thomas McNamara <tmcnamara@mcnamarallp.com>; Brunet Michael R. <MBRUNET@cooperlevenson.com>; Maxson-Rushton Kimberly <KRUSHTON@cooperlevenson.com>
Cc: Andrew Greene <agreene@mcnamarallp.com>
Subject: RE: Demand for Records

EXTERNAL

I think Duane is meeting with your guy now to turn over the laptop. We're supposed to talk after he gets back from the meeting.

-Will

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From: Thomas McNamara [<mailto:tmcnamara@mcnamarallp.com>]

Sent: Tuesday, August 09, 2022 5:40 PM

To: Rubley William; Brunet Michael R.; Maxson-Rushton Kimberly

Cc: Andrew Greene

Subject: RE: Demand for Records

I need to see these statements immediately. What is the reserve account number?

From: Rubley William <WRUBLEY@cooperlevenson.com>

Sent: Tuesday, August 9, 2022 2:39 PM

To: Thomas McNamara <tmcnamara@mcnamarallp.com>; Brunet Michael R.

<MBRUNET@cooperlevenson.com>; Maxson-Rushton Kimberly

<KRUSHTON@cooperlevenson.com>

Cc: Andrew Greene <agreene@mcnamarallp.com>

Subject: RE: Demand for Records

EXTERNAL

Tom,

That's the balance of the operating account. The reserve account hasn't been touched. I'm seeing if I can get you the statements for the reserve account (without contacting BofA directly so as not to step on your toes). The reserve account is completely separate from the operating account.

-Will

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From: Rubley William

Sent: Tuesday, August 09, 2022 5:09 PM

To: 'Thomas McNamara'; Brunet Michael R.; Maxson-Rushton Kimberly

Cc: Andrew Greene

Subject: RE: Demand for Records

I'm working on it.

-Will

From: Thomas McNamara [<mailto:tmcnamara@mcnamarallp.com>]

Sent: Tuesday, August 09, 2022 4:52 PM

To: Rubley William; Brunet Michael R.; Maxson-Rushton Kimberly

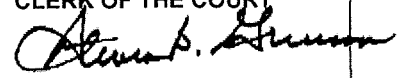
Cc: Andrew Greene

Subject: RE: Demand for Records

Will,

Any progress on the BOA bank statements?

EXHIBIT D



1 NOT
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12 agreene@mcnamarallp.com

10 *Attorneys for Receiver*
11 *Thomas W. McNamara*

12 DISTRICT COURT
13 CLARK COUNTY, NEVADA

14 3342962 NOVA SCOTIA LIMITED, a body
15 corporate existing under the laws of the Province
16 of Nova Scotia, Canada, and 4043434 NOVA
17 SCOTIA LIMITED, a body corporate existing
18 under the laws of the Province of Nova Scotia,
19 Canada, individually and derivatively on behalf
20 of ZIPPY CASH LLC, a Nevada limited liability
21 company,

Plaintiffs,

v.

21 ZIPPY CASH LLC, a Nevada limited liability
22 company; TOUGH MONEY LLC, a Delaware
23 limited liability company; DUANE TOUGH;
24 BRENT RUTTMAN; LIO LLC, a Delaware
25 limited liability company; ROBERT L.
26 STEWART; JOHN F. STEWART; GENE
27 WILLIAMS; SALES CONSULTANTS INT'L,
28 INC., a New York Corporation; and Z Cash
29 LLC, a Nevada limited liability company,

Defendants.

Case No. A-22-851637-B
Dept. No. XIII

**NOTICE OF RECORDING NOTICE OF
PENDENCY OF ACTION (LIS
PENDENS) RE: 201 AQUA AVE., UNIT
PH3, MIAMI BEACH, FL 33141**

1 PLEASE TAKE NOTICE that on the 19th day of August, 2022, a Notice of Pendency of
2 Action (Lis Pendens) Re: 201 Aqua Ave., Unit PH3, Miami Beach, FL 33141 was recorded as
3 document no. CFN: 20220655202 Book 33345 Page 226 Date: 08/19/22 08:56:30 AM Harvey
4 Ruvin, Clerk of Court, Miami-Dade County. A copy of said Notice is attached hereto and
5 incorporated herein by reference.

