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2007 MAY 14 PM 2:15

SACRAMENTO COURTS
DEPT. #54

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SACRAMENTO

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

14 Plaintiff,

15 vs.

16 Eurobrand, Inc., Samuel & Cohen Media, LLC.,
17 Mintech International, Inc., and Daniel Cohen,
individually, and DOES 1 through 20, inclusive.

18 Defendants.

Case No. 07AS02200

ORDER GRANTING APPLICATION FOR
TEMPORARY RESTRAINING ORDER;
ASSET FREEZE; and APPOINTMENT OF
RECEIVER

(Corporations Code §§ 25110, 25401, 25530
and 25535)

DATE: 5/14/07
TIME: 1:30
DEPT: 54
TRIAL DATE: None set

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20 The Order to Show Cause hearing re: Application for Temporary Restraining Order, Asset
21 Freeze and Appointment of a Receiver came on regularly at the above date and time and in the
22 Department indicated, before the Honorable Shelby Anne Clancy presiding. Mary Ann Clark, Senior
23 Corporations Counsel, and Erik Brunkal, Senior Corporations Counsel, appeared for Plaintiff, the
24 People of the State of California by and through the California Corporations Commissioner. No
25 appearances were made on behalf of any defendant for good cause demonstrated by plaintiff.

26 After consideration of Plaintiff's Ex Parte Application, Complaint, Memorandum of Points
27 and Authorities in support thereof, Declarations in support thereof; and other supporting declarations

1 and exhibits filed by Plaintiff in this action, and FOR GOOD CAUSE APPEARING

2 IT IS HEREBY ORDERED THAT:

3 A Temporary Restraining Order, as more fully set forth below, is hereby issued. An asset
4 freeze and ~~appointment of a receiver~~ as requested in the Application are hereby ordered on the terms
5 and conditions as set forth in the Application of Plaintiff, as more fully set forth below.

6 Pursuant to Code of Civil Procedure section 527(d)(1), an Order to Show Cause hearing shall
7 be held on May 29, 2007, at 9:00 am, in Department 54 of this court, at
8 which time defendants shall show why a preliminary injunction should not be granted. The hearing
9 shall be held in accordance with section 527(e).

10 IT IS FURTHER ORDERED THAT:

11 1. A freeze be placed on all funds, negotiable instruments and/or assets held in any bank
12 savings or checking or other accounts, certificates of deposit, safe deposit box, or otherwise, without
13 limitation, in the name of or for the benefit of defendants, Eurobrand, Inc., Samuel & Cohen Media,
14 LLC., Mitech International, Inc., and Daniel Cohen, individually, directly or indirectly, and each of
15 them, including, but not limited to Wells Fargo Bank, Washington Mutual Bank, Countrywide
16 Financial and any depository or investment account in any financial institution that the Receiver may
17 discover at a later date containing investor funds, upon presentation of this Order.

18 2. The banks and financial institutions listed above shall not notify the account holders
19 subject to this Order, unless further ordered to do so by this Court.

20 IT IS FURTHER ORDERED THAT:

21 1. A Temporary Restraining Order issue restraining and enjoining all Defendants, their
22 officers, directors, successors in interest, agents, employees, attorneys in fact, and all persons acting
23 in concert or participating with them, or any of them, except the Receiver in the lawful exercise of his
24 duties under the receivership, from directly or indirectly:

25 a. Selling or purchasing or offering to sell or purchase any security as defined by
26 California law, without first qualifying that security as required by law.

1 b. Violating Corporations Code Section 25110 of the Corporate Securities Law of 1968
2 ("CSL") by offering or selling unqualified non-exempt stock, or any other securities.

3 c. Violating Corporations Code Section 25401 by offering or selling or buying or
4 offering to buy stock or any other securities by means of any written or oral communication which
5 includes an untrue statement of a material fact or omits to state a material fact necessary in order to
6 make the statements made, in light of the circumstances under which they were made, not
7 misleading.

