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FILED  
Clerk of the Superior Court

APR 12 2013

By: LEE RYAN, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

THE PEOPLE OF THE STATE OF CALIFORNIA, by and through the CALIFORNIA CORPORATIONS COMMISSIONER,

Plaintiff,

vs.

AMERICAN EQUITY DIRECT, LLC, a Nevada limited liability company;  
AMERICAN EQUITY REAL ESTATE PARTNERS, LLC, a Nevada limited liability company;  
AMERICAN EQUITY, LLC, an entity of unknown form;  
INTEGRITY RETIREMENT PARTNERS, LLC, a California limited liability company;  
INTEGRITY RETIREMENT PARTNERS NV CORP., a Nevada corporation;  
MASTERS OF RETIREMENT, INC., a California corporation;  
RICHARD WILLIAM PROVENCIO, an individual;  
CARMEN VALDAVINO PROVENCIO, aka CARMEN VALDAVINO ANDERLE, an individual;  
JULIO ANGEL GOMEZ, an individual;  
and DOES 1 through 10, inclusive,

Defendants,

And

WCM DIRECT, LLC, a Nevada limited liability company;  
WINDSOR PROPERTY AND SURETY, LLC, a Nevada limited liability company;  
WINDSOR PROPERTY & SURETY, LLC, a Missouri limited liability company;  
and RELIEF DOES 1 through 10, inclusive,

Relief Defendants.

Case No.: 37-2012-00088160-CU-MC-CTL

~~[PROPOSED]~~ ORDER ISSUING A PRELIMINARY INJUNCTION, CONFIRMING APPOINTMENT OF A RECEIVER AND ANCILLARY RELIEF

IMAGED FILE

Judge: Hon. Ronald S. Prager

Dept: C-71

Hearing Date: April 5, 2013

Hearing Time: 10:00 a.m.

Date Action Filed: December 19, 2012

1           The Order to Show Cause hearing came on regularly on April 5, 2013 at 10:00 a.m. in  
2 Department 71 of the above entitled court, located at 330 W. Broadway, San Diego California  
3 92101. Plaintiff was represented by Alex M. Calero, Corporations Counsel, defendant Julio A.  
4 Gomez was represented by Randolph C. Houts, of Randolph C. Houts and Associates, and  
5 defendant Richard W. Provencio appeared on his own behalf. Relief Defendants were represented  
6 by Jeffrey M. Tillotson, of Lynn Tillotson Pinker & Cox, LLP, who appeared telephonically.

7           The Court heard oral argument and took the matter under submission on April 5, 2013. The  
8 Court having fully considered the arguments of all parties, both written and oral, as well as the  
9 evidence presented, issued a Minute Order on April 8, 2013. Attached as Exhibit 1 is a copy of the  
10 Court's Minute Order.

11           IT IS ORDERED THAT:

12           Pursuant to California Corporations Code section 25530, a temporary restraining order is  
13 hereby issued, restraining and enjoining defendants Richard William Provencio, Carmen  
14 Valdavino Provencio, a.k.a. Carmen Valdavino Anderle, Julio Gomez, American Equity Direct,  
15 LLC, American Equity Real Estate Partners, LLC, American Equity, LLC, Integrity Retirement  
16 Partners, LLC, Integrity Retirement Partners NV Corp., Masters of Retirement, Inc. (collectively  
17 "Defendants") and their respective subsidiaries, affiliates, agents, employees, representatives or  
18 successors in interest and assigns, wherever situated from, directly or indirectly:

19           1.       Violating California Corporations Code section 25110 by offering to sell, selling,  
20 arranging for the sale of, issuing, engaging in the business of selling, or negotiating for the sale of  
21 any security of any kind unless such security or transaction is qualified; and

22           2.       Violating California Corporations Code section 25401 by offering to sell or selling  
23 any security of any kind by means of any written or oral communication which includes any  
24 untrue statement of material fact or omits to state any material fact necessary in order to make the  
25 statements made, in the light of the circumstances under which they are made, not misleading.

