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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

Securities And Exchange Commission,)	Case No.: No. SA CV 00-960 DOC (EEx)
)	
Plaintiff,)	Notice of Motion; Motion to Intervene
Patricia Porter Kryder f/k/a/)	
Patricia Kryder Ganier, et al. (the)	
"Investor Class"))	Date: February 26, 2001
)	
Applicants for Intervention)	Time: 8:30 a.m.
)	
vs.)	Place: Courtroom 9D
)	
TLC Investments & Trade Co., et al.)	U. S. Courthouse, Santa Ana,
)	California
Defendants)	
)	
)	
)	

To: The Honorable David O. Carter and all other interested parties.

Please take notice, that the undersigned will bring the above motion on for hearing before this Court in Courtroom 9D at the United States Courthouse Ronald Reagan Federal Building 411 West Fourth Street, Santa Ana, CA 927014516 on February 26, 2001 at 8:30 a.m. or as soon thereafter as counsel can be heard.

The applicants, Patricia Porter Kryder f/k/a/ Patricia Kryder Ganier, et al., (referred to as the "Investor Class" and comprised of approximately 1,000 persons with over \$70,000,000 invested with the Defendants), move for leave to intervene as plaintiffs in this action in order to insure that the applicants' interests are adequately represented. The applicants incorporate by reference the Complaint for Violations of the Federal Securities Laws filed by the Securities and Exchange Commission on October 3, 2000.

Under Rule 24 of the Federal Rules of Civil Procedure, upon timely application anyone shall be permitted to intervene when the applicant claims an interest relating to the property which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

On November 1, 2000, this Court entered an Order that, among other things, appointed Robb Evans as receiver of TLC, TLC America, TLC Brokerage, TLC Development, TLC Real Properties and their subsidiaries and affiliates,

with full powers of an equity receiver. On December 1, 2000, Richard O. Weed ("Weed"), on behalf of certain investors in the TLC entities, contacted the Receiver to request cooperation in the protection of the economic interests of the investors. A true and correct copy of that letter is attached hereto as Exhibit A. On December 5, 2000, Weed, on behalf of investors in the TLC entities, contacted the Receiver and requested access to certain information. A true and correct copy of that letter is attached hereto as Exhibit B. Later on December 5, 2000, Weed received a letter from the Receiver's counsel. A true and correct copy of that letter is attached hereto as Exhibit C. On December 18, 2000, Weed provided the names of over 700 investors in the TLC entities, to the Receiver's counsel and requested access to information so that the investors could explore alternatives to individual asset liquidations, such as a bulk sale of the real property assets or a plan of reorganization for the TLC entities. A true and correct copy of that letter is attached hereto as Exhibit D.

The investors would like to gain access to information in the hands of the Receiver so that the investors can explore alternatives to the Receiver's plan of liquidation. Alternative 1 involves a possible bulk sale of the real property assets to a real estate developer. The real estate developer proposes to purchase from an internationally recognized insurance company, single premium annuity contracts for each investor. Alternative 2 involves the engagement of a private management team to run the TLC entities according to a new business plan that will return more to the investors than the Receiver's plan of liquidation. The Receiver has stated publicly that investors may receive \$.50 on the \$1.00 over the next two years under his plan of liquidation.

In order to move forward with Alternative 1, the investors desire access to the following items from the Receiver:

1. A copy of the insurance binder put together by Kevin Dahlke covering some \$96,000,000 of residential real estate;
2. A copy of the insurance binder covering the commercial real estate; and
3. A copy of the insurance binder on the La Jolla property and beach house.

Alternatively, Weed requested that the Receiver call Mr. Dahlke, the insurance agent, at his office 619.287.8613 and grant him permission to share the information with the investors and Weed.