6 Dated: August 22, 2022.

7
8 CLARK HILL PLLC

9 /s/ Crane M. Pomerantz

10 Crane M. Pomerantz

11 Nevada Bar No. 14103

12 3800 Howard Hughes Parkway, Suite 500

13 Las Vegas, Nevada 89169

14 MCNAMARA SMITH LLP

15 Andrew M. Greene (*Pro Hac Vice Forthcoming*)

16 655 West Broadway, Suite 900

17 San Diego, California 92101

18 *Attorneys for Receiver Thomas W. McNamara*

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of CLARK HILL PLLC and that on August 22, 2022, I served a copy of the foregoing by electronic service to all parties listed in the Court's Odyssey E-File & Serve system.

/s/ Judy Estrada
An Employee of Clark Hill PLLC

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1 CLARK HILL PLLC
Crane M. Pomerantz
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9 *Attorneys for Receiver,*
10 *Thomas W. McNamara*

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 3342962 NOVA SCOTIA LIMITED, a body
14 corporate existing under the laws of the Province
of Nova Scotia, Canada, and 4043434 NOVA
15 SCOTIA LIMITED, a body corporate existing
under the laws of the Province of Nova Scotia,
16 Canada, individually and derivatively on behalf
of ZIPPY CASH LLC, a Nevada limited liability
17 company,

18 Plaintiffs,

19 v.

20 ZIPPY CASH LLC, a Nevada limited liability
company; TOUGH MONEY LLC, a Delaware
21 limited liability company; DUANE TOUGH;
BRENT RUTTMAN; LIO LLC, a Delaware
22 limited liability company; ROBERT L.
STEWART; JOHN F. STEWART; GENE
23 WILLIAMS; SALES CONSULTANTS INT'L,
INC., a New York Corporation; and Z Cash
24 LLC, a Nevada limited liability company,

25 Defendants.

Case No. A-22-851637-B

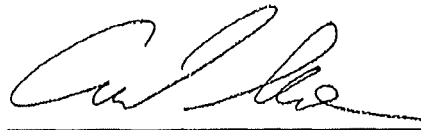
Dept. No. XIII

**NOTICE OF PENDENCY OF ACTION
(LIS PENDENS) RE: 201 AQUA AVE.,
UNIT PH3, MIAMI BEACH, FL 33141**

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1 PLEASE TAKE NOTICE THAT in the above-captioned action, the Court's appointment
2 of Receiver Thomas W. McNamara ("Receiver") for Zippy Cash LLC, Z Cash LLC, Z Cash Inc.,
3 and Zippy.Cash Inc., affects title to and/or possession of real property described as set forth in
4 Exhibit A attached hereto and located at 201 Aqua Ave., Unit PH3, Miami Beach, Florida 33143
5 in that the Court's Order Granting Plaintiff's Motion for Receiver dated July 27, 2022 (the
6 "Order") restrains and enjoins Defendant Duane Tough, an officer of Zippy Cash LLC, from
7 "incurring liens or encumbrances on real property...in the name of a Receivership Entity *or its*
8 *officer(s)*" and from "transferring, liquidating,...selling...or otherwise disposing of any Assets,
9 wherever located,...owned or controlled, directly or indirectly by a Receivership Entity *or its*
10 *officer(s)*" (See Order, attached hereto as Exhibit B, at 7-9, emphasis added). Further, the Order
11 requires the Receiver to "[c]onserve, hold, manage, and prevent the loss of all Assets of the
12 Receivership Entities, and perform all acts necessary or advisable to preserve the value of those
13 Assets" and the Receiver potentially claims rights to the title to said real property on behalf of
14 the Receivership Entities.
15
16

17 Dated this 18th day of August, 2022.

18
19 

20 CLARK HILL PLLC
21 Crane M. Pomerantz
22 Nevada Bar No. 14103
23 3800 Howard Hughes Parkway, Suite 500
24 Las Vegas, Nevada 89169

25 MCNAMARA SMITH LLP
26 Andrew M. Greene (*Pro Hac Vice Pending*)
27 655 West Broadway, Suite 900
28 San Diego, California 92101

Attorneys for Receiver, Thomas W. McNamara

EXHIBIT A

EXHIBIT A

Unit PH3 of Chatham at Aqua, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 22842, Page 4457, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with an undivided share in the common elements.

