

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No.: 24-80980-CV-MIDDLEBROOKS

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

WELLS REAL ESTATE INVESTMENT, LLC,
JANALIE C. JOSEPH
A/K/A JANALIE C. BINGHAM, and
JEAN JOSEPH,

Defendants.

CAMBRIDGE REAL ESTATE MANAGEMENT, LLC,
60 YACHT CLUB, LLC, 112 SOUTH OLIVE, LLC,
791 PARKSIDE HOME, LLC, 910 PARKSIDE, LLC,
930 PARKSIDE, LLC,
976 PALM BEACH SQUARE, LLC,
1070 BOCA RATON SQUARE, LLC,
2082 PARADISE PALM, LLC,
2295 CORPORATE BLVD LLC, 4050 NW, LLC,
4100 HOSPITAL OFFICE, LLC, 4800 FEDERAL, LLC,
7352 VALENCIA, LLC, 7483 VALENCIA, LLC,
BOCA DEERFIELD PROPERTIES, LLC,
DAYBREAK HOME, LLC,
GLOBE OFFICES, LLC, GLOBE PROPERTY OFFICES, LLC,
LW SQUARE OFFICE, LLC,
MARTINIQUEÂ INVESTMENTS LLC
a/k/a MARTINIQUE'S INVESTMENTS LLC,
OAKLAND LAND PROPERTY, LLC, and
SOUTH OLIVE OFFICE, LLC,

Relief Defendants.

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RECEIVER'S THIRD INTERIM STATUS REPORT

Andres Rivero, as receiver (the “Receiver”) for Wells Real Estate Investment, LLC, and relief defendants Cambridge Real Estate Management, LLC, 60 Yacht Club, LLC, 112 South Olive, LLC, 791 Parkside Home, LLC, 910 Parkside, LLC, 930 Parkside, LLC, 976 Palm Beach Square, LLC, 1070 Boca Raton Square, LLC, 2082 Paradise Palm, LLC, 2295 Corporate Blvd. LLC, 4050 NW LLC, 4100 Hospital Office, LLC, 4800 Federal, LLC, 7352 Valencia, LLC, 7483 Valencia, LLC, Boca Deerfield Properties, LLC, Daybreak Home, LLC, Globe Offices, LLC, Globe Property Offices, LLC, LW Square Office, LLC, Martinique Investments, LLC a/k/a Martinique’s Investments LLC, Oakland Land Property, LLC, and South Olive Office, LLC, (collectively, the “Receivership Defendants”) files his Third Interim Status Report setting forth his activities and efforts to fulfill his duties pursuant to the Order under which he was appointed for the period from January 1, 2025 through March 31, 2025 (the “Reporting Period”).

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I. BACKGROUND

The Receiver filed his First Interim Report [ECF No. 74] on October 30, 2024. The First Interim Report provides background information on the events that led to the appointment of the Receiver and a detailed description of the Receivership Defendants.¹ For brevity, the Receiver will not repeat all the information contained in the First Interim Report but refers all interested parties to the First Interim Report for additional background information.

On August 14, 2024, the Court entered an Order granting the SEC's Emergency *Ex Parte* Motion and Memorandum of Law for Asset Freeze and Other Relief [ECF No. 12] ("Asset Freeze Order") and an Order granting the SEC's Emergency *Ex Parte* Motion and Memorandum of Law for Appointment of Receiver [ECF No. 11] ("Receivership Order"). Among other things, the Receivership Order appointed Andres Rivero as Receiver over the Receivership Defendants and the Asset Freeze Order placed a temporary injunction against all bank and brokerage accounts owned by the Receivership Defendants. Additionally, on September 17, 2024, the Court entered an Order Granting Preliminary Injunction [ECF No. 65] ("Preliminary Injunction"), expanding the temporary injunction previously entered in the Asset Freeze Order.