The insurance binders represent indications of value that could be utilized to evaluate a bulk purchase of the real property assets. In short, if there is insurance covering more than \$96,000,000 in improvements on the real property, an insurance company or developer could extrapolate a value for the underlying real estate, which is not insured, and the value of the improvements which are covered by the various insurance binders'. At every opportunity, the Receiver has refused to provide access to this information without a Court Order. Accordingly, the applicants' desire to intervene so that their interests may be adequately protected. It should be noted that

1. The Investor Class is familiar with the Receiver's reports to the Court and his public statement that their recovery will be \$.50 on the \$1.00 over the next two years under his plan of liquidation.
2. The Euro is now quite strong against the U.S. Dollar enabling European investors to bid more money for the real property assets.
3. The proposed transaction is not a "low ball offer", but may exceed \$120,000,000 which is substantially more the Receiver's entire plan of liquidation and only applies to the real property assets. (the Receiver can still chase funds offshore and sell racing animals for the benefit of the investors).

On January 3, 2001, the Receiver wrote to Excalibur (Bahamas) Ltd. and declined to devote the staff or legal time unless, the principal is identified and the broad framework of a proposal is reviewed. The Receiver also demanded bank references and financial statements. Both the insurance company and the real estate developer have requested that the Receiver execute written confidentiality/ non-disclosure agreements as a prerequisite to identifying the real estate developer and providing bank references. To date, the Receiver has refused and continues to refuse to execute and deliver a written confidentiality/ non-disclosure agreement that will protect the insurance company and the real estate developer during the evaluation process.

On January 4, 2001, the Receiver wrote "unless I am instructed to the contrary by the Federal District Court:

1. There will be no meetings with any of my staff or release of any non-public information or exchange of documentation without my approval.
2. My approval will, among other things, be contingent upon my satisfaction regarding the credentials of yourselves and all others who may be parties to the proposed transaction....."

A true and correct copy of the Receiver's letter is attached hereto as Exhibit F.

On January 5, 2001, Weed again wrote to the Receiver's counsel to request access to the three items of information. A true and correct copy of that letter is attached hereto as Exhibit G. Moreover, during December and early January, various European based insurance companies contacted the Receiver in an effort to establish lines of communications and access to information so as to make a proposal for a bulk purchase of the real property assets in exchange for single premium annuity contracts. On January 10, 2001, the Receiver's counsel contacted Weed about the January 5, 2001 letter and again declined to provide access to information or execute confidentiality agreements. In the January 5, 2001 letter Weed specifically requested of the Receiver's counsel "let me know in writing of your client's refusal so that this matter can be presented to the Court for guidance." The Receiver's counsel indicated that he was comfortable with the position taken by the Receiver, but was unwilling to commit to any reasons for the refusal in writing. Accordingly, Weed and the Receiver's counsel decided to present this matter to the Court for guidance.

Attempt to Resolve Without the Court's Assistance

On January 14, 2001, Weed circulated a draft of the foregoing Motion to Intervene to all parties. On January 16, 2001, the Securities and Exchange Commission ("SEC") wrote to indicate that the SEC does not consent to intervention by the investor class. While the applicants recognize the statute relied upon by the SEC, applicants contend that said statute is unconstitutional in that property of the applicants is being taken for public use (i.e. payment of fees to the Receiver in furtherance of "investor protection") without just compensation or participation by the investors (i.e. lack of due process). Said statute as applied in this case violates the Fifth Amendment to the Constitution of the United States, specifically the "takings clause" and the "due process clause".

WHEREFORE, the applicants request that:

1. Applicants' be allowed to intervene as plaintiffs in this proceeding;
2. The Court order the Receiver to cooperate in the applicants' efforts to explore alternatives to individual asset liquidations, such as a bulk sale of the real property assets or a plan of reorganization for the TLC entities by specifically directing Robb Evans to grant the applicants reasonable access to the books and records of the TLC entities;
3. The Court order the Receiver to promptly execute the NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT attached hereto as Exhibit H.
4. For such other and further relief to which applicants are justly entitled to receive.

Dated this 2nd day of February, 2001

<signed>

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