26           Pursuant to California Corporations Code section 25530, a temporary restraining order is  
27 hereby issued, restraining and enjoining Defendants and relief defendants WCM Direct, LLC,  
28 Windsor Property and Surety, LLC , Windsor Property & Surety, LLC (collectively "Relief

1 Defendants”) and their respective subsidiaries, affiliates, agents, employees, representatives or  
2 successors in interest and assigns, wherever situated, from, directly or indirectly:

3 1. Removing, destroying, mutilating, concealing, altering, transferring, or otherwise  
4 disposing of, in any manner, any books, records, computer programs, computer files, computer  
5 printouts, correspondence, brochures, manuals, or any other “writing” or “document” of any kind  
6 as defined under California Evidence Code section 250, relating to the transactions and course of  
7 conduct as alleged in this Complaint, unless authorized by this Court; and

8 2. Withdrawing from any bank or other account, transferring, changing, disbursing,  
9 selling, dissipating, converting, pledging, assigning, foreclosing, or otherwise disposing of any  
10 real or personal property, funds, negotiable instruments, certificates of deposit and/or assets in  
11 their possession or under their control, or in the possession of, or under the control of any of them,  
12 without limitation, in the name of or for the benefit of any of the Defendants or Relief Defendants,  
13 and each of them, without leave of the Court. Except that:

14 a. It is the intent of the Court to exclude income as represented on Exhibit 1 to  
15 the Declaration of Julio A. Gomez in Support of Opposition to Temporary Restraining Order,  
16 Appointment of a Receiver, and Ancillary Relief (“Gomez Declaration”) from the asset freeze.  
17 Defendant Julio A. Gomez need not submit receipts for expenses to Plaintiff. If Plaintiff receives  
18 information that defendant Julio A. Gomez receives income significantly exceeding that listed on  
19 Exhibit 1 of the Gomez Declaration, Plaintiff may, upon 48 hours notice, request extension of the  
20 asset freeze to cover this significantly greater amount.

21 b. Defendant Richard W. Provencio is granted a \$1,225 monthly allowance  
22 and is not required to submit receipts to Plaintiff. If Plaintiff receives information that defendant  
23 Richard W. Provencio receives income significantly exceeding \$1,225, Plaintiff may, upon 48  
24 hours notice, request extension of the asset freeze to cover this significantly greater amount.

25 THE COURT FURTHER FINDS AND IT IS FURTHER ORDERED THAT:

26 Good cause exists for confirmation of the appointment of a receiver, pursuant to California  
27 Corporations Code section 25530, over defendants, American Equity Direct, LLC, American  
28 Equity Real Estate Partners, LLC, American Equity, LLC, Integrity Retirement Partners, LLC,

1 Integrity Retirement Partners NV Corp., Masters of Retirement, Inc., and such Does as may be  
2 subsequently named, and their respective subsidiaries and successor in interest and assigns,  
3 wherever situated (collectively, “Receivership Defendants”).

4 Eric J. Benink of the Law Firm of Krause Kalfayan Benink & Slavens, LLP is qualified to  
5 act as the Receiver with the full powers to take custody and control over Receivership Defendants’  
6 business and assets until an accounting can be performed by the Receiver and recommendations  
7 made to this court.

8 1. The Receiver, prior to entry of his duties, shall take an oath to support the  
9 constitutions of the United States and the State of California.

10 2. The Receiver shall be authorized, empowered and directed:

11 a. To take possession of all “Receivership Assets,” defined as:

12 i. Any and all real and personal property, including the real properties  
13 located at 5560 Ashland Avenue, St. Louis, Missouri 63120, 5564 Ashland Avenue, St. Louis,  
14 Missouri,63120, 3130 Michigan Avenue, Unit A, St. Louis, Missouri 63118, 3130 Michigan  
15 Avenue, Unit C, St. Louis, Missouri 63118, 3132 Michigan Avenue, Unit B, St. Louis, Missouri  
16 63118, 3132 Michigan Avenue, Unit D, St. Louis, Missouri 63118, 4626 Page Boulevard, Unit A,  
17 St. Louis, Missouri 63113, 4626 Page Boulevard, Unit C, St. Louis, Missouri 63113, 4628 Page  
18 Boulevard, Unit B, St. Louis, Missouri 63113, 4686 Page Boulevard, Unit D, St. Louis, Missouri  
19 63113, 1679 Lisbon Drive SW, Atlanta, Georgia 30310, 1369 Lanvale Drive SW, Atlanta,  
20 Georgia 30310 and 6067 Holiday Boulevard, Forest Park, Georgia 30297, investor funds,  
21 collateral, premises, choses of action and other assets, books, records and papers in the possession,  
22 custody or control of Receivership Defendants, or to which Receivership Defendants have any  
23 right of possession, custody or control, beneficially or otherwise, irrespective of whosoever holds  
24 such assets (except for those assets seized pursuant to search warrant), including all such assets  
25 which Receivership Defendants carry or maintain, or which may be received during the pendency  
26 of this receivership, including, but not limited to books and records located at offices maintained  
27 by Receivership Defendants, including at 1901 First Avenue, Suite 199, San Diego, California  
28 92101, 355 3rd Avenue, Suite 106, Chula Vista, California 91910, 28202 Cabot Road, Suite 300,

1 Laguna Niguel, California 92677, 4640 Admiralty Way, Suite 310, Marina del Rey, CA 90292,  
2 27635 Forbes Road, Suite A, Laguna Niguel, California 92677 and 979 K Avenue Pico, San  
3 Clement, CA 92673;

4 ii. Distributions, salaries, bonuses, funds, or other forms of  
5 compensation which were derived from investor funds, in the possession, custody or control of  
6 Receivership Defendants to which Receivership Defendants have any right of possession, custody  
7 or control, beneficially or otherwise, irrespective of whosoever holds such assets, including all  
8 such assets which Receivership Defendants carry or maintain, or which they may be received  
9 during the pendency of this receivership;

10 iii. All funds, negotiable instruments and/or assets held with any  
11 financial institution, including but not limited to, Bank of America, N.A., account number 15530-  
12 67613, 15533-67145, 15535-42615, 15530-42769, 15531-42636, 15534-66008, 15534-66065,  
13 15532-73255, 15534-60087, 15539-04401, 15536-04502, 15539-04686, 15535-04277, 15531-  
14 04378, 15533-67126 and 12203-09287, and Wells Fargo, N.A., account number 6171253401,  
15 9855507084, 7630948458, 7630945660, 7346013571, 716104400, 6785140036, 6785140044,  
16 1889340160, 7834601846, 7834601853, 0782902746, 5103313325, 71671004418, 1456916434,  
17 1304179417, 1304175845 and 2297155208, solely in the name of Defendants or in the name of  
18 Defendants jointly with third-parties. The Receiver shall be authorized to obtain all records for all  
19 accounts held in the name of Receivership Defendants (including, but not limited to monthly  
20 statements, deposit details, wire transfer advices, signature cards, and canceled checks) and shall  
21 be further authorized to withdraw or transfer any balances from said accounts to accounts he opens  
22 pursuant to paragraph 2(i); and

23 iv. All funds, negotiable instruments and/or assets held with any  
24 financial institution, including but not limited to, Bank of America, N.A., account number 15530-  
25 67613, 15533-67145, 15535-42615, 15530-42769, 15531-42636, 15534-66008, 15534-66065,  
26 15532-73255, 15534-60087, 15539-04401, 15536-04502, 15539-04686, 15535-04277, 15531-  
27 04378, 15533-67126 and 12203-09287, and Wells Fargo, N.A., account number 6171253401,  
28 9855507084, 7630948458, 7630945660, 7346013571, 716104400, 6785140036, 6785140044,

1 1889340160, 7834601846, 7834601853, 0782902746, 5103313325, 71671004418, 1456916434,  
2 1304179417, 1304175845 and 2297155208, in the name of Defendants, directly or indirectly, and  
3 each of them. The Receiver shall be authorized to obtain all records for all accounts held in the  
4 name of Receivership Defendants (including, but not limited to monthly statements, deposit  
5 details, wire transfer advices, signature cards, and canceled checks) and shall be further authorized  
6 to withdraw or transfer any balances from said accounts to accounts he opens pursuant to  
7 paragraph 2(i).