II. ACTIONS TAKEN BY THE RECEIVER DURING THE REPORTING PERIOD

A. Employment of Professionals

As discussed in the First Interim Status Report, the Receiver filed his application to hire Rivero Mestre as his counsel [ECF No. 14], and his application to hire EisnerAmper as his forensic accounts [ECF No. 59]. Additionally, as reported in the Receiver's Second Interim Status Report, the Receiver has engaged the law firm of Day Pitney LLP ("Day Pitney") to join

¹ All terms will have the same meaning as defined in the First Interim Report.

his team of professionals. On October 18, 2024, the Receiver filed his Application to Employ Day Pitney LLP as Real Estate Counsel [ECF No. 72], and on October 29, 2024, the Court entered its' Order Granting Receiver's Application to Employ Day Pitney as Real Estate Counsel. [ECF No. 73].

During the Reporting Period, the Receiver has continued to use the services of these professionals. The professionals have been instrumental to the Receiver's success in this case thus far, helping him with marshalling and securing the various Receivership Defendants' assets; identifying and recovering additional assets for the benefit of the Estate; assisting with Tax related matters; and assisting the Receiver with reviewing, and negotiating potential sale terms for several of the Receivership properties, which are discussed in more detail below.

In addition to Rivero Mestre, EisnerAmper, and Day Pitney, during the Reporting Period the Receiver engaged the services of The Keyes Company ("Keyes") a real estate brokerage firm, to assist the Receiver with marketing and listing for sale the Residential Properties within the Receivership Estate. *See* Order Granting Receiver's Motion to Employ Real Estate Broker [ECF No. 90].

B. Preserving Receivership Real Properties

i. Management of Properties

As stated in the Receiver's prior Status Reports, the primary assets in the Receivership Estate are several real properties located across south Florida. The Receiver, with the assistance of his professionals, has continued to oversee the management of the Receivership properties during the reporting period. The properties within the Receivership Estate are categorized as: (1) the commercial properties (the 4100 Hospital Office Property, the LW Square Property, the 4800 Federal Property, the 4050 NW Property, the 2295 Corporate Blvd. Property, and the Oakland

Land Property) and; (2) the residential properties (the 930 Parkside Property, the 60 Yacht Club Property, the 976 Palm Beach Property, the 910 Parkside Property, the 1070 Boca Property, and the Boca Square One Property). Tasks related to the management of the properties include maintenance of landscaping, scheduled cleaning of premises, timely paying of utility bills, and collecting rent payments.

ii. The Commercial Properties

The Receiver assumed control of commercial properties owned by Receivership Defendants 4100 Hospital, LW Square, 4800 Federal, 4050 NW, 2295 Corporate Blvd., and Oakland Land Property. Of the commercial properties, only those owned by 4100 Hospital, LW Square, and Oakland Land Property are occupied with tenants.

The Receiver has spent a substantial amount of time managing the commercial properties—primarily the 4100 Hospital and LW Square properties. The Receiver has continued to make timely payments for all electric, water, and waste management bills associated with the commercial properties.

The Receiver continues to collect and keep track of each tenant's monthly rent and has engaged a bookkeeper to assist with updating the rent rolls for each of the commercial properties with tenants. According to the Receiver's review and analysis, the rent payments for the 4100 Hospital property generate approximately \$20,559.91 in monthly income to the Receivership Estate, the LW Square property generates approximately \$19,939.43 in monthly income to the Receivership Estate, and the Oakland Land Property generates approximately \$5,803.02 in monthly income. The remaining commercial properties are vacant.

Due to the indebtedness of the Receivership Estate, primarily to mortgage lenders, condominium associations, and expenses related to rectifying issues due to prior neglect and

mismanagement of the commercial properties, these rent incomes do not result in sufficient cash flow for the Receivership Estate.

The Receiver has been actively developing a plan for the disposition of the commercial properties to maximize profitability for the Receivership, and as discussed in more detail below closed on the sale of the 2295 Corporate Blvd. property during the Reporting Period. When the Receiver was appointed, foreclosure proceedings were initiated by the mortgage lenders for all the commercial properties except the Oakland Land Property. The Receiver successfully stayed these actions, and such actions remained stayed during this Reporting Period.