8 d. Violating the California Department of Corporations Desist and Refrain Order issued
9 February 6, 2006.

10 e. Removing, destroying, mutilating, concealing, altering, transferring, or otherwise
11 disposing of, in any manner, any books, records, documents, correspondence, brochures, manuals, or
12 other documentation of any kind in the possession, custody or control of any of the Defendants that
13 relate in any way to the offer and sale of securities, specifically, but not including, investment
14 contracts and stocks.

15 f. Transferring, changing, disbursing, selling, dissipating, converting, pledging,
16 assigning, foreclosing or otherwise disposing of any real or personal property or other assets, in their
17 possession or under their control, or in the possession of, or under the control of any of them, without
18 further Order from this Court.

19 g. Withdrawing from any bank account, transferring, changing, disbursing, selling,
20 dissipating, converting, pledging, assigning, foreclosing, or otherwise disposing of any real property
21 or personal property in their possession or under their control, or in the possession of, or under the
22 control of, any of the Defendants, without further Order from this Court.

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1 THE COURT FURTHER FINDS THAT:

2 Good cause exists for the appointment of a receiver and that Robb Evans and Associates,
3 LLC, www.RobbEvans.com, is qualified to act as such receiver.

4 IT IS THEREFORE ORDERED THAT:

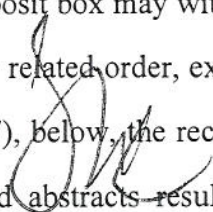
5 1. Robb Evans and Associates, LLC, be authorized and directed to take possession of all
6 real and personal property and assets of defendants, Eurobrand, Inc. DBA Euromint, Samuel &
7 Cohen Media, LLC., Mintech International, Inc., and Daniel Cohen, individually, whether directly or
8 indirectly owned, beneficially or otherwise by, or in the possession, custody or control of defendants,
9 and each of them, and such Does as may be subsequently named (hereinafter "receivership
10 defendants"), and their respective subsidiaries and affiliates, and their successors and assigns
11 wherever situated, or to which receivership defendants have any right of possession, custody or
12 control, beneficially or otherwise, irrespective of whosoever holds such assets, including all such
13 assets which receivership defendants carry or maintain, or which may be received during the
14 pendency of this receivership, in order to obtain an adequate accounting of receivership defendants'
15 assets and liabilities and to secure a marshalling of said assets; and

16 2. For good cause appearing, the Receiver's bond is hereby waived.

17 3. Upon his appointment and entering upon his duties, the receiver is authorized,
18 empowered and directed: to marshal, collect, review, observe, discover and take charge of all the real
19 and personal property, premises and other assets of, or in the possession of or under the control of
20 receivership defendants, beneficially or otherwise, or wherever else situated, including, but not
21 limited to the following premises:

- 22 1. Daniel Cohen
23 4119 Prado De La Pluma
24 Calabasas, California
- 25 2. Eurobrand, Inc. DBA Euromint
26 26565 Agoura Road, Calabasas, California
- 27 3. Samuel & Cohen Media, LLC
28 26565 Agoura Road, Calabasas, California
- 29 4. Mintech International, Inc.
30 26565 Agoura Road, Calabasas, California

1 and all accounts or safe deposit boxes of receivership defendants in financial depository or other
2 institutions, including, but not limited to Wells Fargo Bank, Washington Mutual, Countrywide
3 Financial, and of any other property in which receivership defendants have an interest, regardless by
4 whom it may be held, beneficially or otherwise, on an ongoing and continual basis pursuant to this
5 court's order.