8           b.       Except for an act of gross negligence, the Receiver shall not be liable for  
9 any loss or damage incurred by any of the Receivership Defendants, and their owners, officers,  
10 directors, shareholders, agents, employees, representatives, salespersons, successors in interest,  
11 attorneys, assigns, subsidiaries, affiliates, or any other person, by reason of any act performed or  
12 omitted to be performed by the Receiver in connection with the discharge of his duties and  
13 responsibilities. For good cause appearing, the receiver's bond is hereby waived.

14           c.       The Receiver shall have full power to marshal, collect, receive, review,  
15 observe, discover and take charge of all Receivership Assets and all accounts or safe deposit boxes  
16 held in the name of Receivership Defendants in any financial depositories or other institutions,  
17 including, but not limited to all Bank of America and Wells Fargo accounts, on an ongoing and  
18 continual basis pursuant to this Court's order.

19           d.       The Receiver may employ other such persons, including accountants,  
20 investigators, clerical and professional personnel, and the Receiver's in-house staff, counsel,  
21 paralegals and attorneys, to perform such tasks as may be necessary to aid the Receiver in the  
22 performance of his duties and responsibilities, without further order of the court.

23           e.       The Receiver may employ outside attorneys upon further order of this Court  
24 to assist the Receiver in the performance of his duties and responsibilities, such employment to be  
25 approved by the Court upon ex parte application of the Receiver.

26           f.       Periodically, as set forth in paragraphs (g) and (h), below, the Receiver shall  
27 report to this Court the results of the collection, receiving, review, observation, discovery and  
28 abstracts resulting from the activities of the Receiver as ordered by this Court.

1           g.       The Receiver shall file, within 30 days of his appointment, an initial  
2 inventory of all Receivership Assets, which he shall then have collected, received, reviewed,  
3 observed and/or discovered pursuant to this Court’s order. Additionally, the Receiver is to file one  
4 or more supplemental inventories when and if he shall subsequently come into knowledge of  
5 additional items appropriate to the inventory.

6           h.       The Receiver shall undertake an independent review into the affairs and  
7 transactions of Receivership Defendants and file with this Court, within 120 days, and every six  
8 months thereafter, a report detailing the Receiver’s findings of his review of the condition of the  
9 Receivership Assets and Receivership Defendants, or other affairs and transactions of  
10 Receivership Defendants, reflecting the existence of any liabilities, both those claimed by others to  
11 exist and those to which the Receiver believes to be the legal obligations of each of said  
12 Receivership Defendants, including a review of any possible conflicts of interest and any further  
13 information the Receiver believes may assist in an equitable disposition of this matter, and to  
14 include in the report the Receiver’s opinion regarding the ability of the Receivership Defendants to  
15 meet their obligations as they come due, and the Receiver’s recommendation regarding the  
16 necessity for, and the best method of handling, preserving, or disposing of the Receivership  
17 Assets.

18           i.       The Receiver shall be authorized and empowered, without further Court  
19 order, to open bank accounts in the name of the Receivership Defendant(s) in any FDIC insured  
20 financial institution and shall deposit the funds of the Receivership Assets into said accounts.

21           j.       The Receiver shall bring such proceedings as are necessary to enforce the  
22 provisions hereof, including issuance of subpoenas to compel testimony or production of  
23 documents as to the existence or location of Receivership Assets or any other information  
24 pertinent to the business, financial affairs, or other transactions of Receivership Defendants.