During the Reporting Period, the Receiver has continued negotiations with the lender for the 4100 Hospital and LW Square properties regarding a potential settlement for the disposition of the properties. At the same time, the Receiver is exploring other avenues of disposition for these properties to ensure the best possible outcome.

During the Reporting Period, the Receiver engaged (pending the Court's approval) Fausto Commercial, a real estate brokerage firm with experience in marketing and selling commercial properties in the South Florida area, to list and sell the commercial properties.

Additionally, during the Reporting Period, the Receiver was approached by a member of the City of Plantation's Planning, Zoning and Economic Development department (the "City"), who expressed interest in the 4100 Hospital and 4050 NW properties. The City is working with a real estate company that has worked on several development projects for the City. The Receiver has not yet received an offer from the City.

The maintenance related work the Receiver has done to maintain the commercial properties during the Reporting Period is detailed further below.

a. The 4100 Hospital Property

The 4100 Hospital property is made up of several medical office units and has 18 tenants. The Receiver has continued to collect rent payments from the tenants on the 4100 Hospital property, while also overseeing ongoing property maintenance and monitoring the overall condition of the property to ensure it remains clean and safe.

The Receiver has a landscaper visit the 4100 Hospital property on a bi-weekly basis to ensure that the grass, trees, and shrubbery are maintained to avoid the reissuance of city code violations pertaining to landscaping. A janitorial servicing company also visits the property twice a week to take care of cleaning the common areas in the property as well as litter and trash that collects on the sidewalks and parking areas.

The 4100 Property was cited for several city code violations, mainly due to neglected landscape maintenance and buildup of trash and litter in the parking lot and sidewalk areas. The Receiver has successfully addressed and resolved violations concerning landscaping, litter, shrubbery, and similar issues. However, several outstanding code violations issued by the City of Plantation remain, including: (1) repairing roof foundation and damage; (2) resurfacing broken parking area and potholes; (3) pressure cleaning walkways and sidewalks; and (4) trimming low hanging branches in the parking and sidewalk areas. These violations were issued prior to the commencement of the Receivership.

A code-enforcement hearing for these remaining violations was originally scheduled for November 15, 2024. The Receiver previously obtained an extension to postpone the hearing to February 20, 2025. During this Reporting Period, the Receiver has continued to work with the city code enforcement to address the violations, and as a result of this ongoing engagement, the hearing has been further postponed and has not yet been rescheduled.

In addition to addressing the code violations, during the Reporting Period, the Receiver also managed various repairs and maintenance issues at the 4100 Hospital property. These efforts included plumbing repairs within individual units, replacement of emergency lighting, and air conditioning repairs in certain units to prevent leaks.

Unfortunately, during the Reporting Period, the HVAC Chiller system for the property completely shut down. Initially, the Receiver reached out to vendors to receive quotes to repair the HVAC Chiller system. However, the Receiver was advised that because the chiller was close to 16 years old, repairs would be futile, and the chiller would soon need to be repaired again. The more economically feasible option would be to replace the chiller completely or rent one from a vendor. The Receiver considered the option of a full replacement but given the tonnage of the chiller that would be needed, costs would be over \$100,000.00.

Instead, the Receiver contacted a vendor, Cooling Power Corporation (“Cooling Power”), which rents out the HVAC Chiller system for the LW Square property to obtain a quote. The Receiver also obtained a quote from Airstron Mechanical (“Airstron”). Airstron’s quote for monthly payments to rent a chiller system was \$9,000 a month with an initial installation cost of \$33,512, and Cooling Power’s monthly quote was for \$7,725 a month with an installation fee of \$1,980. Accordingly, the Receiver contracted with Cooling Power to remove and replace the old chiller with the rental chiller unit. Since replacing the chiller unit, there have been no further issues related to the air conditioning system

b. The LW Square Property

The LW Square property holds a Bank of America which takes up the entire first floor and has one tenant located in a second floor suite. The remaining suites in the LW Square property are vacant. During the Reporting Period, the Receiver continued to collect rents from

the two tenants at the property and remained responsible for the property's ongoing maintenance and operational expenses. This included overseeing landscaping services, coordinating janitorial cleaning of common areas, and ensuring timely payment of utility bills such as electricity (FPL), water, waste management, and rental of the AC cooling tower. Additionally, the Receiver continues to make monthly payments to Lane Elevator, the property's elevator service provider, to ensure proper maintenance of the elevators.

