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FILED
Clerk of the Superior Court

JAN 10 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 AN ORDER TO SHOW CAUSE, A TEMPORARY RESTRAINING ORDER, APPOINTMENT OF A RECEIVER AND ANCILLARY RELIEF

IMAGED FILE

Judge: Hon. Ronald S. Prager
Dept: C-71
Hearing Date: January 10, 2013
Hearing Time: 8:15 a.m.

Date Action Filed: December 19, 2012

1 The Ex Parte Application for an Order for Injunctive Relief, Appointment of Receiver and
2 Ancillary Relief came on regularly on January 10, 2013 at 8:15 a.m. in Department 71 of the
3 above entitled court, located at 330 W. Broadway, San Diego California 92101. Plaintiff, the
4 People of the State of California by and through the California Corporations Commissioner
5 (“Plaintiff” or “Commissioner”) was represented by her counsel Alex M. Calero.

6 THE COURT FINDS, after consideration of Plaintiff’s Ex Parte Application, Complaint,
7 Memorandum of Points and Authorities in support thereof, declarations and evidence in support
8 thereof, that Plaintiff has demonstrated a substantial likelihood of prevailing on the merits of the
9 action and in the absence of any substantive opposition or defense and for good cause appearing,

10 IT IS ORDERED THAT:

11 Pursuant to Code of Civil Procedure section 527(d)(1), an Order to Show Cause hearing
12 shall be held on 2/8/13, at 10:00 a.m., in Department 71 of the above entitled court, at
13 which time defendants AMERICAN EQUITY DIRECT, LLC, AMERICAN EQUITY REAL
14 ESTATE PARTNERS, LLC, AMERICAN EQUITY, LLC, INTEGRITY RETIREMENT
15 PARTNERS, LLC, INTEGRITY RETIREMENT PARTNERS NV CORP., MASTERS OF
16 RETIREMENT, INC., RICHARD WILLIAM PROVENCIO, CARMEN VALDAVINO
17 PROVENCIO, aka CARMEN VALDAVINO ANDERLE, and JULIO ANGEL GOMEZ and
18 Does 1 through 10, inclusive (collectively “DEFENDANTS”), and relief defendants, WCM
19 DIRECT, LLC, WINDSOR PROPERTY AND SURETY, LLC and WINDSOR PROPERTY &
20 SURETY, LLC and Relief Does 1 through 10 (collectively “RELIEF DEFENDANTS”), shall
21 show cause why a preliminary injunction and confirmation of the appointment of the receiver
22 should not be granted. The hearing shall be held in accordance with Code of Civil Procedure
23 section 527(e).

24 If DEFENDANTS and RELIEF DEFENDANTS choose to submit written statements or
25 objections to the issuance of a preliminary injunction and confirmation of the appointment of a
26 receiver, papers must be filed with this Court no later than 1/24/13 at 4:00 p a.m. and served
27 on Plaintiff at 1350 Front Street, Room 2034, San Diego, CA 92101. If Plaintiff chooses to file a
28 reply, papers must be filed no later than 2/1/13 at NOON a.m. and served on DEFENDANTS

1 and RELIEF DEFENDANTS.

2 A copy of this Order, the Complaint, Memorandum of Points and Authorities in support
3 thereof, the declarations and all other exhibits in support thereof, together with a copy of the Order
4 to Show Cause shall be served on all DEFENDANTS and RELIEF DEFENDANTS no later than
5 1/14/13.

6 IT IS FURTHER ORDERED THAT:

7 Pursuant to California Corporations Code section 25530, a temporary restraining order is
8 hereby issued, restraining and enjoining DEFENDANTS and their respective subsidiaries,
9 affiliates, agents, employees, representatives or successors in interest and assigns, wherever
10 situated from, directly or indirectly:

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

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

18 Pursuant to California Corporations Code section 25530, a temporary restraining order is
19 hereby issued, restraining and enjoining DEFENDANTS and RELIEF DEFENDANTS and their
20 respective subsidiaries, affiliates, agents, employees, representatives or successors in interest and
21 assigns, wherever situated, from, directly or indirectly:

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

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1 2. Withdrawing from any bank or other account, transferring, changing, disbursing,
2 selling, dissipating, converting, pledging, assigning, foreclosing, or otherwise disposing of any
3 real or personal property, funds, negotiable instruments, certificates of deposit and/or assets in
4 their possession or under their control, or in the possession of, or under the control of any of them,
5 without limitation, in the name of or for the benefit of any of the DEFENDANTS or RELIEF
6 DEFENDANTS, and each of them, without leave of the Court.

