

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

CASE NO. 8:09-cv-0087-T-26TBM

ARTHUR NADEL; SCOOP CAPITAL,  
LLC; AND SCOOP MANAGEMENT, INC.,

Defendants,

SCOOP REAL ESTATE, L.P.; VALHALLA  
INVESTMENT PARTNERS, L.P.; VALHALLA  
MANAGEMENT, INC.; VICTORY IRA FUND,  
LTD.; VICTORY FUND, LTD.; VIKING IRA  
FUND, LLC; VIKING FUND, LLC; AND VIKING  
MANAGEMENT, LLC,

Relief Defendants.

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**NOTICE OF DEADLINE REQUIRING FILING OF  
PROOFS OF CLAIM ON OR BEFORE SEPTEMBER 2, 2010**

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST ANY OF THE DEFENDANTS; RELIEF DEFENDANTS; VENICE JET CENTER, LLC; TRADEWIND, LLC; LAUREL MOUNTAIN PRESERVE, LLC; LAUREL PRESERVE, LLC; MARGUERITE J. NADEL REVOCABLE TRUST UAD 8/2/07; LAUREL MOUNTAIN PRESERVE HOMEOWNERS ASSOCIATION, INC.; THE GUY-NADEL FOUNDATION; LIME AVENUE ENTERPRISES, LLC; A VICTORIAN GARDEN FLORIST, LLC; VIKING OIL & GAS, LLC; AND/OR HOME FRONT HOMES, LLC:

On January 21, 2009, the Securities and Exchange Commission sued Defendants and Relief Defendants Arthur Nadel; Scoop Capital, LLC; Scoop Management, Inc.; Scoop Real Estate, L.P.; Valhalla Investment Partners, L.P.; Valhalla Management, Inc.; Victory IRA Fund, Ltd.; Victory Fund, Ltd.; Viking IRA Fund, LLC; Viking Fund, LLC; and Viking Management, LLC and requested that the Court appoint a Receiver for all Defendants and Relief Defendants except for Arthur Nadel. As a result of this action, the Court appointed Burton W. Wiand as Receiver for all of the Defendants and Relief Defendants except for Arthur Nadel. By several subsequent Orders, the Court expanded the Receivership to include: the Venice Jet Center, LLC; Tradewind, LLC; Laurel Mountain Preserve, LLC;

Laurel Preserve, LLC; Marguerite J. Nadel Revocable Trust UAD 8/2/07; Laurel Mountain Preserve Homeowners Association, Inc.; the Guy-Nadel Foundation; Lime Avenue Enterprises, LLC; A Victorian Garden Florist, LLC; Viking Oil & Gas, LLC; and Home Front Homes, LLC. All of the entities and trust in receivership are hereinafter referred to collectively as the “Receivership Entities” and Receivership Entities Scoop Real Estate, L.P.; Valhalla Investment Partners, L.P.; Victory IRA Fund, Ltd.; Victory Fund, Ltd.; Viking IRA Fund, LLC; and Viking Fund LLC are referred to collectively as the “Hedge Funds.” Mr. Wiand has the full and exclusive power, duty, and authority to administer and manage the business affairs, funds, investments, property, assets, causes in action, and any other property of the Receivership Entities; to marshal and safeguard all of the Receivership Entities’ assets; and to take whatever actions are necessary for the protection of the Receivership Entities’ investors.

The Receiver and his Professionals have spent considerable time and resources examining voluminous documents relating to the Receivership Entities, including their financial information. With respect to the Hedge Funds, based on this examination and to the extent possible, the Receiver has determined a Net Investment Amount for many investor “accounts.”<sup>1</sup> The Net Investment Amount for an account is calculated by adding all amounts contributed by the pertinent investor(s) to an account and subtracting all payments made to that accountholder(s) and/or in connection with that account, regardless of whether those payments were characterized as interest, earnings, profits, returns or redemptions of principal, incentive fees, management fees or by any other terminology. For example, an account that had a total investment of \$100,000 and in connection with which \$50,000 was distributed to the related investor(s) would have a Net Investment Amount of \$50,000.

To the extent the Receivership Entities do not have sufficient funds to pay all valid claims, the recipients and amounts of the Receiver’s distributions will be based on the Net Investment Amounts for investors. **By identifying and providing a Net Investment Amount for an account (as provided as an attachment to the Proof of Claim Forms mailed to investors where possible) the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.** If amendment of a Net Investment Amount is warranted, the Receiver will mail notice of the amendment to the investor(s) who, according to the Receiver’s records, is (are) associated with the affected account and give such investor(s) an opportunity to respond.

On April 21, 2010, the Court entered an order (the “**Claim Bar Date Order**”) establishing September 2, 2010 (the “**Claim Bar Date**”) as the last date for each person or

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<sup>1</sup> Although the Receivership Entities did not maintain separate investor accounts, the purported statements they created and distributed related to fictitious accounts.

entity (including individuals, partnerships, corporations, joint ventures, estates, trusts, and governmental units) to file a Proof of Claim against the Receivership Entities.

Any person or entity that submits a Proof of Claim submits to the exclusive jurisdiction of the United States District Court for the Middle District of Florida for all purposes, including, without limitation, as to any claims, objections, defenses, or counterclaims that could be or have been asserted by the Receiver against such claimant or the holder of such claim in connection with this Receivership, including those arising out of (1) any dealing or business transacted by or with any Receivership Entity or (2) any dealing or business transacted that relates in any way to any property in the possession of the Receivership. Further, claimants waive any right to a jury trial with respect to such claims, objections, defenses, and counterclaims.