During this Reporting Period, there were some issues regarding the air conditioning/thermostat system in the property. On around March 24, 2025, the air conditioning stopped properly cooling the first floor and upstairs office units. Accordingly, the Receiver engaged an air conditioning repair company to run a diagnostic on the air units and give the Receiver a quote for necessary repairs. Due to the urgency of the situation, the Receiver went with the first available company that could get a crew to the units the fastest.

The two main air conditioning units which cool the suites required a coil replacement as well as cleaning of the internal filters. The air conditioning repair company also fixed the thermostat and made sure it was set to the correct cooling temperatures. Unfortunately, the repairs have not held up—likely because the units were in very poor condition and are older. The Receiver continues to work with the air conditioning company to come up with a more permanent resolution to prevent the air conditioning from continuing to break down.

The annual elevator inspection also took place during the Reporting Period. There were minor violations, which the Receiver addressed with Lane Elevator, the Receiver's elevator service company. Lane Elevator handled the violations, which included installing an emergency telephone system on the elevators. Once the repairs were completed, Lane Elevator coordinated

an updated inspection, which has yet to occur. Once the reinspection occurs, the Receiver anticipates receiving updated certificates for the elevators.

c. The 4800 Federal Property

The 4800 Federal Property is a commercial restaurant unit with an industrial kitchen. The 4800 Federal property is currently vacant. During the Reporting Period the Receiver has been in contact with the building's management company, Commercial Florida Realty Services, LLC ("Commercial Florida"), which has expressed interest in listing and selling the unit. Commercial Florida is an asset and investment management firm with a focus on real estate located in Boca Raton, Florida. Commercial Florida typically sells units within the building.

During the Reporting Period, the Receiver with the assistance of his counsel prepared an initial draft of a listing agreement with Commercial Realty to list the unit. The Receiver requested an updated lender payoff to determine what would be a reasonable listing price. Once the Receiver gets the payoff from the lender, the Receiver plans on finalizing the listing agreement with Commercial Realty.

d. The 4050 NW Property

The 4050 NW property is a standalone two-story commercial building located in Plantation, Florida. There has been no significant change in the status of the 4050 NW property since the first and second status reports. The 4050 NW property remains vacant and secured by the Receiver. As stated above, the city representative has expressed interest from a prospective buyer to purchase the property as part of a larger development project. However, no formal offer has been made.

e. The 2295 Corporate Blvd. Property

The 2295 Corporate property consists of five adjacent office suites in a commercial building located in Boca Raton, Florida. As discussed in the last status report, the Receiver received an offer to purchase the 2295 properties for \$1.5 million. The Receiver, through the assistance of Rivero Mestre and Day Pitney, executed a Purchase and Sale Agreement, which included several provisions favorable to the Receivership Estate. On February 28, 2025, the Receiver filed the motion for authorization to sell the 2295 property (the “Sale Motion”) [ECF No. 92], and on March 5, 2025, the Court entered an order granting the sale motion (the “Sale Order”) [ECF No. 94].

Thereafter, the Receiver’s real estate counsel, Day Pitney, worked expeditiously on preparing all documents and other materials needed for the closing. On March 27, 2025, the Receiver closed on the sale of the 2295 property in accordance with the terms laid out in the Sale Motion. At closing, the Receiver was able to pay off the mortgage lender and condominium association. The remaining proceeds yielded \$405,132.24 in profit for the Receivership Estate.

f. The Oakland Land Property

The Oakland Land property consists of two lots which are located adjacent to the LW Square property. There is a tow-truck company on the property that is paying monthly rent to the Receivership. During the Reporting Period, the Receiver continued to collect rent from the tenant, which generated approximately \$5,803 monthly income for the Receivership Estate.

