

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

EUGENE SCALIA, SECRETARY OF LABOR,)
United States Department of Labor,)
)
Plaintiff,)
)
v.)
)
FORCE CORPORATION,)
AB CONSTRUCTION GROUP, INC.,)
)
JULIANO FERNANDES, Individually; and,)
ANDERSON DOS SANTOS, Individually,)
)
Defendants.)

Civil Action No. 16-cv-40103-TSH

**ORDER APPOINTING PAUL C. FOLEY AS
RECEIVER FOR REAL PROPERTY**

Paul C. Foley, in his capacity as Special Master, appointed by this Court (Hillman, J.) on March 31, 2020, has submitted an interim report regarding certain properties owned by the Defendants and their related and controlled entities. In accordance with the Special Master's findings and the recommendations contained therein, and after good cause having been found, it is hereby ordered that Paul C. Foley is, pursuant to 28 U.S.C. § 3103, appointed "Receiver", of the following properties, as more particularly described in the Special Master's Interim Report collectively referred to as (the "Properties"):

1. 115 Coburn Ave., Gardner, MA, the "Gardner Property"
2. 305 Leominster-Shirley Rd., Lunenburg, MA, the "Lunenburg Property"
3. 126 Oak Trail Rd., Bolton, MA, the "Bolton Property"

It is Further ORDERED THAT:

1. The Receiver is directed to take possession of the Properties including all buildings, fixtures, improvements and appurtenances thereon, to preserve and protect the value of the properties, to put the properties into sellable condition, and to arrange for the sale of each of the properties pursuant to the terms of this Order.
2. The Receiver shall have the authority to arrange for the sale of the Properties, subject to confirmation by this Court, in accordance with the procedures in 28 U.S.C. § 2001, and this Order.
3. The Receiver shall have the power to employ attorneys, accountants, appraisers, auctioneers, brokers, or other professional persons in connection with the listing and sale of the Properties.
4. The Receiver shall enter into a commercially reasonable brokerage contract to retain the services of a licensed real estate broker(s) to list the Properties for sale.
5. The terms of any purchase agreement shall include the balance of the purchase price paid in cash at closing, and may include an earnest money deposit, in an amount to be approved by this Court, forfeitable upon the purchaser's failure to perform. A closing shall not occur until after the sale has been confirmed by further order of this Court. At closing, the purchaser or purchasers shall receive a quitclaim deed to the Property/Properties executed by the Receiver. In the event a closing takes place prior to an order of this Court regarding the distribution of proceeds, the Receiver shall hold all of the proceeds of any sales of the property, net of any closing costs, including any earnest money deposits and the Receiver's fees and expenses to date, in an interest-bearing account until such time as this Court shall make a further order regarding the distribution of those proceeds.
6. The Properties shall be transferred to the Receiver by deed executed by the proper party for each of the titled owners of the Properties.
7. The Defendants shall arrange and fund the security and insurance of the Properties, in a manner to be approved by the Receiver, or this Court, and provide proof of the same.
8. With respect to the Bolton Property, the Receiver shall have the option to list the property as it is now, in its unfinished condition, or the Receiver shall hold the property while Turn Key finishes construction of the home, at which time the Receiver shall sell the Bolton Property.
9. The Receiver shall have all of the rights and powers necessary to fulfill its obligations under this order, specifically including, but not necessarily limited to, the power to enter onto the Properties, to manage the Properties, to collect rents on the real property, and to take any action reasonably necessary to protect and preserve the value of the real property prior to sale, and to put it into saleable condition, including making expenditures of funds

that are first approved by this Court, for reasonable and necessary maintenance and improvements.

10. The Receiver shall be compensated from the proceeds of the sale of the Properties in accordance with the Court's previous orders regarding his payment as Special Master, as the present appointment is adjunct thereto. Compensation shall include the Special Master's fees and expenditures.
11. The Defendants, and all other persons acting in concert with, or on their behalf, are hereby restrained and enjoined from interfering in any way with the Properties, or with the Receiver, or with the Receiver's efforts to comply with its obligations under this Order, except that the Defendants may remove equipment, supplies, tools, raw materials and finished products from the Properties in a manner that does not interfere with the Receiver or the sale of the Properties.
12. The Defendants, and all other persons acting in concert with, or on their behalf shall execute any necessary documents, to allow the Receiver entry onto the Properties, and otherwise cooperate with the Receiver's efforts to comply with its obligations under this Order.

IT IS SO ORDERED.

5/1/20
Dated

/s/ Timothy S. Hillman

Hon. Timothy S. Hillman
U.S. District Court Judge
District of Massachusetts