Parcel Identification Number 02-3211-076-0150

EXHIBIT B

Ann S. Gunn
CLERK OF THE COURT

1 DOMINICA C. ANDERSON (SBN 2988)
2 TYSON E. HAFEN (SBN 13139)
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Attorneys for Plaintiffs
3342962 Nova Scotia Limited and
4043434 Nova Scotia Limited

DISTRICT COURT

CLARK COUNTY, NEVADA

3342962 NOVA SCOTIA LIMITED, a body
corporate existing under the laws of the Province
of Nova Scotia, Canada; and 4043434 NOVA
SCOTIA LIMITED, a body corporate existing
under the laws of the Province of Nova Scotia,
Canada, individually and derivatively on behalf
of ZIPPY CASH LLC, a Nevada limited liability
company

Case No.: A-22-851637-B

Dept. No.: ~~XXXI~~ XIII

ORDER GRANTING PLAINTIFFS'
MOTION FOR APPOINTMENT OF
RECEIVER

Plaintiffs,

vs.

ZIPPY CASH LLC, a Nevada limited liability
company; TOUGH MONEY LLC, a Delaware
limited liability company; DUANE TOUGH;
BRENT RUTTMAN; LIO LLC, a Delaware
limited liability company; ROBERT L.
STEWART; JOHN F. STEWART; GENE
WILLIAMS; SALES CONSULTANTS
INT'L, INC., a New York Corporation; and Z
Cash LLC, a Nevada limited liability company

Defendants.

This matter comes before the Court pursuant to plaintiffs 3342962 NOVA SCOTIA LIMITED
and 4043434 NOVA SCOTIA LIMITED (collectively "Plaintiffs") Motion for Appointment of
Receiver. The Court, after reading all pleadings and other papers on file, examining the evidence and
hearing the arguments of all counsel present during the hearings held on June 30, 2022 and July 18,
2022, finds that good cause exists for the Court to appoint a receiver under NRS § 86.5415 and §
86.5411, as Plaintiffs have demonstrated a likelihood of success that certain defendants have engaged

1 in fraud, collusion or gross mismanagement in their conduct and control of the Zippy Cash LLC
2 ("Zippy Cash" or "Company") and further that Zippy Cash is insolvent or has otherwise been
3 operating in a manner that is greatly prejudicial to the interests of the member Plaintiffs and Zippy
4 Cash's creditor Woopla, Inc. ("Woopla"). Moreover, the Court finds the entity Z Cash LLC was
5 formed by managers and directors of Zippy Cash LLC to potentially usurp the assets and business of
6 Zippy Cash LLC, such that this order and the appointment of receiver shall apply to both Zippy Cash
7 and Z Cash. The Court is further satisfied that Plaintiffs have demonstrated a reasonable likelihood
8 of success on the merits and have otherwise made a reasonable showing of irreparable harm and
9 irretrievable loss which is being suffered or is threatened, absent the relief requested and granted, to
10 both the assets and business of Zippy Cash, including those funds acquired by Zippy Cash in
11 connection with its business relationship with customers. In addition, the Court finds that the balance
12 of equities are aligned with the interests and rights which the Plaintiffs seek to protect and the
13 defendants, bear no hardship in having to preserve and give possession of funds or business assets
14 belonging to Zippy Cash to the appointed Receiver.

15 Accordingly, **IT IS HEREBY ORDERED** that THOMAS W. MCNAMARA, ESQ., of
16 MCNAMARA SMITH LLP, be, and hereby is, appointed receiver ("Receiver") of defendants Zippy
17 Cash LLC and Z Cash LLC (each individually a "Receivership Entity," and collectively the
18 "Receivership Entities"), and pursuant to NRS §86.5415, shall be authorized, subject to the control
19 of this Court, to do ANY AND ALL ACTS necessary to the proper and lawful conduct of
20 said receivership, and, among the usual powers, have all the functions, powers, tenure and duties to
21 be exercised under the direction of the Court as are conferred on receivers and as provided pursuant
22 to NRS §§ 86.5412, 86.5413 and 86.5414 and any other applicable law.