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

8 Good cause exists for an appointment of a receiver, pursuant to California Corporations
9 Code section 25530, over defendants, AMERICAN EQUITY DIRECT, LLC, AMERICAN
10 EQUITY REAL ESTATE PARTNERS, LLC, AMERICAN EQUITY, LLC, INTEGRITY
11 RETIREMENT PARTNERS, LLC, INTEGRITY RETIREMENT PARTNERS NV CORP.,
12 MASTERS OF RETIREMENT, INC., and such Does as may be subsequently named, and their
13 respective subsidiaries and successor in interest and assigns, wherever situated (collectively,
14 “Receivership Defendants”).

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

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

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

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

23 i. Any and all real and personal property, including the real properties
24 located at 5560 Ashland Avenue, St. Louis, Missouri 63120, 5564 Ashland Avenue, St. Louis,
25 Missouri,63120, 3130 Michigan Avenue, Unit A, St. Louis, Missouri 63118, 3130 Michigan
26 Avenue, Unit C, St. Louis, Missouri 63118, 3132 Michigan Avenue, Unit B, St. Louis, Missouri
27 63118, 3132 Michigan Avenue, Unit D, St. Louis, Missouri 63118, 4626 Page Boulevard, Unit A,
28 St. Louis, Missouri 63113, 4626 Page Boulevard, Unit C, St. Louis, Missouri 63113, 4628 Page

1 Boulevard, Unit B, St. Louis, Missouri 63113, 4686 Page Boulevard, Unit D, St. Louis, Missouri
2 63113, 1679 Lisbon Drive SW, Atlanta, Georgia 30310, 1369 Lanvale Drive SW, Atlanta,
3 Georgia 30310 and 6067 Holiday Boulevard, Forest Park, Georgia 30297, investor funds,
4 collateral, premises, choses of action and other assets, books, records and papers in the possession,
5 custody or control of Receivership Defendants, or to which Receivership Defendants have any
6 right of possession, custody or control, beneficially or otherwise, irrespective of whosoever holds
7 such assets (except for those assets seized pursuant to search warrant), including all such assets
8 which Receivership Defendants carry or maintain, or which may be received during the pendency
9 of this receivership, including, but not limited to books and records located at offices maintained
10 by Receivership Defendants, including at 1901 First Avenue, Suite 199, San Diego, California
11 92101, 355 3rd Avenue, Suite 106, Chula Vista, California 91910, 28202 Cabot Road, Suite 300,
12 Laguna Niguel, California 92677, 4640 Admiralty Way, Suite 310, Marina del Rey, CA 90292,
13 27635 Forbes Road, Suite A, Laguna Niguel, California 92677 and 979 K Avenue Pico, San
14 Clement, CA 92673;

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

21 iii. All funds, negotiable instruments and/or assets held with any
22 financial institution, including but not limited to, Bank of America, N.A., account number 15530-
23 67613, 15533-67145, 15535-42615, 15530-42769, 15531-42636, 15534-66008, 15534-66065,
24 15532-73255, 15534-60087, 15539-04401, 15536-04502, 15539-04686, 15535-04277, 15531-
25 04378, 15533-67126 and 12203-09287, and Wells Fargo, N.A., account number 6171253401,
26 9855507084, 7630948458, 7630945660, 7346013571, 716104400, 6785140036, 6785140044,
27 1889340160, 7834601846, 7834601853, 0782902746, 5103313325, 71671004418, 1456916434,
28 1304179417, 1304175845 and 2297155208, solely in the name of Defendants or in the name of

1 Defendants jointly with third-parties. The Receiver shall be authorized to obtain all records for all
2 accounts held in the name of Receivership Defendants (including, but not limited to monthly
3 statements, deposit details, wire transfer advices, signature cards, and canceled checks) and shall
4 be further authorized to withdraw or transfer any balances from said accounts to accounts he opens
5 pursuant to paragraph 2(i); and