25           k.       If the Receiver discovers that funds have been transferred from  
26 Receivership Defendants to other persons or entities, and deems it advisable, the Receiver may  
27 extend and expand the receivership over any person or entity holding such funds, without further  
28 order of the Court.

1           l.       The Receiver shall bring such proceedings as are necessary to modify the  
2 provisions hereof, as the Receiver deems appropriate.

3           m.       The Receiver shall make such payments and disbursements from the funds  
4 of the Receivership Assets so taken into possession, custody and control of the Receiver or  
5 otherwise received by him, as may be necessary and advisable in discharging his duties as  
6 receiver, without further order of the Court, including, without limitation, the payment of interim  
7 compensation to the Receiver and persons or entities under paragraphs (d) and (e), above, subject  
8 to the provisions of paragraphs (z) and (aa), below.

9           n.       The Receiver shall carry on any lawful business activities of Receivership  
10 Defendants, to preserve Receivership Assets, and to foreclose and/or actively seek and negotiate  
11 with potential buyers, assignees or other parties who may be interested in acquiring, purchasing,  
12 leasing, subleasing or renting Receivership Assets and to sell, lease, sublease or rent Receivership  
13 Assets, subject to Court approval.

14           o.       The Receiver shall institute, prosecute, defend, compromise, intervene in  
15 and become a party, either in her own name or in the name of Receivership Defendants, to such  
16 suits, actions or proceedings as may be necessary for the protection, maintenance, recoupment or  
17 preservation of the Receivership Assets in his custody, in his discretion, without further order of  
18 the Court.

19           p.       The Receiver shall divert, take possession of and secure all mail of  
20 Receivership Defendants, in order to screen such mail, retaining so much as relates to the business  
21 of Receivership Defendants, and forwarding to the individual or other appropriate addresses so  
22 much as is not, in the Receiver's opinion, appropriate for retention by him, and to effect a change  
23 in the rights to use any and all post office boxes and other mail collection facilities used by  
24 Receivership Defendants.

25           q.       Upon the Receiver's appointment, the Receiver shall undertake an  
26 immediate review of all readily available Receivership Assets in order to determine the economic  
27 viability of a receivership. Upon such review, if the Receiver determines that sufficient  
28 Receivership Assets are readily available to fund the receivership, then the Receiver shall file such

1 finding with the Court, and the receivership shall continue until further order of the Court. If upon  
2 initial review the Receiver determines that readily available funds are insufficient to maintain the  
3 receivership, then the Receiver shall so notify the Court, and may request that the Court dissolve  
4 the receivership, or modify the duties and responsibilities of the Receiver and Receivership  
5 Defendants, and Plaintiff will not oppose such request, it being understood that the Receiver and  
6 professionals employed by the Receiver shall not be expected to perform services unless readily  
7 available assets exist to pay the expenses of the receivership.

8           r.       The Receiver shall cooperate fully with the Plaintiff or other regulatory  
9 agencies having jurisdiction over matters relating to the conduct of business of Receivership  
10 Defendants so as not to impair the ability of said regulatory agencies to perform their duly  
11 authorized investigative and enforcement duties.

12           s.       Any regulatory agency having jurisdiction over matters relating to  
13 Receivership Defendants' business shall be permitted to review, without exception, all reports of  
14 the Receiver and all books, records and files of Receivership Defendants at any time during  
15 normal business hours, with reasonable notice, and to make any abstracts or copies of said  
16 documents as it desires, provided that nothing herein shall waive or abrogate any applicable  
17 attorney-client or other legally recognized privilege.

18           t.       The Receiver's powers shall be in addition to, and not by way of limitation  
19 of, the powers described in California Corporations Code section 25530, subdivision (a),  
20 California Government Code section 13975.1 and California Code of Civil Procedure section 564  
21 et seq.

22           u.       The Receiver shall be vested with, and is authorized, directed and  
23 empowered to exercise, all of the powers of Receivership Defendants, their owners, officers,  
24 directors, shareholders, general partners or persons who exercise similar powers and perform  
25 similar duties; and that Receivership Defendants, their owners, officers, directors, shareholders,  
26 agents, employees, representatives, successors in interest, attorneys in fact and all persons acting  
27 in concert or participating with them, are hereby divested of, restrained and barred from exercising  
28 any of the powers vested herein in the Receiver.

