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Superior Court of California
County of Los Angeles

DEC 08 2014

Shery R. Carter, Executive Officer/Clerk
By Gloria Barreras Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

12 PEOPLE OF THE STATE OF CALIFORNIA,

No. BA425130

13 Plaintiff,

14 v.

**ORDER APPOINTING TEMPORARY
RECEIVER PURSUANT TO PENAL
CODE SECTION 186.11**

15 ERIC WOLFE, JACKALYN MARIE
16 BASHARA, DEANNA BASHARA,
17 JOSEPH JAIME, BRIAN DEDEN, DELIA
18 WOLFE, JERED BRYANT, BILLIE
BRYANT, GERALD J. BRYANT, JAMES
STYRING and LINDSAY PETTY,

19 Defendants.

21 Pursuant to this Court's authority under Penal Code § 186.11 and GOOD CAUSE APPEARANCE

22 **IT IS HEREBY ORDERED THAT:** ROBB EVANS & ASSOCIATES LLC
23 and hereby is appointed Temporary Receiver of the properties and businesses of: ERIC
24 JOHNATHAN WOLFE; JACKALYN MARIE BASHARA, AKA JACKALYN BRYANT;
25 DEANNA BASHARA; JOSEPH JAIME; BRIAN DEDEN; DELIA MAY WOLFE; JERED
26 BRYANT; BILLIE BRYANT; GERALD G. "JERRY" BRYANT; JAMES STYRING;
27 LINDSAY PETTY (jointly referred to herein as "Defendants") during the pendency of this
28

1 action, or until further Order of the court, subject to the condition that before entering upon his
2 duties as Temporary Receiver, a representative shall take the oath and file herein a bond, with
3 sureties thereon approved by this Court, in the penal sum of \$10,000 conditioned upon the faithful
4 performance of his duties as Temporary Receiver ("Temporary Receiver").

5 1. Temporary Receiver shall have the following responsibilities and powers as Temporary
6 Receiver:

7 (a) That after so qualifying, said Temporary Receiver shall take possession of all
8 real and personal property enumerated in the Preliminary Injunction and Supplemental
9 Preliminary Injunction ("Injunctions") issued in this matter, and any other businesses and
10 properties of the Defendants, including, but not limited to, accounts receivable, bank accounts,
11 contracts, franchise agreements, equipment, funds (including but not limited to cash on hand and
12 funds on deposit) instruments, machinery, tools, inventories, supplies, motor vehicles, trade
13 name, good will, stock of any subsidiaries, all other tangible and intangible personal property
14 choses in action, real property, and all other assets (collectively referred to herein as "Assets").

15 (b) That until further Order of the court, the Temporary Receiver hereby is
16 authorized forthwith to take and have complete and exclusive control, possession, and custody
17 of the Assets;

18 (c) That Defendants and any persons acting under their direction shall, without the
19 necessity of a demand of the Temporary Receiver, deliver to the Temporary Receiver any and all
20 of the Assets in their direct or indirect possession or under their direct or indirect control; and that
21 all persons are enjoined from (i) in anyway, directly or indirectly, affecting the Temporary
22 Receiver's possession of the Assets or access to the Assets, and (ii) prosecuting any claims for
23 relief or causes of action that affect the Assets;

24 (d) That the Temporary Receiver be and hereby is authorized to exercise all of the
25 rights, powers and duties of the officers and directors of Defendants' business/es with full
26 authority to, if necessary, continue, manage and operate the business/es ("Business").

27 (e) That the Temporary Receiver be and hereby is authorized in his discretion to
28 employ and to pay for the services of such managers, agents, employees, servants, accountants,

1 and attorneys as may in his judgment be advisable or necessary in the management, conduct,
2 control, or custody of the affairs of the Assets;

3 (f) That the Temporary Receiver may and hereby is authorized to incur debts,
4 secured or unsecured, and to make such payments and disbursements as may be needful and
5 proper for the preservation and the operation of the Business and of the Assets. The Temporary
6 Receiver may engage the services of professionals, if necessary, and the Temporary Receiver is
7 authorized to pay for such services from the funds of the Temporary Receivership Estate
8 ('Estate');

9 (g) That the Temporary Receiver be and hereby is authorized to receive and collect
10 any and all sums of money due or owing to the Estate in any manner whatsoever, whether the
11 same are now due or shall hereafter become due and payable, and to do such things and enter into
12 such agreements in connection with the management, care and preservation of the Assets as he
13 may deem advisable, and to incur such expenses and make such disbursements as may in his
14 judgment be advisable or necessary in connection with the care, preservation and maintenance of
15 the Assets;

16 (h) The Temporary Receiver may open and maintain such bank accounts as may be
17 necessary for the conduct of and preservation of the Assets;

18 (i) That the Temporary Receiver may and hereby is authorized to institute, prosecute,
19 and defend, compromise, adjust, intervene in or become party to such actions or proceedings in
20 state or federal courts as may in his opinion be necessary or proper for the Assets or the carrying
21 out of the terms of this Order, and likewise to defend, compromise or adjust or otherwise dispose
22 of any or all actions or proceedings instituted against him as Temporary Receiver or against the
23 Estate and also to appear in and conduct the defense of any suit or adjust or compromise any
24 actions or proceedings now pending in any court by or against the Estate where such prosecution,
25 defense or other disposition of such actions or proceedings will in the judgment of the Temporary
26 Receiver be advisable or proper for the protection of the Assets;

27 (j) That the Defendants and each of them, their agents, employees, servants, assigns,
28 and persons acting in direct or indirect concert with them shall fully cooperate in turning over to

1 Assets, including all books and records related thereto wherever located, to the Temporary
2 Receiver to the extent they have not already done so; and that prior to such turnover and
3 thereafter, pending further Order of the court said defendants, and each of them, shall take no
4 action of any kind on behalf of the Assets.