23 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized to accomplish the
24 following, along with any and all other acts necessary to the proper and lawful conduct of
25 the receivership:

- 26 A. Assume full control of the Receivership Entities and act as sole manager or director,
27 and remove as the Receiver deems necessary or advisable, any director, officer,
28

- 1 independent contractor, employee, attorney, or agent of any Receivership Entity from
2 control of, management of, or participation in, the affairs of the Receivership Entity;
- 3 B. Take exclusive custody, control, and possession of all Assets¹ and documents of, or in
4 the possession, custody, or under the control of, any Receivership Entity, wherever
5 situated;
- 6 C. Take exclusive custody, control, and possession of all documents or Assets associated
7 with credits, debits, or charges made on behalf of any Receivership Entity, wherever
8 situated, including reserve funds held by payment processors, credit card processors,
9 merchant banks, acquiring banks, independent sales organizations, third party
10 processors, payment gateways, insurance companies, or other entities;
- 11 D. Conserve, hold, manage, and prevent the loss of all Assets of the Receivership Entities,
12 and perform all acts necessary or advisable to preserve the value of those Assets. The
13 Receiver shall assume control over the income and profits therefrom and all sums of
14 money now or hereafter due or owing to the Receivership Entities. The Receiver shall
15 have full power to sue for, collect, and receive, all Assets of the Receivership Entities
16 and of other persons or entities whose interests are now under the direction,
17 possession, custody, or control of, the Receivership Entities;
- 18 E. Obtain, conserve, hold, manage, and prevent the loss of all documents of the
19 Receivership Entities, and perform all acts necessary or advisable to preserve such
20 documents. The Receiver shall: divert mail; preserve all documents of the
21 Receivership Entities that are accessible via electronic means such as online access to
22 financial accounts and access to electronic documents held onsite or by electronic data
23 hosts, by changing usernames, passwords or other log-in credentials; take possession
24 of all electronic documents of the Receivership Entities stored onsite or remotely; take
25 whatever steps necessary to preserve all such documents;

26
27 ¹ "Asset" or "Assets" means any legal or equitable interest in, right to, or claim to, any property,
28 wherever located and by whomever held.

- 1 F. Choose, engage, and employ attorneys, accountants, appraisers, and other independent
2 contractors and technical specialists or investigators, as the Receiver deems advisable
3 or necessary in the performance of duties and responsibilities under the authority
4 granted by this Order;
- 5 G. Make payments and disbursements from the receivership estate that are necessary or
6 advisable for carrying out the directions of, or exercising the authority granted by, this
7 Order, and to incur, or authorize the making of, such agreements as may be necessary
8 and advisable in discharging his or her duties as Receiver;
- 9 H. If and to the extent the Receivership Entities have conducted business at a physical
10 location, take all steps necessary to secure and take exclusive custody of each location
11 from which the Receivership Entities operate their businesses. Such steps may include,
12 but are not limited to, any of the following, as the Receiver deems necessary or
13 advisable: (1) securing the location by changing the locks and alarm codes and
14 disconnecting any internet access or other means of access to the computers, servers,
15 internal networks, or other records maintained at that location; and (2) requiring any
16 persons present at the location to leave the premises, to provide the Receiver with
17 proof of identification, and/or to demonstrate to the satisfaction of the Receiver that
18 such persons are not removing from the premises documents or Assets of the
19 Receivership Entities. Law enforcement personnel, including, but not limited to,
20 police or sheriffs, may assist the Receiver in implementing these provisions in order
21 to keep the peace and maintain security. If requested by the Receiver, the law
22 enforcement may provide appropriate and necessary assistance to the Receiver to
23 implement this Order and is authorized to use any necessary and reasonable force to
24 do so;
- 25 I. Take all steps necessary to prevent the modification, destruction, or erasure of any
26 web page or website registered to and operated, in whole or in part, by the
27 Receivership Entities;
- 28 J. Enter into and cancel contracts and purchase insurance as advisable or necessary;