6 No other signatory, including spouses or relatives of receivership defendants, on any bank
7 account, investment account or safe deposit box may withdraw or cause to be withdrawn any amount
8 from the accounts frozen by this or any related order, except by Order from the Court. Periodically,
9 as set forth in subparagraphs (6) and (7), below, the receiver shall report to this Court the results of
10 the review, observation, discovery and abstracts  resulting from the activities of the receiver as
11 ordered by this Court, and specifically on any commingling of funds, unauthorized loans or other
12 disposition of property of whatever description between any and each of the receivership defendants
13 herein and/or any person, corporation, entity, sole proprietorship, affiliate, association of whatever
14 type or structure, whether or not said entities are or are not defendants in this action;

15 4. To employ attorneys upon further order of this Court to assist the receiver in the
16 performance of his duties and responsibilities, such employment to be approved by the Court upon ex
17 parte application of the receiver;

18 5. To employ other such persons, including accountants, investigators, clerical and
19 professional personnel, and the receiver's in-house staff and counsel, to perform such tasks as may be
20 necessary to aid the receiver in the performance of his duties and responsibilities, without further
21 order of the court;

22 6. To file, within thirty (30) days of his qualification and appointment hereunder, an
23 initial inventory of all property, which he shall then have reviewed, observed and/or discovered
24 pursuant to this Court's order. Additionally, the receiver is to file one or more supplemental
25 inventories when and if he shall subsequently come into knowledge of additional items appropriate to
26 the inventory;

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7. To undertake an independent review into the affairs and transactions of receivership defendants and to file with this Court, within 120 days, and every six months thereafter, a report detailing the receiver's findings of his review of the condition of receivership defendants, other affairs and transactions of receivership defendants, reflecting the existence of any liabilities, both those claimed by others to exist and those to which the receiver believes to be the legal obligations of each of said receivership defendants, including a review of any possible conflicts of interest and any further information the receiver believes may assist in an equitable disposition of this matter, and to include in the report the receiver's opinion regarding the ability of said receivership defendants to meet their obligations as they come due, and the receiver's recommendation regarding the necessity for, and the best method of handling, preserving, or disposing of said assets;

8. To invest funds of the receivership estate in any interest-bearing obligations of the United States or in any interest-bearing accounts in financial institutions approved by the United States Trustee as an authorized depository for funds of bankruptcy estate, without further order of the Court; and to be the signatory on all bank accounts of receivership defendants, and each of them, including, but not limited to Wells Fargo Bank, and any depository or investment account in any financial institution that the Receiver may discover at a later date containing investor funds, upon presentation of this Order.

9. To bring such proceedings as are necessary to enforce the provisions hereof, including issuance of subpoenas to compel testimony or production of documents as to the existence or location of assets or any other information pertinent to the business, financial affairs, and other transactions of receivership defendants;

10. To bring such proceedings as are necessary to modify the provisions hereof, as the receiver deems appropriate;

11. To make such payments and disbursements from the funds so taken into custody, control and possession of the receiver or otherwise received by him, as may be necessary and advisable in discharging his duties as receiver, without further order of the court, including, without

1 limitation, the payment of interim compensation to the receiver and persons or entities under (4) and
2 (5) above, subject to the provisions of paragraph 12;

3 12. To carry on any lawful business activity of the entities and persons or entities in
4 receivership, to preserve investors' assets and to foreclose and/or actively seek and negotiate with
5 potential buyers, assignees or other parties who may be interested in acquiring, purchasing, leasing,
6 subleasing or renting real or personal property of defendants and to sell, lease, sublease or rent such
7 real or personal property of defendants, subject to Court approval;

8 13. To institute, prosecute, defend, compromise, intervene in and become a party, either in
9 his own name or in the name of defendants, to such suits, actions or proceedings as may be necessary
10 for the protection, maintenance, recoupment or preservation of the assets or property of receivership
11 defendants, or in his custody, in his discretion, without further order of the Court; and

12 14. To divert, take possession of and secure all mail of receivership defendants, in order to
13 screen such mail, retaining so much as relates to the business of receivership defendants, and
14 forwarding to the individual or other appropriate addresses so much as is not, in the receiver's
15 opinion, appropriate for retention by him, and to effect a change in the rights to use any and all post
16 office boxes and other mail collection facilities used by receivership defendants.