1           v.       Receivership Defendants, including, but not limited to their owners,  
2 officers, directors, shareholders, agents, employees, representatives, salespersons, successors in  
3 interest, attorneys, assigns, subsidiaries, affiliates, and any other persons or entities under their  
4 control and all persons or entities in active concert or participation with Receivership Defendants,  
5 and all persons owing a duty of disclosure to Receivership Defendants, and each of them, shall  
6 cooperate with the Receiver in his investigation and shall immediately turn over to the Receiver  
7 Receivership Assets, books, records, papers, documentations, charts and/or descriptive material of  
8 all Receivership Assets, owned beneficially or otherwise, and wherever situated, and all books and  
9 records of accounts, title documents and other documents in the possession or under their control,  
10 which relate, directly or indirectly, to the Receivership Assets.

11           x.       Except by leave of this Court and during the pendency of this receivership,  
12 all clients, investors, trust beneficiaries, note holders, creditors, claimants, lessors and all other  
13 persons or entities seeking relief of any kind, in law or in equity, from Receivership Defendants  
14 and Receivership Assets, and all others acting on behalf of any such persons, including sheriffs,  
15 marshals, agents, employees, and attorneys are hereby restrained and enjoined, directly or  
16 indirectly, with respect to Receivership Defendants and Receivership Assets, from:

- 17           i.       Commencing, prosecuting, continuing or enforcing any suit or  
18                   proceeding, including arbitration, except by motion before this  
19                   Court;
- 20           ii.       Executing or issuing or causing the execution or issuance of any  
21                   court attachment, subpoena, replevin, execution or other process for  
22                   the purpose of impounding or taking possession of or interfering  
23                   with or creating or enforcing a lien;
- 24           iii.       Commencing or continuing judicial or non-judicial foreclosure  
25                   proceedings or proceedings for the appointment of a receiver;
- 26           iv.       Creating, perfecting, or enforcing any lien or encumbrance;
- 27           v.       Accelerating the due date of any obligation or claimed obligation;
- 28           vi.       Exercising any right of set-off;

- 1                   vii.    Taking, retaining, retaking or attempting to retake possession;
- 2                   viii.   Withholding or diverting any rent or other obligations;
- 3                   ix.     Using self-help or executing or issuing or causing the execution or
- 4                         issuance of any court attachment, subpoena, replevin, execution or
- 5                         other process for the purpose of impounding or taking possession of
- 6                         or interfering with or creating or enforcing a lien; and
- 7                   x.     Doing any act or thing whatsoever to interfere with the control of,
- 8                         the possession of, or management by, the Receiver herein, or to, in
- 9                         any way, interfere with or harass the Receiver or to interfere in any
- 10                        manner during the pendency of this proceeding, the discharging of
- 11                        the Receiver’s duties and responsibilities, and with the exclusive
- 12                        jurisdiction of this Court.
- 13                   y.     Any and all provisions of any agreement entered by and between any third
- 14                        party and Receivership Defendants, including, by way of illustration, but not limited to, the
- 15                        following types of agreements (as well as any amendments or modifications thereto), mortgages,
- 16                        partnerships agreements, financial guarantee bonds, joint venture agreements, promissory notes,
- 17                        remarketing agreements, loan agreements, security agreements, indemnification agreements,
- 18                        subrogation agreements, subordination agreements, deeds of trust, pledge agreements, assignments
- 19                        of rents and other collateral, financing statements, letters of credit, leases, insurance policies,
- 20                        guarantees, escrow agreements, management agreements, real estate brokerage and rental
- 21                        agreements, servicing agreements, consulting agreements, easement agreements, license
- 22                        agreements, franchise agreements, construction contracts, or employment contracts that provide in
- 23                        any manner that the selection, appointment, or retention of a Receiver or trustee by any court, or
- 24                        the entry of an order such as hereby made, shall be deemed to be, or otherwise operate as a breach,
- 25                        violation, event of default, termination, event of dissolution, event of acceleration, insolvency,
- 26                        bankruptcy, or liquidation, shall be stayed, and the assertion of any and all rights and remedies
- 27                        relating thereto shall also be stayed and barred, except as otherwise ordered by this Court, and this
- 28                        Court shall retain jurisdiction over any causes of action that have arisen or may otherwise arise

1 under any such provision.