During the Reporting Period, the Receiver also contacted the lender that originally financed Oakland Land property’s purchase. The Receiver confirmed that the first mortgage was satisfied, and that the lender has no outstanding lien on the property. The Receiver then discovered that the property was refinanced with another lender. The principal amount of the

refinance loan was \$1,543,000.00. The Receiver has requested an updated payoff amount from the lender to determine the updated amount of what is owed to the lender.

iii. The Residential Properties

The Receiver also assumed control over residential properties located throughout Boca Raton, West Palm Beach, and Broward County, Florida. Like the commercial properties, some residential properties had tenants while others were vacant. During the Reporting Period, the Receiver continued to collect rents from tenants, ensuring that all rent monies are deposited into the Receivership Estate.

Like with the commercial properties, mortgage lenders have initiated foreclosure proceedings against the residential properties. Additionally, Homeowners Associations (“HOAs”) for certain of the residential properties have either initiated foreclosure proceedings or reached out to the Receiver to collect past due payments owed to the HOA. As reported in the prior status reports, the Receiver has successfully stayed all foreclosure actions pending over the residential properties. The Receiver and his counsel have had multiple discussions with the lenders and HOA creditors for the residential properties.

The Receiver is exploring options for the disposition of the residential properties. In preparation for a potential sale, the Receiver engaged Keyes and executed exclusive listing agreements with Keyes to sell the residential properties. During the Reporting Period, the 930 Parkside, Boca Square One, 60 Yacht Club, and 1070 Boca properties were put on the market.

The Receiver also executed listing agreements with Keyes for the 910 Parkside and 976 Palm Beach Square properties. For reasons discussed below, those properties have not yet been listed.

a. The 930 Parkside Property

The 930 Parkside property is a residential home located in Boca Raton, Florida, and was previously used as the personal residence of Bingham and Joseph. The 930 Parkside property is currently vacant and does not generate income for the Receivership Estate. During the Reporting Period, the Receiver continued to pay the monthly electric and water utility bills as they became due. The Receiver has also retained a landscaper who services the property on a bi-weekly basis.

During the Reporting Period, the Receiver also entered into a listing agreement with Keyes to market the 930 Parkside property for sale. The property has been actively listed, and Keyes has conducted multiple showings of the home. However, as of the date of this report, no formal offer has been received.

b. The 60 Yacht Club Property

During the Reporting Period, the Receiver continued collecting rent from the tenant in the 60 Yacht Club property. The Receiver entered into a listing agreement with Keyes to market and sell the property, and the property was officially listed. Initially, the tenant expressed interest in purchasing the unit for \$500,000. However, the real estate agent with Keyes was not able to confirm proof of funds and no formal offer was submitted. Accordingly, Keyes continues to market the property. Besides the tenant, there were no other offers made on the property.

c. The 976 Palm Beach Property

The 976 Palm Beach Property is a one-story residential home located in Margate, Florida. Currently, there is a tenant living in the home. As reported in past status reports, the Receiver has made several attempts to collect rent from the tenant to no avail. During this Reporting Period, the Receiver initiated eviction proceedings against the tenant in Broward County.

On March 18, 2025, the Receiver served the tenant with a 3-day demand notice to vacate the property. Following the expiration of the statutory waiting period, the Receiver filed an eviction complaint, and the tenant was served with the complaint on March 31, 2025. The Receiver intends to proceed with the eviction process in order to obtain possession of the property and secure the property for the Receivership Estate. Once the property is secured, Keyes will list the property for sale on the market.

The Receiver is also exploring other avenues for disposition of this property, including negotiating terms for a potential agreement with the lender for the property.

d. The 910 Parkside Property

During the Reporting Period, the Receiver also continued to collect rent from the tenants at the 910 Parkside property, and the tenants remain responsible for maintenance of the property pursuant to the second addendum to the lease executed during the second reporting period.