The Claim Bar Date and the procedures set forth below for filing a Proof of Claim apply to all claims against any of the Receivership Entities.

## **1. WHO MUST FILE A PROOF OF CLAIM**

If you think that you may have a claim, you **MUST** file a Proof of Claim to share in distributions from the Receivership Estate. A claim based on acts or omissions of any Receivership Entity must be filed on or before the Claim Bar Date, even if such claim is not now mature, fixed, liquidated, or certain, or does not become mature, fixed, liquidated, or certain before the Claim Bar Date.

## **2. WHAT TO FILE**

To make the process less burdensome for investors, the Court authorized the Receiver to provide a Net Investment Amount on an attachment to the Proof of Claim Form for each account for which it was possible for the Receiver to do so. **By identifying and providing a Net Investment Amount for an account (as provided with the Proof of Claim Forms mailed to investors) the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.**

If you were provided a Net Investment Amount on the attachment to the Proof of Claim Form you received and you agree with the specified amount, then you do not need to provide to the Receiver any documentation supporting your claim. However, you **must** still complete and sign the Proof of Claim Form, under penalty of perjury, and return it to the Receiver so that it is **received** on or before the Claim Bar Date, as specified in section 3 below.

If you disagree with the Net Investment Amount provided on the attachment to the Proof of Claim Form that you have received or no Net Investment Amount was identified on the attachment to your Proof of Claim Form, you must provide to the Receiver by the Claim Bar Date (1) the amount you contend is the correct amount you invested in and received from

any Receivership Entity and (2) legible copies of all documents on which you base your claim or, if any such documents are not available, a detailed explanation as to why any such documents are not available.

If you were not an investor, but believe you are or may be a creditor of one of more of the Receivership Entities, you must provide to the Receiver by the Claim Bar Date (1) the amount you contend you are owed from any Receivership Entity; (2) any amounts received from any Receivership Entity; and (3) legible copies of all documents on which you base your claim (i.e., all invoices for services or goods provided, loan documents, etc.) or, if any such documents are not available, a detailed explanation as to why any such documents are not available.

Investors who, according to the Receiver's records, have multiple accounts will receive a Proof of Claim Form for each account. You **must** return completed and signed Proof of Claim Forms for each account to preserve all your claim(s). Failure to timely return a completed and signed Proof of Claim for an account will forever bar any claim related to that account.

If the Receiver discovers that the Net Investment Amount provided on an attachment to the Proof of Claim Form is not accurate, the Receiver will amend the Net Investment Amount and mail notice of such amendment along with an amended Proof of Claim Form to you. You then will have the later of either (1) the Claim Bar Date or (2) thirty (30) days from the date such notice was mailed to return the amended Proof of Claim Form to the Receiver. Failure to timely return a completed and signed amended Proof of Claim Form for an account will forever bar any claim related to that account.

Each Proof of Claim you file **must** conform substantially to the Proof of Claim Form and provide responses to all of the questions in the Proof of Claim Form that either (1) was mailed to you along with this Notice or (2), if you have not received one by mail, was posted on the Receiver's website at [www.nadelreceivership.com](http://www.nadelreceivership.com). Altered forms will not be accepted. A copy of a Proof of Claim Form also may be obtained from Maya M. Lockwood, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, FL 33607, (813) 347-5100.

Each Proof of Claim you file **must** be signed under penalty of perjury by the Claimant or, if the Claimant is not an individual, by an authorized agent of the Claimant. Each Proof of Claim **must** be legible, written in English, and denominated in United States currency.

### **3. WHEN AND WHERE TO FILE**

Except as provided for in this Notice, all Proofs of Claim must be delivered by mail or otherwise so as to be **received on or before September 2, 2010** at the following address:

Burton W. Wiand, Receiver  
c/o Maya M. Lockwood, Esquire  
WIAND GUERRA KING P.L.  
3000 Bayport Drive  
Suite 600  
Tampa, FL 33607

DO NOT SEND YOUR PROOF OF CLAIM FORM TO THE COURT OR JUDGE  
PRESIDING OVER THIS CASE.

**4. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY  
THE BAR DATE**

ANY HOLDER OF A CLAIM OR POTENTIAL CLAIM THAT FAILS TO FILE A  
PROOF OF CLAIM (1) THAT FULLY COMPLIES WITH ALL REQUIREMENTS SET  
FORTH IN THIS NOTICE **AND** (2) BY THE CLAIM BAR DATE WILL BE FOREVER  
BARRED, ESTOPPED, AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST  
THE RECEIVERSHIP ENTITIES, THEIR SUCCESSORS, THEIR RESPECTIVE  
PROPERTY, THE RECEIVER, OR THE RECEIVERSHIP ESTATE, AND FROM  
PARTICIPATING IN ANY DISTRIBUTION FROM THIS RECEIVERSHIP.

**A holder of a claim or potential claim against a Receivership Entity may wish to  
consult an attorney regarding matters in connection with this Notice.**

Dated June 4, 2010, Tampa, Florida.

Maya M. Lockwood, Esquire  
WIAND GUERRA KING P.L.  
3000 Bayport Drive  
Suite 600  
Tampa, FL 33607  
[mlockwood@wiandlaw.com](mailto:mlockwood@wiandlaw.com)