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MAY 12 2009
LOS ANGELES
SUPERIOR COURT
NORTHEAST DISTRICT

RECEIVED
APR 16 2009
PASADENA LASC

6 Attorneys for Plaintiff Bank SinoPac
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8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF LOS ANGELES, NORTHEAST DISTRICT
10

11 BANK SINOPAC,

CASE NO. GC 042490

12 Plaintiff,

13 v.

~~PROPOSED~~ ORDER FOR
APPOINTMENT OF RECEIVER AND
PRELIMINARY INJUNCTION IN AID OF
RECEIVER AS TO DEFENDANTS
ADVANCE COMPONENTS SPECIALIST,
INC. AND ECO-LUX WINDOW
FASHIONS, INC.

14 ADVANCE COMPONENTS SPECIALIST,
INC., a California corporation; ECO-LUX
15 WINDOW FASHIONS, INC., a California
corporation; CHIH MING HSIEH, aka Danny
16 Hsieh, an individual; HUI-HSIN YEH, aka
Monika Yeh aka Hui-Hsiu Yeh, an individual;
17 and DOES 1 through 100, inclusive,

Date: May 12, 2009
Time: 8:30 a.m.
Dept: NEP

18 Defendants.
19

Action Filed: March 4, 2009

20 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

21 PLEASE TAKE NOTICE that on May 12, 2009, at 8:30 a.m. in Department NEP of the
22 above-entitled court, the Honorable Jan A. Pluim, Judge Presiding, the Motion of Plaintiff Bank
23 SinoPac ("Bank") for the appointment of a receiver as to defendants Advance Components
24 Specialist, Inc., a California corporation ("ACS") and Eco-Lux Window Fashions, Inc., a
25 California corporation ("Eco-Lux") and for a preliminary injunction in aid of receiver came on for
26 hearing. Marshall J. August of Frandzel Robins Bloom & Csato, L.C. appeared on behalf of the
27 Bank. _____ appeared on behalf of ACS and Eco-Lux. There were no other
28 appearances despite due and proper notice.

1 ORDER

2 Upon due and proper consideration of the Verified Complaint on file herein, together with
3 the Motion for the Appointment of a Receiver, all of the supporting declarations, and points and
4 authorities, the opposition, response and reply papers, the oral argument of counsel, and good
5 cause appearing for the appointment of a receiver in this action:

6 IT IS ORDERED that Robb Evans & Associates LLC ("Receiver") be and is hereby
7 appointed receiver over ACS and Eco-Lux, subject to the conditions that before entering upon his
8 duties as the receiver, he shall take the oath and file a bond with a surety thereon approved by this
9 Court in the sum of \$25000.00 to secure the faithful performance of his duties as the
10 receiver.

11 IT IS FURTHER ORDERED that plaintiff, the Bank post a bond in the amount of
12 \$1,500.00 pursuant to Code of Civil Procedure Section 529.

13 IT IS FURTHER ORDERED that the Receiver shall have the following powers and
14 responsibilities:

15 1. To enter, gain access, and take possession of the business premises of ACS and
16 Eco-Lux located at 13971 Norton Avenue, Chino, California, or any other location from which
17 ACS and/or Eco-Lux may conduct business (collectively, "Business Premises"), and to seize,
18 manage, control and collect all of the collateral of Bank described in the Commercial Security
19 Agreement executed by ACS and Eco-Lux in favor of the Bank, including, but not limited to,
20 ACS's and Eco-Lux's accounts receivable, accounts, deposit accounts, instruments, chattel paper,
21 documents, general intangibles, inventory, equipment, furniture and fixtures, investment property
22 and financial assets (collectively, "Collateral"), and all of ACS and Eco-Lux's books and records
23 relating thereto, wherever located, as the Receiver deems necessary for the proper administration,
24 operation and/or liquidation of the Receivership estate, at his sole option, but the books and
25 records shall be made available to ACS and Eco-Lux as is reasonably necessary.

26 2. The Receiver is not required to comply with Sections 568.5 and 701.510, et seq. of
27 the Code of Civil Procedure regarding the Receiver's sale of the Collateral in the ordinary course
28 of ACS's and Eco-Lux's business, and may conclude a sale of all or any portion of the Collateral

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1 out of the ordinary course of business if the Receiver has given five (5) days prior written notice of
2 such sale to the parties hereto and no party has objected in writing and demanded a hearing with
3 respect to any such sale.

4 3. Take any and all steps necessary to receive, collect and review all mail addressed to
5 ACS and Eco-Lux, including, but not limited to, mail addressed to each and every one of its
6 Business Premises as set forth above, and any post office boxes held in the name of ACS and Eco-
7 Lux, and at the Receiver's discretion, he is authorized to instruct the U.S. Postmaster to re-route,
8 hold, and or release said mail to said Receiver. Mail reviewed by the Receiver in the performance
9 of his duties will promptly be made available for inspection to ACS and Eco-Lux after review by
10 the Receiver.