17 15. Upon the receiver's appointment, the receiver shall undertake an immediate review of
18 all readily available assets of the receivership defendants in order to determine the economic viability
19 of a receivership. Upon such review, if the receiver determines that sufficient assets are readily
20 available to fund the receivership, then the receiver shall file such finding with the Court, and the
21 receivership shall continue until further order of the Court. If upon initial review the receiver
22 determines that readily available assets are insufficient to maintain the receivership, then the receiver
23 shall so notify the Court, and may request that the Court dissolve the receivership, or modify the
24 duties and responsibilities of the receiver, and Plaintiff shall not unreasonably oppose such request, it
25 being understood that the receiver and professionals employed by the receiver shall not be expected
26 to perform services unless readily available assets exist to pay the expenses of the receivership.

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1 16. The receiver shall cooperate fully with the California Department of Corporations, and
2 any other state and federal law enforcement or other regulatory agencies having jurisdiction over
3 matters relating to the conduct or business of defendants so as not to impair the ability of said state
4 and federal law enforcement regulatory agencies to perform their duly authorized investigative and
5 enforcement duties.

6 17. Any state or federal law enforcement or regulatory agency having jurisdiction over
7 matters relating to defendants' business shall be permitted to review, without exception, all reports of
8 the receiver and all books, records, and files of defendants at any time during normal business hours,
9 with reasonable notice, and to make any abstracts or copies of said documents as it desires, provided
10 that nothing herein shall waive or abrogate any applicable attorney-client or other legally recognized
11 privilege.



12 18. The receiver's powers shall be in addition to, and not by way of limitation of, the
13 powers described in Corporations Code Sections 25530(a), and Government Code Section 13975.1
14 and Code of Civil Procedure Sections 564, et seq.

15 19. The receiver shall be vested with, and is authorized, directed and empowered to
16 exercise, all of the power of receivership defendants, their officers, directors, shareholders, general
17 partners or persons who exercise similar powers and perform similar duties; and that receivership
18 defendants, their officers, agents, employees, representatives, directors, successors in interest,
19 attorneys in fact and all persons acting in concert or participating with them, are hereby divested of,
20 restrained and barred from exercising any of the powers vested herein in the receiver. The receiver
21 has the authority to file bankruptcy.

22 20. Defendants, including, but not limited to the receivership defendants, their officers,
23 directors, shareholders, agents, servants, employees, attorneys, salespersons, successors, assigns,
24 subsidiaries, affiliates, and other persons or entities under their control and all persons or entities in
25 active concert or participation with defendants, and all persons owing a duty of disclosure to
26 defendants, and each of them, shall cooperate with the receiver in his investigation and shall
27 immediately turn over to the receiver records, documentation, charts and/or descriptive material of all

1 funds, assets, property owned beneficially or otherwise, and all other assets of receivership
2 defendants wherever situated, and all books and records of accounts, title documents and other
3 documents in the possession or under their control, which relate, directly or indirectly, to assets of
4 receivership defendants.

5 21. Except by leave of this Court and during the pendency of this receivership, all
6 claimants, creditors, lessors and other persons seeking relief of any kind, in law or in equity, from
7 receivership defendants, and all others acting on behalf of any such persons, including sheriffs,
8 marshals, servants, agents and employees, are restrained and enjoined, directly or indirectly, from:

9 a. Commencing, prosecuting, continuing or enforcing any suit or proceeding,
10 except by motion before this court;

11 b. Executing or issuing or causing the execution or issuance of any court
12 attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking
13 possession of or interfering with or creating or enforcing a lien upon any property owned or in the
14 possession of receivership defendants, its subsidiaries or affiliates, or the receiver appointed therein,
15 wherever situated;

16 c. Commencing or continuing judicial or non-judicial foreclosure proceedings or
17 proceedings for the appointment of a receiver for any property owned or claimed by receivership
18 defendants in this action;

19 d. Creating, perfecting, or enforcing any lien or encumbrance against any real or
20 personal property;

21 e. Accelerating the due date of any obligation or claimed obligation;

22 f. Exercising any right of set-off;

23 g. Taking, retaining, retaking or attempting to retake possession of any real or
24 personal property;

25 h. Withholding or diverting any rent or other obligation; and

26 i. Doing any act or thing whatsoever to interfere with the possession of or
27 management by the receiver herein and of the property and assets owned, controlled or in the

1 possession of receivership defendants or to, in any way, interfere with the receiver or to interfere in
2 any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over
3 defendants.