6 iv. All funds, negotiable instruments and/or assets held with any
7 financial institution, including but not limited to, Bank of America, N.A., account number 15530-
8 67613, 15533-67145, 15535-42615, 15530-42769, 15531-42636, 15534-66008, 15534-66065,
9 15532-73255, 15534-60087, 15539-04401, 15536-04502, 15539-04686, 15535-04277, 15531-
10 04378, 15533-67126 and 12203-09287, and Wells Fargo, N.A., account number 6171253401,
11 9855507084, 7630948458, 7630945660, 7346013571, 716104400, 6785140036, 6785140044,
12 1889340160, 7834601846, 7834601853, 0782902746, 5103313325, 71671004418, 1456916434,
13 1304179417, 1304175845 and 2297155208, in the name of Defendants, directly or indirectly, and
14 each of them. The Receiver shall be authorized to obtain all records for all accounts held in the
15 name of Receivership Defendants (including, but not limited to monthly statements, deposit
16 details, wire transfer advices, signature cards, and canceled checks) and shall be further authorized
17 to withdraw or transfer any balances from said accounts to accounts he opens pursuant to
18 paragraph 2(i).

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

25 c. The Receiver shall have full power to marshal, collect, receive, review,
26 observe, discover and take charge of all Receivership Assets and all accounts or safe deposit boxes
27 held in the name of Receivership Defendants in any financial depositories or other institutions,
28 including, but not limited to all Bank of America and Wells Fargo accounts, on an ongoing and

1 continual basis pursuant to this Court's order.

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

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

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

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

17 h. The Receiver shall undertake an independent review into the affairs and
18 transactions of Receivership Defendants and file with this Court, within 120 days, and every six
19 months thereafter, a report detailing the Receiver's findings of his review of the condition of the
20 Receivership Assets and Receivership Defendants, or other affairs and transactions of
21 Receivership Defendants, reflecting the existence of any liabilities, both those claimed by others to
22 exist and those to which the Receiver believes to be the legal obligations of each of said
23 Receivership Defendants, including a review of any possible conflicts of interest and any further
24 information the Receiver believes may assist in an equitable disposition of this matter, and to
25 include in the report the Receiver's opinion regarding the ability of the Receivership Defendants to
26 meet their obligations as they come due, and the Receiver's recommendation regarding the
27 necessity for, and the best method of handling, preserving, or disposing of the Receivership
28 Assets.

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

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

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

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

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

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

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

1 the Court.

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

8 q. Upon the Receiver's appointment, the Receiver shall undertake an
9 immediate review of all readily available Receivership Assets in order to determine the economic
10 viability of a receivership. Upon such review, if the Receiver determines that sufficient
11 Receivership Assets are readily available to fund the receivership, then the Receiver shall file such
12 finding with the Court, and the receivership shall continue until further order of the Court. If upon
13 initial review the Receiver determines that readily available funds are insufficient to maintain the
14 receivership, then the Receiver shall so notify the Court, and may request that the Court dissolve
15 the receivership, or modify the duties and responsibilities of the Receiver and Receivership
16 Defendants, and Plaintiff will not oppose such request, it being understood that the Receiver and
17 professionals employed by the Receiver shall not be expected to perform services unless readily
18 available assets exist to pay the expenses of the receivership.

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

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

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

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

12 v. Receivership Defendants, including, but not limited to their owners,
13 officers, directors, shareholders, agents, employees, representatives, salespersons, successors in
14 interest, attorneys, assigns, subsidiaries, affiliates, and any other persons or entities under their
15 control and all persons or entities in active concert or participation with Receivership Defendants,
16 and all persons owing a duty of disclosure to Receivership Defendants, and each of them, shall
17 cooperate with the Receiver in his investigation and shall immediately turn over to the Receiver
18 Receivership Assets, books, records, papers, documentations, charts and/or descriptive material of
19 all Receivership Assets, owned beneficially or otherwise, and wherever situated, and all books and
20 records of accounts, title documents and other documents in the possession or under their control,
21 which relate, directly or indirectly, to the Receivership Assets.