- 1 K. Prevent the inequitable distribution of Assets and determine, adjust, and protect the
2 interests of consumers who have transacted business with the Receivership Entities;
- 3 L. Make an accounting, as soon as practicable, of the Assets and financial condition of
4 the receivership and file the accounting with the Court and deliver copies thereof to
5 all parties;
- 6 M. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or otherwise
7 become party to any legal action in state, federal or foreign courts or arbitration
8 proceedings as the Receiver deems necessary and advisable to preserve or recover the
9 Assets of the Receivership Entities, or to carry out the Receiver's mandate under this
10 Order, including but not limited to, actions challenging fraudulent or voidable
11 transfers;
- 12 N. Secure the issuance of subpoenas to obtain documents and records pertaining to the
13 Receivership, and conduct discovery in this action on behalf of the receivership estate;
- 14 O. Open one or more bank accounts at designated depositories for funds of the
15 Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities
16 in such designated accounts and shall make all payments and disbursements from the
17 receivership estate from such accounts. The Receiver shall serve copies of monthly
18 account statements on all parties;
- 19 P. Maintain accurate records of all receipts and expenditures incurred as Receiver;
- 20 Q. Allow the parties and their agents reasonable access to the premises of the
21 Receivership Entities, or any other premises where the Receivership Entities conduct
22 business. The purpose of this access shall be to inspect and copy any and all books,
23 records, documents, accounts, and other property owned by, or in the possession of,
24 the Receivership Entities or their agents. The Receiver shall have the discretion to
25 determine the time, manner, and reasonable conditions of such access or otherwise
26 produce documents electronically by agreement;
- 27 R. Cooperate with reasonable requests for information or assistance from any state or
28 federal civil or criminal law enforcement agency;

- 1 S. Suspend business operations of the Receivership Entities if in the reasonable judgment
- 2 of the Receiver such operations cannot be continued legally and profitably;
- 3 T. If the Receiver identifies a nonparty entity as a Receivership Entity, promptly notify
- 4 the entity as well as the parties, and inform the entity that it can challenge the
- 5 Receiver's determination by filing a motion with the Court. Provided, however, that
- 6 the Receiver may delay providing such notice until the Receiver has established
- 7 control of the nonparty entity and its Assets and records, if the Receiver determines
- 8 that notice to the entity may result in the destruction of records, dissipation of Assets,
- 9 or any other obstruction of the Receiver's control of the entity; and
- 10 U. If in the Receiver's judgment the business operations cannot be continued legally and
- 11 profitably, take all steps necessary to ensure that any of the Receivership Entities' web
- 12 pages or websites relating to the activities alleged in the Complaint cannot be accessed
- 13 by the public, or are modified for consumer education and/or informational purposes,
- 14 and take all steps necessary to ensure that any telephone numbers associated with the
- 15 Receivership Entities cannot be accessed by the public, or are answered solely to
- 16 provide consumer education of information regarding the status of operations.

17 **IT IS FURTHER ORDERED** that all parties and any other person with possession, custody,
18 or control of property of, or records relating to, the Receivership Entities shall, upon notice of this
19 Order by personal service or otherwise, fully cooperate with and assist the Receiver in taking and
20 maintaining possession, custody, or control of the Assets and documents of the Receivership Entities
21 and immediately transfer or deliver to the Receiver possession, custody, and control of the following:

- 22 A. All Assets held by or for the benefit of the Receivership Entities;
- 23 B. All documents or Assets associated with credits, debits, or charges made on behalf of
- 24 any Receivership Entity, wherever situated, including reserve funds held by payment
- 25 processors, credit card processors, merchant banks, acquiring banks, independent sales
- 26 organizations, third party processors, payment gateways, insurance companies, or
- 27 other entities;
- 28 C. All financial and bookkeeping documents of or pertaining to the Receivership Entities;

- 1 D. All computers, electronic devices, mobile devices and machines used to conduct the
- 2 business of the Receivership Entities;
- 3 E. All Assets and documents belonging to other persons or entities under the direction,
- 4 possession, custody, or control of the Receivership Entities; and
- 5 F. All keys, codes, user names and passwords necessary to gain access or to secure access
- 6 to any Assets or documents of or pertaining to the Receivership Entities, including
- 7 access to their business premises, means of communication, accounts, computer
- 8 systems (onsite and remote), Electronic Data Hosts, or other property.