4 22. Any and all provisions of any agreement entered into by and between any third party
5 and receivership defendants, including, by way of illustration, but not limited to, the following types
6 of agreements (as well as any amendments or modifications thereto), mortgages, partnership
7 agreements, financial guarantee bonds, joint venture agreements, promissory notes, remarketing
8 agreements, loan agreements, security agreements, indemnification agreements, subrogation
9 agreements, subordination agreements, deeds of trust, pledge agreements, assignments of rents and
10 other collateral, financing statements, letters of credit, leases, insurance policies, guarantees, escrow
11 agreements, management agreements, real estate brokerage and rental agreements, servicing
12 agreements, consulting agreements, easement agreements, license agreements, franchise agreements,
13 construction contracts, or employment contracts that provide in any manner that the selection,
14 appointment, or retention of a receiver or trustee by any court, or the entry of an order such as hereby
15 made, shall be deemed to be, or otherwise operate as a breach, violation, event of default,
16 termination, event of dissolution, event of acceleration, insolvency, bankruptcy, or liquidation, shall
17 be stayed, and the assertion of any and all rights, remedies relating thereto shall also be stayed and
18 barred, except as otherwise ordered by this Court, and this Court shall retain jurisdiction over any
19 causes of action that have arisen or may otherwise arise under any such provision.

20 23. The receiver, the receiver's employees and agents, and professionals employed by the
21 receiver, are entitled to monthly payment of interim compensation for services rendered, at their
22 normal hourly rates, and monthly reimbursement for all expenses incurred by them on behalf of the
23 receivership estate, and the receiver is authorized to make such payments without further order of the
24 court. Within 10 days after such monthly payments, the receiver shall serve written notice upon the
25 counsel of record for receivership defendants of the amount paid to each payee, with an itemization
26 of the services rendered or expenses incurred.

1 24. Interim monthly fees paid shall be subject to review and approval by this Court, on a
2 quarterly basis. This Court retains jurisdiction to award a greater or lesser amount as the full, fair and
3 final value of such services. In the event that extraordinary services are performed by the receiver, or
4 any professionals employed by the receiver, the Court may approve extraordinary compensation to
5 such persons.

6 25. Neither Plaintiff, the California Corporations Commissioner, the State of California,
7 the Department of Corporations, nor any officer, employee or agent of the Department, shall have
8 any liability for the payment, at any time, for any such fees or expenses in connection with said
9 receivership.

10 IT IS FURTHER ORDERED that Defendants, Eurobrand, Inc. DBA Euromint, Samuel &
11 Cohen Media, LLC., Mintech International, Inc., and Daniel Cohen, individually and their officers,
12 agents, servants, employees and attorneys, and any other persons who are in custody, possession or
13 control of any assets, collateral, books, records, papers or other property of Defendants shall
14 forthwith give access to and control of such property to the Receiver.

15 IT IS FURTHER ORDERED that no officer, agent, servant, employee, or attorney of
16 Eurobrand, Inc. DBA Euromint, Samuel & Cohen Media, LLC., Mintech International, Inc., and
17 Daniel Cohen, individually or their subsidiaries or affiliates, shall take any action or purport to take
18 any action, in the name of or on behalf of any receivership defendant or any of their subsidiaries and
19 affiliates, without the written consent of the Receiver or order of this Court.

