

“Notice” of a submission of signatures, testimonies and documentation seeking specific forms of injunctive relief from the Court [3594]. Escalona also submitted a emergency motion for extension of check cashing deadlines for Venezuelan claimants [3632].

II. THE COURT DENIES ESCALONA’S MOTION

The Court denies Escalona’s motions because Escalona has not complied with the Federal Rules of Civil Procedure. Escalona is listed only as an interested party and has been filing notices and motions without counsel. Even assuming COViSAL is an association-in-fact¹, Escalona, on behalf of COViSAL, must follow the proper procedures to seek relief. Here, he must move to intervene and obtain legal representation.

Intervention is a procedural means for entering an existing federal action. *See* FED. R. CIV. P. 24. “A person desiring to intervene in an action in the federal courts must serve a motion to intervene upon the parties as provided in the Federal Rules of Civil Procedure.” 35A C.J.S. *Federal Civil Procedure* § 182 (citing *id.*).

Additionally, Escalona and COViSAL are not entitled to the relief they seek. Escalona has not sufficiently alleged on the record that he has a personal interest to proceed pro se. Nor is Escalona an attorney with the ability to represent claims of other alleged victims. Moreover, Escalona has not followed the Court’s Local Rules, such as conferring with the other parties or the Receiver prior to filing. *See* L.R. 7.1.

¹ The Supreme Court has explained that an association-in-fact enterprise is “a continuing unit that functions with a common purpose.” *Boyle v. United States*, 556 U.S. 938, 948 (2009). The Court does not reach the question of whether COViSAL is an association-in-fact.

Escalona's emergency motion seeks a 180-day extension to the check cashing deadline, directions to the Receiver to use alternative methods of communications and to segregate funds, and a report on the Receivership's attempts to reach Venezuelan claimants. Escalona's Mot. for an Extension 5-6. As of this Order, the Receiver has issued approximately \$335.8 million in Final Distribution payments, approximately 86% of which have been cashed, including approximately \$3.1 million in cashed Final Distribution checks to claimants in Venezuela. Receiver's Resp. 2 [3633]. The Receivership has reached out to Venezuelan claimants to facilitate their receipt of Final Distribution payments. *Id.* The Receiver also continues working to arrange for appropriate reissuances where needed. *Id.* Thus, because the Receivership has been proactive, emergency injunctive relief is not warranted.

To the extent COViSAL is an association-in-fact, it must move to intervene under Rule 24 and obtain legal representation. Additionally, because the Receivership has been diligently and proactively communicating with Venezuelan claimants, the Court denies both Escalona's Notice and motion for an extension of check cashing deadlines for Venezuelan claimants.

Signed August 3, 2026.


David C. Godbey
Senior United States District Judge