The Receiver executed a listing agreement with Keyes for the 910 Parkside property; however, the property has not yet been listed. Keyes made multiple attempts to coordinate with the tenants for listing photographs and showings, but the tenants were initially unresponsive. The Receiver contacted the tenants' attorney after they expressed concern that the listing might interfere with their lease. After the Receiver provided assurances, the tenants allowed Keyes to coordinate directly with them.

During the Reporting Period, a potential buyer has shown interest in the 910 Parkside property and made a proposed offer to purchase the property for \$1.55 million. However, the potential buyer would like to see the interior of the home first. The Receiver, with the assistance of Keyes, hopes to pursue this offer in the next reporting period.

e. The 1070 Boca Property

The 1070 Boca property is a beachfront residential apartment located in Riviera Beach, Florida. The 1070 Boca Property is vacant and does not generate any rental income.

Like the other Receivership properties, the lender has filed a foreclosure action against 1070 Boca. The Receiver succeeded in staying the foreclosure action, as reported during the last reporting period. During the Reporting Period, the Receiver signed a listing agreement with Keyes to sell the property and the property was placed on the market. No offers to purchase the property have been submitted. Additionally, the Receiver opened an FPL account for the 1070 Boca property as was needed to conduct showings.

f. The Boca Square One Property

The Boca Square One property is a four-bedroom residential home located in Boca Raton, Florida, and is owned by Boca Square One, LLC. During the Reporting Period, the Receiver listed the property for sale through The Keyes Company, and it is currently on the market.

To ensure the property remains presentable and marketable, the Receiver has undertaken necessary maintenance efforts, including cleaning and chemically treating the pool, establishing ongoing pool service, and retaining a landscaper to maintain the lawn. Additionally, the Receiver opened an FPL account to provide electricity service, which was necessary to facilitate property showings.

The property had been cited for violations by the city of Boca Raton for stagnant water causing the pool to accumulate algae and landscaping related violations. The Receiver was notified of such violations by a code enforcement officer on March 10, 2025. The Receiver quickly contacted the city to get water back up on the property, contracted with a pool service

company to clean the pool as stated above, and added the property to the Receiver's landscaper's schedule. As a result, the code violations were corrected, and the Receiver avoided a hearing on the matter.

To date, the Receiver has received one offer to purchase the property for \$750,000.00. However, the outstanding debt owed to the lender exceeds the amount of the offer. As a result, the Receiver did not accept the offer, as it would not generate a recovery for the Receivership Estate.

III. FINANCIAL AFFAIRS²

Defendants purportedly raised at least \$56 million dollars in investor funds. *See* the Complaint at ¶1. Defendants, personally and through a web of sales agents, told investors that these funds were going to be used to invest in income generating real estate development projects. However, of the \$56 million dollars, approximately \$11 million dollars were traced to the actual purchase of real estate. *See id.* at ¶3. According to the Complaint, and based on the Receiver's initial investigations, the remaining funds were likely diverted by Bingham and Joseph to engage in speculative trading and to purchase luxury items. *See id.* at ¶72.

A. Financial Accounts

The Receivership Entities' financial accounts were frozen in accordance with the Receivership Order. The Receivership Order also provides the Receiver with control and signatory authority for all financial accounts. *See* Receivership Order, ¶¶7,11. The Receiver has

² The Receiver has opened a Wells Receivership depository account with City National Bank. All funds deposited into the Receivership Estate, primarily through rental incomes and profits from the sale of Receivership Property, are being deposited into the Wells Receivership depository account. Accordingly, the financial accounts described in Section III(A) *infra* are not being utilized and there has not been a change in the status of these accounts from the First Reporting period.

taken control of the Receivership Defendants' existing financial accounts and opened new accounts. There has been no change in the status of the Receivership Defendants' financial accounts since the First Reporting period. The accounts remain frozen or closed in conformity with the Receivership Order. Additionally, the Receiver has not uncovered any previously unknown accounts with any financial institutions in the name of the Receivership Defendants.