20 IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of this
21 receivership, all clients, investors, trust beneficiaries, note holders, creditors, claimants, lessors, and
22 all other persons or entities seeking relief of any kind, in law or equity, from Defendants and all
23 persons acting on behalf of any such investor, trust beneficiary, note holder, creditor, claimant, lessor,
24 or other person, including sheriffs, marshals, servants, agents, employees, and attorneys, are hereby
25 restrained and enjoined from, directly or indirectly with respect to receivership defendants:

- 26 A. using self-help or executing or issuing or causing the execution or issuance of any
27 court attachment, subpoena, replevin, execution or other process for the purpose of

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impounding or taking possession of or interfering with or creating or enforcing a lien upon any property or property interest owned by or in the possession of receivership defendants and any partnerships or joint ventures for which receivership defendants are the Managing General Partner, wherever situated; and

B. doing any act or thing whatsoever to interfere with taking control, possession or management by the Receiver appointed hereunder of the property and assets owned, controlled or in the possession of receivership Defendants or in any way to interfere with or harass the temporary receiver or to interfere in any manner with the discharge of his or her duties and responsibilities hereunder.

IT IS FURTHER ORDERED that receivership Defendants and their subsidiaries and affiliates and their officers, agents, servants, employees and attorneys, shall cooperate with and assist the Receiver and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the Receiver of the funds, assets, collateral, premises, and choses in action described above.

IT IS FURTHER ORDERED that each defendant named herein shall, within ten (10) days of the entry of this Order, prepare and deliver to the Receiver a detailed and complete schedule of all of his personal assets, including a description of the source of funds for the purchase of such assets. For purposes of this Order, the term "assets" shall include income/compensation or right of income/compensation from any source, and any financial or controlling interest in any business entity, including, but not limited to, a partnership, trust, corporation, or limited liability company. Such accounting shall be filed with the Court and a copy shall be delivered to the Receiver. After completion of the accounting, each defendant named herein shall produce to the Receiver at a time agreeable to the Receiver, all books, records and other documents supporting or underlying his accountings.


IT IS FURTHER ORDERED that within ten (10) days from the date of this Order, all receivership defendants shall transfer to a trust account fund of the Receiver all assets, funds, and

1 other property that is presently held in foreign locations in the name of any receivership defendant or
2 for the benefit of or under the control of any of them, or over which any of them exercise actual
3 investment or other authority, including signatory authority.

4 IT IS FURTHER ORDERED that the Receiver shall determine upon taking possession of the
5 Property whether in the Receiver's judgment there is sufficient insurance coverage. With respect to
6 any insurance coverage in existence or obtained, the Receiver shall be named as an additional insured
7 on the policies for the period that the Receiver shall be in possession of the Property. If sufficient
8 insurance coverage does not exist, the Receiver shall immediately notify the parties to this lawsuit
9 and shall have thirty (30) calendar days to procure sufficient all-risk and liability insurance on the
10 Property (excluding earthquake and flood insurance) provided, however, that if the Receiver does not
11 have sufficient funds to do so, the Receiver shall seek instructions from the Court with regard to
12 whether insurance shall be obtained and how it is to be paid for. If consistent with existing law, the
13 Receiver shall not be responsible for claims arising from the lack of procurement or inability to
14 obtain insurance.

15 IT IS FURTHER ORDERED that a copy of the Ex Parte Application, the Order Issuing the
16 Temporary Restraining Order, Asset Freeze and Appointing Receiver, the Complaint, the
17 Memorandum of Points and Authorities in support thereof, the Declarations in support thereof, and
18 all other declarations and exhibits in support thereof, together with a copy of the Order to Show
19 Cause shall be served on all defendants no later than May 15, 2007 at 5:00 p.m., pursuant to
20 CCP §527(d)(2). *Proof of service shall be filed no later than*
21 *IT IS SO ORDERED. 4:30pm, May 16, 2007.*

22 DATED: MAY 14 2007

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24 _____
25 SHELLEYANNE W.L. CHANG
26 JUDGE OF THE SUPERIOR COURT

27 *Opposition to this OSC shall be fax served and filed no later*
than 5/21/07.
Any Reply shall be fax served and filed no later than 5/23/07
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