11 4. Demand, collect and receive all monies, funds and payments arising from Bank's
12 Collateral.

13 5. Take possession of all bank accounts of ACS and Eco-Lux and chattel paper as
14 they pertain to the inventory of ACS and Eco-Lux, wherever located and receive possession of any
15 money on deposit in said bank accounts, and the receipt by the Receiver for said funds shall
16 discharge said bank from further responsibility for accounting to said account holder for funds for
17 which the Receiver shall give his receipt.

18 6. Establish bank accounts at any bank the Receiver deems appropriate for the deposit
19 of monies and funds collected and received in connection with his administration of the
20 Receivership estate, provided that all funds on deposit are insured by an agency of the United
21 States Government.

22 7. Execute and prepare all documents and to perform all acts, either in the name of
23 ACS and Eco-Lux, as it is applicable, or in the Receiver's own name, which are necessary or
24 incidental to preserving, protecting, managing, controlling and/or liquidating the Collateral.

25 8. Contact each of the accounts receivable debtors of ACS and Eco-Lux ("Accounts
26 Receivable Debtors") in order to advise them not to send further accounts receivable payments to
27 ACS and Eco-Lux and to instruct the Accounts Receivable Debtors to send any and all payments
28 directly to the Receiver.

1 9. Compromise debts of the business and to do all things and to incur the risks and
2 obligations of similar businesses and enterprises and that no risk or obligation incurred by the
3 Receiver shall be at the personal risk or obligation of the Receiver, but shall be the risk or
4 obligation of the Receivership estate.

5 10. The monies coming into possession of the Receiver and not expended for any of
6 the purposes herein authorized, may be turned over to Bank for the payment of ACS's and Eco-
7 Lux's obligations to the Bank sued upon in the Complaint, without further order of this Court, at
8 the Receiver's sole discretion, subject to such further orders as this Court may hereinafter issue as
9 to its disposition.

10 11. Employ servants, agents, employees, appraisers, guards, clerks, accountants,
11 liquidators, auctioneers, attorneys and management consultants to administer the Receivership
12 estate and to protect the Collateral as he shall deem it necessary; to purchase materials, supplies
13 and services and to pay therefore at the usual rate and prices out of funds that shall come into his
14 possession; to pay the reasonable value of said services out of the proceeds of the estate; and that
15 no risk or obligation incurred by said Receiver shall be at the personal risk or obligation of the
16 Receiver, but shall be the risk or obligation of the Receivership estate.

17 12. If there is insufficient insurance coverage on the Collateral, it is hereby ordered that
18 the Receiver shall have thirty (30) working days to procure said insurance on the Collateral,
19 provided the Receiver has funds available to do so, and during said period, said Receiver shall not
20 be personally responsible for claims arising or for the procurement of insurance.

21 13. Institute ancillary proceedings in this State or other States as is necessary to obtain
22 possession and control of the Collateral, and can participate in any court proceedings involving
23 ACS and Eco-Lux, including, but not limited to, participation in depositions and other related
24 proceedings. Bank may, in its discretion, also participate in said court proceedings and related
25 proceedings. The Receiver may engage the services of counsel if necessary. The Receiver may
26 pay for such services from the funds of the Receivership estate.

27 14. To the extent feasible, the Receiver shall, within thirty (30) days of his qualification
28 hereunder, file in this action an inventory of all property of which he shall have taken possession

1 pursuant to this Order and shall file periodic accountings thereafter.

2 15. Prepare periodic interim statements reflecting the Receiver's fees and
3 administrative costs and expenses incurred for said period in the operation and administration of
4 the Receivership estate. Upon completion of an interim statement, and the mailing of said
5 statement to the parties' respective attorneys of record or any other designated personal agent, the
6 Receiver shall pay from the estate funds, if any, the amount of said statement. Despite the
7 periodic statement of Receiver's fees and administrative expenses, such fees and expenses shall be
8 submitted to the Court for its approval and confirmation, in the form of either a noticed interim
9 request for fees, stipulation among the parties or Receiver's final account and report.

10 16. The Receiver, or any party to this action, may from time to time, and on due notice
11 to all parties, make application to this Court for further orders instructing said Receiver.