B. Receivership Defendants' Brokerage Accounts

There has been no change in the status of Receivership Defendants' brokerage accounts, and the accounts remain frozen and have otherwise been closed and liquidated.

C. The Receivership Defendants' Business Operations

As described in the First Status Report, the timing of the Receivership was particularly challenging from a cash flow perspective. Bingham and Joseph promoted Wells as a successful real estate development company. These properties, managed through the Receivership Defendant entities, failed to generate significant income. Most of the properties were financed through high-interest loans from hard money lenders, and several mortgage lenders had initiated foreclosure proceedings before the Receiver's involvement, leaving the Receivership Estate owing over \$20 million in mortgages. Additionally, some properties had been sold at foreclosure sales for below-market value before the Receivership began.

Upon taking control of the properties, the Receiver discovered they were severely indebted to vendors and service providers, with utilities and services at risk due to unpaid bills. For instance, the properties owed approximately \$20,000 to Florida Power and Electric (FPL), putting the electricity at risk of being shut off. Waste management services had also been suspended due to unpaid bills, leading to tenant complaints. Vendors, including landscapers and janitorial services, ceased work due to nonpayment, causing code violations across multiple

properties. The Receiver swiftly negotiated payment plans with creditors to ensure essential services continued, cleared past due utility bills, and resumed regular payments. Additionally, the Receiver hired landscapers and cleaning services to maintain the properties and bring them up to county code standards, addressing the existing violations and preventing further issues.

In an effort to maintain business operations while the Receiver determines the best way to dispose of the Receivership properties, the Receiver has been negotiating with mortgage lenders, collecting rents from tenants, and has continued to maintain the properties.

IV. LITIGATION

A. Ongoing Legal Proceedings Involving the Receivership Defendants

As described in the prior Status Reports, each of the Receivership properties was in foreclosure at the time the Receiver was appointed. After his appointment, the Receiver successfully canceled any pending foreclosure sales and stayed all foreclosure actions. During the Reporting Period, the foreclosure actions remain under stay and there were no significant changes to the status of the foreclosure actions. Moreover, no new foreclosure actions were filed during the Reporting Period. Additionally, and as described in more detail in the First Status Report, there is an action pending in Palm Beach County against Panorama. This case was stayed prior to the Receiver's appointment.

B. The Estate's Potential Claims against Third Parties

During this Reporting Period, the Receiver and his professionals continued their investigation into individuals and entities potentially involved in or benefitting from the Wells' investment scheme. The Receiver engaged EisnerAmper to prepare schedules identifying potential targets for fraudulent transfer claims, based on payments made by any of the Receivership Defendants. The Receiver's team has begun drafting demand letters to these parties

and is in the process of engaging counsel to assist in pursuing third party fraudulent transfer claims.

The Receiver has continued efforts to obtain communications and documentation that may reveal individuals or entities who received funds or were complicit in executing Bingham's scheme. As part of these efforts, the Receiver initiated the process of requesting records from Google and restoring Google accounts associated with Wells and the other Receivership Defendants. The Receiver believes these accounts may contain communications or documents identifying additional recipients of funds or participants in the scheme.

The Receiver will continue to gather evidence of additional transfers for the purposes of developing and bringing claims to recover fraudulent and other voidable transfers. The Receiver will pursue those claims he believes are meritorious and likely to result in a significant recovery to the Receivership Estate.

V. ADMINISTRATION OF RECEIVERSHIP ESTATE

The Receiver has assembled a team of professionals with experience and skills working on receivership and other similar matters.

A. The Receiver and His Professionals

The Receiver continues to retain the law firm Rivero Mestre to assist with the administration of the Receivership Estate, EisnerAmper to provide accounting and forensic services, and Day Pitney to serve as real estate counsel. The qualifications of these professionals are detailed in the First and Second Status Reports [ECF Nos. 74 and 86].