9 In the event that any party or related person or entity fails to deliver or transfer any Asset or
 10 document, or otherwise fails to comply with any provision herein, the Receiver may file an Affidavit
 11 of Non-Compliance regarding the failure and a motion seeking compliance or a contempt order.

12 **IT IS FURTHER ORDERED** that all parties shall cooperate with the Receiver and promptly
 13 provide the Receiver full and unrestricted access to all persons, documents, records, evidence,
 14 physical assets, information, electronic files and data, writings, data compilations, reports, records
 15 books, accounting records or work-papers, bank records financial records, corporate records, ESI,
 16 and any other information the Receiver may deem necessary or appropriate to conduct Receiver's
 17 work.

18 **IT IS FURTHER ORDERED** that defendants Duane Tough and Brent Ruttman, along with
 19 the Receivership Entities, and their officers, agents, employees, and attorneys, and all other persons
 20 in active concert or participation with any of them or who receive actual notice of this Order, whether
 21 acting directly or indirectly, are, until further order of court, hereby restrained and enjoined from:

- 22 A. exercising any powers or doing business whatsoever, except by and through the
- 23 Receiver as provided for in NRS §86.5415(1);
- 24 B. exercising any of their privileges or franchises and from collecting or receiving any
- 25 debts or paying out, selling, assigning or transferring any of their estate, money, lands,
- 26 tenements or effects, including, but not limited to, the Zippy Cash LLC related or
- 27 derived funds on account with IPpay, Bank of America, and Metabank;
- 28

1 C. As per this Court's July 1, 2022 Order For Entry of Preliminary Injunction, all
2 defendants in this action ("Defendants") are enjoined from any destruction or failure
3 to preserve any records of the Receivership Entities or Defendants' personal records
4 of any kind relating to the formation and operation of the Receivership Entities, any
5 accounts or funds related to the operation of the Receivership Entities, or relating to
6 Woopla or Funzpoints transactions;

7 D. Transferring, liquidating, converting, encumbering, pledging, loaning, selling,
8 concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing,
9 granting a lien or security interest or other interest in, or otherwise disposing of any
10 Assets, wherever located, including outside the United States, that are:

- 11 1. owned or controlled, directly or indirectly, by a Receivership Entity or its
12 officer(s), including, but not limited to those for which a Receivership Entity
13 or its officer(s) are a signatory on the account;
- 14 2. held, in part or in whole, for the benefit of any Receivership Entity or its
15 officer(s);
- 16 3. in the actual or constructive possession of any Defendant or any Receivership
17 Entity or its officer(s); or
- 18 4. owned or controlled by, in the actual or constructive possession of, or
19 otherwise held for the benefit of, any corporation, partnership, asset protection
20 trust, or other entity that is directly or indirectly owned, managed or controlled
21 by any Receivership Entity or its officer(s), including any Assets that are held
22 by or for any Receivership Entity or its officer(s) in any account at any
23 financial institution, whether within or without the territorial United States, or
24 with any credit card processing agent, automated clearing house processor,
25 network transaction processor, bank debit processing agent, customer service
26 agent, commercial mail receiving agency, mail holding or forwarding
27 company, credit union, retirement fund custodian, money market or mutual
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fund, or storage company, including BUT NOT LIMITED TO the following accounts:

Bank of America, account number: xxxx xxxx 0365

- E. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of any Receivership Entity or its officer(s) or subject to access by any Receivership Entity or its officer(s);
- F. Incurring charges or cash advances on any credit, debit, or ATM card issued in the name, individually or jointly, of any Receivership Entity or its officer(s) or any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Receivership Entity or its officer(s) or of which any Receivership Entity or its officer(s) is an officer, director, member, or manager. This includes any corporate bankcard or corporate credit card account for which any Receivership Entity or its officer(s) is, or was on the date that this Order was signed, an authorized signor; or
- G. Cashing any checks or depositing or processing any payments received from consumers, clients, or customers of any Receivership Entity or its officer(s).
- H. Incurring liens or encumbrances on real property, personal property, or other Assets in the name, singly or jointly, of a Receivership Entity or its officer(s) or of any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Receivership Entity or its officer(s).