2           z.       Receivership Defendants are responsible for the payment of costs, fees and  
3 expenses of Receiver incurred in connection with the performance of his duties, including the  
4 costs, fees and expenses of those persons who may be engaged or employed by the Receiver to  
5 assist her in carrying out her duties and obligations. The Receiver, the Receiver's employees and  
6 agents, and professionals employed by the Receiver, are entitled to monthly payment of interim  
7 compensation for services rendered, at their normal hourly rate, and monthly reimbursement for  
8 all expenses incurred by them on behalf of the receivership estate, and the Receiver is authorized  
9 to make such payments without further order of the Court. Within 10 days after such monthly  
10 payments, the Receiver shall serve written notice upon the counsel of record for Receivership  
11 Defendants and Plaintiff of the amount paid to each payee, with an itemization of the services  
12 rendered or expenses incurred.

13           aa.     Interim monthly fees paid shall be subject to review and approval by the  
14 Court, on a quarterly basis. This Court retains jurisdiction to award a greater or lesser amount as  
15 the full, fair and final value of such services. In the event that extraordinary services are performed  
16 by the Receiver, or any professionals employed by the Receiver, the Court may approve  
17 extraordinary compensation to such persons.

18           ab.     Neither Plaintiff, the State of California, the California Corporations  
19 Commissioner, the California Department of Corporations, nor any officer, employee or agent  
20 thereof shall have any liability for the payment, at any time, for any such fees or expenses in  
21 connection with said receivership.

22           ac.     That Receivership Defendants, their owners, officers, directors,  
23 shareholders, agents, employees, representatives, successors in interest, attorneys, and any other  
24 persons shall not take any action or purport to take any action, in the name of or on behalf of any  
25 Receivership Defendants or any of their subsidiaries and affiliates, without the written consent of  
26 the Receiver or order of this Court.

27           ad.     That Receivership Defendant and their subsidiaries and affiliates and their  
28 owners, officers, directors, shareholders, agents, employees, representatives, successors in interest,

1 and attorneys, shall cooperate with and assist the Receiver and shall take no action, directly or  
2 indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of her duties  
3 or interfere in any manner, directly or indirectly, with the custody, possession, management, or  
4 control by the Receiver of the Receivership Defendants and Receivership Assets, as described  
5 above.

6 ae. Receivership Defendant shall, within 10 days of the entry of the  
7 appointment, prepare and deliver to the Receiver and Plaintiff a detailed and complete schedule of  
8 all of their real and personal properties, and other assets, with a minimum value of \$500, including  
9 a description of the source of funds for the purchase of such assets. For purposes of this Order, the  
10 term "assets" shall include, but is no way limited to, income/compensation or right of  
11 income/compensation from any source, and any financial or controlling interest in any business  
12 entity, including, but not limited to, a partnership, trust, corporation, or limited liability company.  
13 Such accounting shall be filed with the Court and a copy shall be delivered to the Receiver. After  
14 completion of the accounting, each Receivership Defendant shall produce to the Receiver at a time  
15 agreeable to the Receiver, all books, records and other documents supporting or underlying his  
16 accountings.

17 af. Receivership Defendants, within 20 days from the date of entry of the  
18 appointment, shall transfer to a trust account of the Receiver all Receivership Assets that are  
19 presently held in domestic and foreign locations, to the extent said assets are transferable.

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Date: APR 12 2013

RONALD S. PRAGER

JUDGE OF THE SUPERIOR COURT