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

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- 1 i. Commencing, prosecuting, continuing or enforcing any suit or
- 2 proceeding, including arbitration, except by motion before this
- 3 Court;
- 4 ii. Executing or issuing or causing the execution or issuance of any
- 5 court attachment, subpoena, replevin, execution or other process for
- 6 the purpose of impounding or taking possession of or interfering
- 7 with or creating or enforcing a lien;
- 8 iii. Commencing or continuing judicial or non-judicial foreclosure
- 9 proceedings or proceedings for the appointment of a receiver;
- 10 iv. Creating, perfecting, or enforcing any lien or encumbrance;
- 11 v. Accelerating the due date of any obligation or claimed obligation;
- 12 vi. Exercising any right of set-off;
- 13 vii. Taking, retaining, retaking or attempting to retake possession;
- 14 viii. Withholding or diverting any rent or other obligations;
- 15 ix. Using self-help or executing or issuing or causing the execution or
- 16 issuance of any court attachment, subpoena, replevin, execution or
- 17 other process for the purpose of impounding or taking possession of
- 18 or interfering with or creating or enforcing a lien; and
- 19 x. Doing any act or thing whatsoever to interfere with the control of,
- 20 the possession of, or management by, the Receiver herein, or to, in
- 21 any way, interfere with or harass the Receiver or to interfere in any
- 22 manner during the pendency of this proceeding, the discharging of
- 23 the Receiver's duties and responsibilities, and with the exclusive
- 24 jurisdiction of this Court.
- 25 y. Any and all provisions of any agreement entered by and between any third
- 26 party and Receivership Defendants, including, by way of illustration, but not limited to, the
- 27 following types of agreements (as well as any amendments or modifications thereto), mortgages,
- 28 partnerships agreements, financial guarantee bonds, joint venture agreements, promissory notes,

1 remarketing agreements, loan agreements, security agreements, indemnification agreements,
2 subrogation agreements, subordination agreements, deeds of trust, pledge agreements, assignments
3 of rents and other collateral, financing statements, letters of credit, leases, insurance policies,
4 guarantees, escrow agreements, management agreements, real estate brokerage and rental
5 agreements, servicing agreements, consulting agreements, easement agreements, license
6 agreements, franchise agreements, construction contracts, or employment contracts that provide in
7 any manner that the selection, appointment, or retention of a Receiver or trustee by any court, or
8 the entry of an order such as hereby made, shall be deemed to be, or otherwise operate as a breach,
9 violation, event of default, termination, event of dissolution, event of acceleration, insolvency,
10 bankruptcy, or liquidation, shall be stayed, and the assertion of any and all rights and remedies
11 relating thereto shall also be stayed and barred, except as otherwise ordered by this Court, and this
12 Court shall retain jurisdiction over any causes of action that have arisen or may otherwise arise
13 under any such provision.

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

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

1 extraordinary compensation to such persons.

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

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

11 ad. That Receivership Defendant and their subsidiaries and affiliates and their
12 owners, officers, directors, shareholders, agents, employees, representatives, successors in interest,
13 and attorneys, shall cooperate with and assist the Receiver and shall take no action, directly or
14 indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of her duties
15 or interfere in any manner, directly or indirectly, with the custody, possession, management, or
16 control by the Receiver of the Receivership Defendants and Receivership Assets, as described
17 above.

18 ae. Receivership Defendant shall, within 10 days of the entry of the
19 appointment, prepare and deliver to the Receiver and Plaintiff a detailed and complete schedule of
20 all of their real and personal properties, and other assets, with a minimum value of \$500, including
21 a description of the source of funds for the purchase of such assets. For purposes of this Order, the
22 term “assets” shall include, but is no way limited to, income/compensation or right of
23 income/compensation from any source, and any financial or controlling interest in any business
24 entity, including, but not limited to, a partnership, trust, corporation, or limited liability company.
25 Such accounting shall be filed with the Court and a copy shall be delivered to the Receiver. After
26 completion of the accounting, each Receivership Defendant shall produce to the Receiver at a time
27 agreeable to the Receiver, all books, records and other documents supporting or underlying his
28 accountings.

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

Date: JAN 10 2013

RONALD S. PRAGER

JUDGE OF THE SUPERIOR COURT