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PROPERTY TRUST
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

13 DONALD C. PARKER, DONALD C.
PARKER SEPARATE PROPERTY TRUST,

14 Plaintiffs,

15 vs.

16 TODD GRIFFITHS, an individual; DAVID
17 HUNT, an individual; CT GROUP, INC., a
California corporation, formerly known as
18 CENTURY COIN & COLLECTIBLES, INC.;
COLLECTIBLE ASSETS, LLC, a California
19 limited liability company, TODDCO
MANAGEMENT, LLC, a California limited
20 liability company; LEGACY TANGIBLE
ASSET FUND, LLC, a California limited
21 liability company, PENDULUM ASSET
ALLOCATION FUND, LLC, a California
22 limited liability company, and Does 1 through
25,

23 Defendants.
24

CASE NO. BC 504753

**[PROPOSED] ORDER RE
APPOINTMENT OF RECEIVER OVER
THE PERSONAL ASSETS OF
DEFENDANTS TODD GRIFFITHS AND
DAVID HUNT**

Date: January 14, 2014
Time: 1:30 p.m.
Dept.: 85

Assigned to Hon. Mary H. Strobel
Department 32

Action Filed: April 2, 2013
Trial Date: February 25, 2014

25 Upon reading the Verified Complaint filed herein, together with Plaintiffs' supporting
26 Declarations and Memorandum of Points and Authorities, and it appearing to the satisfaction of
27 the Court therefrom that good cause exists to appoint a receiver over the personal assets of
28 Defendants Todd Griffiths and David Hunt.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JAN 24 2014

Sherri R. Carter, Executive Officer/Clerk
By Annette Fajardo, Deputy

APPOINTMENT OF RECEIVER

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Plaintiffs' motion for appointment of a Receiver is granted.

2. Robb Evans & Associates LLC, previously appointed as Receiver in this action over the businesses of certain Defendants and third party entities, pursuant to an Order, dated October 10, 2012, is also appointed as Receiver over the personal assets of Todd Griffiths and David Hunt (collectively "Griffiths and Hunt").

3. Upon securing and filing an undertaking or bond in the amount of Fifty Thousand Dollars (\$50,000.00), Receiver shall take possession of the personal assets of Griffiths and Hunt, and manage, control, care for, preserve, maintain such assets and incur expenses reasonably necessary and, in exercising the foregoing functions, Receiver shall have the following powers in addition to those specified by law:

a. To prevent the sale, transfer, assignment, encumbrance or relinquishment of the possession, custody or control over any collectible coins defendants, or any of them, were required to provide to plaintiffs as collateral.

b. To prevent defendants, and each of them, from selling, transferring, assigning, encumbering or otherwise relinquishing possession, custody or control of collectible coins purchased by defendants, or any of them, with money provided by plaintiffs.

c. To prevent defendants from relinquishing possession, custody or control of the sales proceeds or anything which had been secured from the sale or trade of collectible coins which had been purchased by defendants, or any of them, with money provided by plaintiffs or had been pledged by defendants, or any of them, as collateral to plaintiffs.

d. To take possession of all the books and records pertaining to the personal assets of Griffiths and Hunt, wherever located, as Receiver deems necessary for the proper administration, management and/or control of the estate.

e. To execute and prepare all documents and to perform all acts, either in the name of Griffiths and Hunt or in Receiver's own name, which are necessary or incidental to preserving, protecting, managing and/or controlling the assets of the receivership estate.

1 f. To employ agents, servants, employees, guards, clerks, accountants, on-site
2 managers and management consultants to administer the receivership estate, manage the assets
3 and keep the same insured and in good repair, if Receiver shall deem the same necessary, and to
4 pay the reasonable value of those services out of the sales proceeds or other revenue received by
5 the estate.

6 g. To establish bank accounts for the deposit of monies and funds collected
7 and received in connection with Receiver's administration of the receivership estate, at any
8 financial institution the Receiver deems appropriate, provided that any funds on deposit at the
9 financial institution are fully insured by an agency of the United States government

10 h. To institute ancillary proceedings in the state or other states and countries as
11 are necessary to preserve and protect the receivership estate, and the Receiver may engage the
12 services of legal counsel for such purpose. The Receiver may pay for such services from the funds
13 of the receivership estate.

14 i. To retain the services of an attorney and to pay such attorney out of funds of
15 the receivership estate to represent Receiver in the performance of his/her duties and obligations
16 under this order.

17 4. Griffiths and Hunt shall notify the Receiver upon the Receiver's taking possession
18 of the receivership assets whether or not there is sufficient insurance coverage on such assets,
19 including but not limited to real and personal property. If sufficient insurance coverage does exist,
20 Griffiths and Hunt shall be responsible for naming, and is hereby ordered to name, the Receiver as
21 an additional insured on the insurance policy or policies for the period that the Receiver shall be in
22 possession of the receivership assets. If there is insufficient insurance coverage, it is hereby
23 ordered that the Receiver shall have thirty (30) working days to procure insurance on such assets,
24 providing that the Receiver has funds available to do so, and during that period the Receiver shall
25 not be personally responsible for claims arising or for the procurement of insurance.

26 5. The Receiver may not sell any asset of the Receivership Estate without leave of
27 Court.

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1 based upon the fee schedule set forth in the declaration of the Receiver filed in support of
2 plaintiffs' application for appointment of a Receiver. Despite the periodic statement of Receiver's
3 fees and administrative expenses, such fees and expenses shall be submitted to the Court for its
4 approval and confirmation, in the form of a notice of an interim request for fees, an agreement
5 among the parties, or the Receiver's final accounting and report.

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

8 DATED: 1.24., 2014

10 JS JAMES C. CHALFANT
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12 Honorable James C. Chalfant

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