12 **PRELIMINARY INJUNCTION**

13 17. ACS and Eco-Lux, their officers, directors, agents, servants, and employees, and all
14 persons or entities acting under, or in concert with them, or for them, including, but not limited to
15 defendant Chih Ming Hsieh, aka Danny Hsieh ("Hsieh") and defendant Hui-Hsin Yeh, aka
16 Monika Yeh ("Yeh"), are ordered to do the following and are restrained and enjoined from
17 engaging in, or performing, directly or indirectly, any or all of the following acts:

18 (a) Interfering, hindering or molesting in any way whatsoever the Receiver in
19 the performance of the Receiver's duties herein described and in the performance of any duties
20 incident thereto;

21 (b) Failing or refusing to immediately turn over to the Receiver all premises
22 from which ACS and Eco-Lux conducts business;

23 (c) Transferring, directly or indirectly, any interest by sale, pledge, grant of
24 security interest, assignment, invoice or encumbering in any manner the inventory, accounts
25 receivable, and/or equipment, and all proceeds and products thereof;

26 (d) Moving the physical location of the inventory and/or equipment of ACS and
27 Eco-Lux from any location where it is conducting business, and all proceeds and products thereof,
28 from the Business Premises;

1 (e) Transferring, concealing, destroying, defacing or altering any of ACS and
2 Eco-Lux's books and records;

3 (f) Diverting in any way any of the proceeds from the accounts receivable,
4 equipment and/or inventory;

5 (g) Causing any mail or payments by account debtors of ACS and Eco-Lux to
6 be forwarded to any address other than 13971 Norton Avenue, Chino, California, and any other
7 existing post office box or address in the name of ACS and/or Eco-Lux, or otherwise interfering
8 with or intercepting any mail intended for ACS and/or Eco-Lux;

9 (h) Failing or refusing to immediately turn over to the Receiver the Bank's
10 Collateral and all monies, checks, funds or proceeds relating to the Bank's Collateral, and failing
11 to make available to the Receiver all books and records of ACS and Eco-Lux relating to the
12 Collateral; and

13 (i) Furthermore, the Bank and its officers, employees and agents, and the
14 Receiver shall have immediate access to all the Business Premises of ACS and Eco-Lux and the
15 books and records of the foregoing to enable the Bank and the Receiver to review and inspect the
16 inventory for the purposes of accounting and appraisal.

17 IT IS FURTHER ORDERED that except by leave of this Court, during the pendency of
18 the receivership ordered herein, ACS and Eco-Lux, and all customers, principals, investors,
19 collectors, stockholders, lessors, and other persons seeking to establish or enforce any claim, right
20 or interest against or on behalf of ACS and Eco-Lux, or any of its subsidiaries or affiliates, and all
21 others acting for or on behalf of such persons, including attorneys, trustees, agents, sheriffs,
22 constables, marshals, and other officers and their deputies, and their respective attorneys, servants,
23 agents, and employees, be and are hereby stayed from:

24 (a) Commencing, prosecuting, continuing or enforcing any suit or proceeding
25 against ACS and Eco-Lux, or any of its subsidiaries or affiliates, except such actions may be filed
26 to toll any applicable statute of limitations;

27 (b) Commencing, prosecuting, continuing or entering into any suit or
28 proceeding in the name or on behalf of ACS and Eco-Lux, or any of its subsidiaries or affiliates;

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1 (c) Accelerating the due date of any obligation or claimed obligation, enforcing
2 any lien upon, or taking or attempting to take possession of, or retaining possession of, any
3 property of ACS and Eco-Lux, or any of their subsidiaries or affiliates, or any property claimed by
4 any of them or attempting to foreclose, forfeit, alter, or terminate any of ACS's and Eco-Lux's or
5 any of their subsidiaries' or affiliates' interest in property, including, without limitation, the
6 establishment, granting or perfection of any security interest, whether such acts are part of a
7 judicial proceeding or otherwise;

8 (d) Using self-help or executing or issuing, or causing the execution or issuance
9 of any court attachment, subpoena, replevin, execution or other process for the purpose of
10 impounding or taking possession of or interfering with, or creating or enforcing a lien upon any
11 property, wheresoever located, owned by or in the possession of ACS and Eco-Lux, or any of its
12 subsidiaries or affiliates, or the receiver appointed pursuant to this Order or any agent appointed
13 by said receiver; and

14 (e) Doing any act or thing whatsoever to interfere with the receiver taking
15 control, possession or management of the property subject to this receivership, or to in any way
16 interfere with the receiver, or to harass or interfere with the duties of the receiver; or to interfere in
17 any manner with the exclusive jurisdiction of this Court over the property and assets of ACS and
18 Eco-Lux, or its subsidiaries or affiliates. Provided, however, nothing in this paragraph shall
19 prohibit any federal or state law enforcement or regulatory authority from commencing or
20 prosecuting an action against ACS and Eco-Lux, or its subsidiaries or affiliates.

21
22 Dated: 5-12-09

JUDGE JAN A. PLUIM

JAN A. PLUIM
JUDGE OF THE SUPERIOR COURT

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