In addition to Rivero Mestre, EisnerAmper, and Day Pitney, during the Reporting Period, the Receiver engaged the real estate brokerage firm Keyes to assist the Receiver with marketing and listing for sale the Residential Properties.

B. Cash on Hand and Administrative Expenses

The Receiver presently holds a total of \$578,298.89 in cash on hand in two fiduciary accounts at City National Bank in Miami, Florida, as follows:

Receivership Account: \$575,847.29

Money Market Account: \$2,451.60

During the Reporting Period, the Receiver has made disbursements totaling \$296,715.83 from the Receivership Account for necessary expenses to preserve and administer the Receivership Estate. Such expenses include electric, water, trash, and sewer bill payments, and other expenses related to the operation of the real properties. Attached here as **Exhibit A** is a detailed statement of the Receivership Estate's Receipts and Disbursements during this Reporting Period.

C. Claims

The nature of this Receivership may present the need for multiple claims. Individual investors may have claims for monetary damages because of the total or partial loss of their investments as well as other damages incurred because of a loss of their investments. As discussed *supra* in Section IV, several creditors, including mortgage lenders and HOA's have already brought claims in state civil court throughout Broward and Palm Beach counties to recover on their claims. The Receiver anticipates that additional creditors, such as vendors and service providers, may seek payment for the services provided and labor performed prior to the Receivership. The Receiver foresees developing a claims process to address and verify the various claims. This claims process will be developed over time and submitted to the Court for approval when finalized.

D. Communications

i. Investor Communications

Investors have continued to reach out to the Receiver through email and telephone. Primarily, investors are concerned with recovering amounts owed under their promissory notes executed by Wells as part of the real estate investment scheme described in the SEC's complaint. The Receiver advised that such issues will be handled at a later time when the Receiver is ready to initiate the claims administration process. During the Reporting Period, investors continued to send the Receiver copies of documents executed in relation to their investments in Wells, such as Memoranda of Indebtedness ("MOIs"), which the Receiver, with the help of Rivero Mestre, is in the process of reviewing.

During the Reporting Period, the Receiver identified additional investors. The Receiver sent the newly identified investors the initial investor letter and provided the investors with the Receivership email address and webpage.

Investors continue to send the Receiver communications they had with Bingham or one of her sales agents when they were initially approached to invest into Wells' real estate development program. Such documents have assisted the Receiver in identifying certain individuals that the Receiver believes collaborated with Bingham and Joseph in furtherance of their scheme. During the Reporting Period, the Receiver investigated the viability of bringing claims against these collaborators.

The Receiver has posted copies of court filings, correspondence with investors, and other pertinent information on the website. The Receiver will continue to post copies of key filings in this case on the website. The Receiver will also continue to use the website as the primary method of communicating with investors throughout the Receivership.

ii. Communications with Lenders, Creditors, and Other Interested Parties

Since the inception of the Receivership, the Receiver has been in communication with known creditors, primarily mortgage lenders and HOAs. The Receiver has put all known lenders, creditors, and similarly interested third parties on notice of this Receivership. Several of the known lenders and creditors are represented by counsel in the foreclosure actions.

As the Receivership has carried on, other creditors, primarily HOAs, have reached out to the Receiver by phone or e-mail. Accordingly, the Receiver has primarily communicated with such creditors through e-mail or telephone.

E. Recommendations

The Receiver recommends the continuation of the Receivership. There is a considerable amount of work to be done in administering the remaining real property, reconstructing the Receivership Defendants' financial operations and transactions, assessing the amounts due to investors and creditors, and pursuing recoveries on behalf of the victim investors.

Dated: April 30, 2025

Respectfully submitted,

RIVERO MESTRE LLP

Receiver for the Receivership Defendants

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Andres Rivero

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CERTIFICATE OF SERVICE

I certify that on April 30, 2025, I electronically filed this document with the Clerk of the Court using CM/ECF. I also certify that this document is being electronically served today on all counsel of record through CM/ECF.

By: /s/ Andres Rivero
Andres Rivero