IT IS FURTHER ORDERED that all parties shall immediately provide to the Receiver:

- A. A list of all Assets and accounts of the Receivership Entities that are held in any name other than the name of a Receivership Entity, or by any person other than a Receivership Entity;
- B. A list of all agents, employees, officers, attorneys, servants, and those persons in active concert and participation with the Receivership Entities, or who have been associated with or done business with the Receivership Entities;

- 1 C. A description of any documents covered by attorney-client privilege or attorney work
2 product, including files where such documents are likely to be located, authors or
3 recipients of such documents, and search terms likely to identify such electronic
4 documents;
- 5 D. An accounting for all amounts transferred or deposited by Woopla or other Zippy Cash
6 Customers in 2021 and 2022 or to accounts held by or controlled by the Receivership
7 Entities or Defendants;
- 8 E. An accounting for all income or other amounts transferred to or obtained by any party
9 in relation to the operation of the Receivership Entities;
- 10 F. An accounting for all loans or indebtedness or investments claimed, together with all
11 loan instruments and indicia of payment by any party in relation to the Receivership
12 Entities;

13 **IT IS FURTHER ORDERED** that each of the Receivership Entities shall assemble and
14 produce their books and business records for review and copying by Plaintiffs in accordance with
15 rights granted in the Article 5.1 and 5.2 of the Zippy Cash Operating Agreement and NRS § 86.241(2)
16 and (3), within 10 days of appointment of the Receiver. To the extent protection is desired and
17 appropriate for such records, records may be marked or designated as "CONFIDENTIAL –
18 SUBJECT TO PROTECTIVE ORDER" as provided in the Confidentiality Agreement and Protective
19 Order entered by the Court on June 27, 2022 ("Protective Order") the Receiver and all persons
20 appointed or employed by the Receiver shall be bound by the terms of the Protective Order as if it or
21 they were a party thereto.

22 **IT IS FURTHER ORDERED** that before entering upon the duties of this trust, the said
23 Receiver shall file with the Clerk of this court, a surety company bond for the faithful discharge of
24 its duties as Receiver, in the sum of \$50,000.00 together with an oath executed by it that it will
25 faithfully and fairly discharge the trust committed to it by this Order

26 **IT IS FURTHER ORDERED** that the Receiver's compensation shall be paid from the
27 receivership estate, or otherwise from Assets held by the Receivership Entities. In the event it is
28 determined by the Receiver that Receivership Entities have no Assets, or until such Assets are

1 identified, retrieved and/or controlled by the Receiver, the Receiver's compensation shall be paid *pro*
2 *rata* by members of Zippy Cash (45% by Tough Money, 5% by LIO LLC, 50% by Plaintiffs).

3 **IT IS FURTHER ORDERED** that this receivership shall continue in effect until any further
4 order of this Court.

Dated this 27th day of July, 2022

5
6 SIGNED _____, 2022.



DISTRICT COURT JUDGE

8 Respectfully Submitted by:
9 DUANE MORRIS LLP

3BA EEF FE2F 9CD7
Mark R. Denton
District Court Judge

10 /s/ Tyson E. Hafen
11 Tyson E. Hafen (SBN 13139)
12 *Attorneys for Plaintiffs*

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1 CSERV

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 3342962 Nova Scotia Limited,
7 Plaintiff(s)

CASE NO: A-22-851637-B

8 vs.

DEPT, NO. Department 13

9 Zippy Cash LLC, Defendant(s)

10
11 AUTOMATED CERTIFICATE OF SERVICE

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order Granting Motion was served via the court's electronic eFile
14 system to all recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 7/27/2022

- 16 Jana Dailey jldailey@duanemorris.com
- 17 Tyson Hafen tehafen@duanemorris.com
- 18 CaraMia Gerard cgerard@mcdonaldcarano.com
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