

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

GLOBAL ONLINE DIRECT, INC.,  
BRYANT E. BEHRMANN and  
LARRY "BUCK" E. HUNTER,

Defendants.

Civil Action No. 1:07-CV-0767-WSD

**NOTICE OF MOTION FOR ORDER (i) AUTHORIZING THE SALE OF CERTAIN REAL PROPERTIES FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; (ii) AUTHORIZING THE RECEIVER TO PAY CERTAIN LIENS AND CLAIMS FROM THE SALE OF THE REAL PROPERTIES; (iii) RELIEVING THE RECEIVER FROM THE PROVISIONS OF 28 U.S.C. §§ 2001-2002; AND (iv) APPROVING THE REAL ESTATE BROKER'S COMMISSIONS**

PLEASE TAKE NOTICE THAT Michael A. Grassmueck (the "Receiver"), the duly appointed receiver for Global Online Direct, Inc. ("Global") and its subsidiaries Global Online Depository, Global Online SPIP, Global Online Auction Stores, Triple Diamond B, Bodaga Bay, Bodaga Bay Trucking, Inc., Catherine Crick Riders, Double B Broadcasting, Inc., The AM Show, Double B MPG, Global Online Direct, U Loan We Pay, and Bargain Hunter, Inc. and their subsidiaries and affiliates and any entities controlled by them (collectively referred to as the "Receivership Entities"), has moved this Court (the "Motion") for authorization to (i) sell certain real properties free and clear of all liens, claims,

interests and encumbrances; (ii) pay certain liens and claims from the sale of the real properties; (iii) relieve the Receiver from the provisions of 28 U.S.C. §§ 2001-2002; and (iv) approve the real estate broker's commissions.

By the Motion, the Receiver requests that the Court authorize the sale of certain real properties of the receivership estate (the "Receivership Estate"), which are located at (i) 2208 E. L Avenue, La Grande, Oregon 97850 (the "L Property"), and (ii) 60539 Peach Road, La Grande, Oregon 97850 ("Peach Property"), free and clear of all liens, claims and encumbrances, with such liens, claims and encumbrances attaching to the proceeds of sale.

To date, the Receiver has now sold on behalf of the Receivership Estate nine properties, which sale of properties were approved by Court order. The L Properties and Peach Property are the tenth and eleventh properties to be sold on behalf of the Receivership Estate, for the benefit of the Global investors and creditors. With regard to the Peach Property, this property was recently clawed-back to the Receivership Estate, in settlement of a fraudulent transfer action filed against the prior owner, Horse Elysian Fields ("HEF"), entitled *Michael A. Grassmueck, Receiver v. Mary C. Hunter, et al.*, Case No. 1:07-CV-2532 (the "Hunter Action"). The Receiver is therefore selling this Peach Property, as a result of HEF transferring title to the Peach Property to the Receivership Estate.

Pursuant to the Application (the "Employment Application") to Employ Property Manager and Real Estate Broker, filed on August 20, 2007, the Receiver previously sought the approval of the listing of the L Property, and any other Receivership Estate properties (collectively, the "Receivership Estate Properties"), which would include properties clawed-back under the Hunter Action, with real estate broker Mr. Roger Goodman of Century 21 Eagle Cap Realty (the "Broker"). The Broker's employment to market and sell the Receivership Estate Properties

was approved by Court Order entered on October 30, 2007 (the "Broker Employment Order").

The Receiver submits this Motion to approve the sale of the L Property and the Peach Property (the "Sale Properties") to the highest offers received for the Sale Properties. The Receiver has obtained multiple offers for the L Property, and has accepted one of the offers, however, that offer is subject to higher bids. For each of the Sale Properties, to the extent that the Receiver obtains a higher offer than the current offer, the Receiver seeks Court approval of sale of the Sale Properties to the highest offer. The Receiver sells the Sale Properties "AS IS," "WHERE IS," and "WITH ALL FAULTS", and the Receiver makes no representations or warranties in respect to the condition of the Sale Properties. Further, the Receiver requests that the Court authorize him to pay from the proceeds of sale of the Sale Properties the valid liens, taxes and any other claims on the Properties, subject to any objections to such liens, taxes or claims by the Receiver.

The Receiver also requests, by this Motion, that the Court waive the provisions of 28 U.S.C. §§ 2001(a) and 2002, which provide for the sale of the Sale Properties pursuant to a foreclosure-type or public auction process. Further, the Receiver seeks waiver of the provisions of 28 U.S.C. § 2001(b) applying to private sales, including requiring certain appraisals, newspaper publications for the private sale, and confirmation of the private sale.

In accordance with the Receiver's business judgment, the waivers of Sections 2001(a) and 2002 are appropriate. The most likely way for the Receiver to realize the highest price for the Sale Properties is through the commercially reasonable and customary method of listing the Sale Properties with a broker and conducting a private sale. Further, the Receiver believes that listing and selling the Sale Properties through a broker for the highest price offered, is the best method to

obtain the highest and best price for the Sale Properties, without having to incur the additional expenses in complying with Section 2001(b).

Finally, the Receiver seeks authority to compensate the Broker in accordance with the listing agreement (the "Broker Agreement") at the applicable sales commission from the proceeds of sale of the Sale Properties. The sales commission amounts are described in the Motion and in the Employment Application. The Employment Application was approved pursuant to the Broker Employment Order. The Broker Employment Order also approved the Broker Agreement, and the Motion also seeks approval to pay the Broker his sales commissions in accordance with the Broker Agreement.

PLEASE TAKE FURTHER NOTICE that copies of the Motion can be viewed at or obtained from the Clerk of the Court, U.S. District Court, Northern District of Georgia, Atlanta Division, 75 Spring Street SW, Room 2211, Atlanta, GA 30303-3361, or by writing to counsel to the Receiver at the below-referenced address.

PLEASE TAKE FURTHER NOTICE that the Motion is set without hearing, unless otherwise ordered by the Court pursuant to Local Rule 7.1(E), and any opposition shall be filed no later than ten (10) days after service of the Motion, excluding weekends and Court holidays, pursuant to Local Rule 7.1(B). Failure to file an opposition shall indicate that there is no opposition to the Motion pursuant to Local Rule 7.1(B).

Dated: March 3, 2009

Respectfully submitted,

/s/ David R. Zaro, Esq.

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