5 2. The Temporary Receiver shall have thirty (30) working days after his qualification
6 hereunder to investigate and to determine whether or not there exists upon the Assets insurance
7 coverage and during such period, said Temporary Receiver shall not be responsible for any
8 insurable under typical liability or property insurance or for the procurement of insurance. The
9 Temporary Receiver is authorized to obtain and pay for out of the Estate such insurance coverage
10 as may be necessary for the protection and preservation of the Assets.

11 3. The Temporary Receiver shall, within thirty (30) days of his qualification hereunder,
12 in this action an inventory of all of the assets, which he shall have taken possession pursuant
13 hereto, and if he shall subsequently come into possession of additional assets, he shall file a
14 supplementary inventory thereof.

15 4. In addition to the powers and duties stated below, the Temporary Receiver is vested
16 with all powers, rights and duties of Temporary Receivers appointed by this Court or otherwise
17 defined by statute.

18 5. The Temporary Receiver is authorized and empowered to enforce and collect any debts
19 accounts receivable, rents, or other obligations due the Estate or the Defendants, and to institute
20 and prosecute, in his own name as such Temporary Receiver, suits for the enforcement and
21 recovery of the same; the Temporary Receiver is further authorized and empowered to settle or
22 compromise any such obligations whenever in his judgment, such compromise or settlement is
23 the best interests of the parties involved in this action.

24 6. The Temporary Receiver is hereby authorized and empowered to discharge, adjust, or
25 settle from the Estate all claims against the obligations of the Estate arising from any prior or
26 concurrent indebtedness of or owing or incurred by the Temporary Receiver, including taxes,
27 assessments, and other lawful charges against any property held by the Temporary Receiver,
28 the terms and in such manner as he deems just and beneficial to the Estate; provided, however,

1 that in all cases of mutual debts or mutual credits between, on the one hand, the Estate and/or
2 of the Defendants and, on the other hand, a creditor, the account shall be stated, the one debt
3 off against the other, and the balance only shall be paid, settled, or otherwise discharged pursuant
4 to this Order.

5 7. The Temporary Receiver shall be authorized to prepare periodic statements reflecting
6 the Temporary Receiver's fee and fees of professionals and administrative and management costs
7 incurred for said period in the operation and administration of the Temporary Receivership
8 herein.

9 8. Upon completion of said interim statement, and mailing a copy to the parties' respective
10 attorneys of record or any other designated person or agent, The Temporary Receiver shall pay
11 from Estate funds, if any, the amount of said statements. Said periodic payment of Temporary
12 Receiver's fees, and administrative expenses, shall be submitted to the court on a quarterly basis
13 for its approval and conformation, in the form of either a noticed interim request for fees, a
14 Stipulation among all the parties, or the Temporary Receiver's Final Account and Report.

15 9. The Temporary Receiver is empowered and authorized to take possession and receive
16 any money on deposit, to the credit of or for the benefit of the Estate and the Defendants. The
17 receipt of the Temporary Receiver of such funds shall release the holder of such funds from any
18 further responsibility for accounting for said funds. Monies coming into possession of the
19 Temporary Receiver and not expended for any purpose herein authorized shall be held by the
20 Temporary Receiver subject to such orders of the court as to disbursement to the parties in this
21 action.

22 10. Notwithstanding anything in this Order, the Temporary Receiver may do anything
23 necessary to enable him to perform the duties imposed on him by this Order, or as authorized
24 California Code of Civil Procedure sections 568 and 569.

25 **IT IS FURTHER ORDERED THAT** during the pendency of the Temporary
26 Receivership, Defendants and their employees, servants, agents, representatives, and each of
27 them, and all persons acting by, through, in concert, in aid of, or in conjunction with any of them
28 are enjoined and restrained during the pendency of this action from engaging in, doing, or

1 attempting to do, committing, performing or causing to be done, either directly or indirectly, by
2 any means, methods, or devices whatsoever, any of the following acts:

- 3 1. Selling, assigning, transferring, hypothecating, or otherwise disposing of any assets
- 4 2. Making any false or inaccurate entries in the accounts, books, and records of the
5 Defendants, the Business, their respective businesses, or the Assets;
- 6 3. Failing to make proper entries in the accounts, books, and records of the Defendants
7 their respective business/es, or the Assets;
- 8 4. Paying to any trade creditor, or any person, trust funds, or sums derived from the
9 misappropriation of trust funds or funds held on behalf of or for the benefit of any third party.
- 10 5. Interfering in any way with the Temporary Receiver in carrying out his duties as such
11 Temporary Receiver under this Order.

12 **IT IS FURTHER ORDERED THAT**, except by leave of the court, during the pendency
13 of the Temporary Receivership, all clients, investors, trust beneficiaries, noteholders, creditors,
14 claimants, lessors, customers, and all other persons or entities seeking relief of any kind, in law
15 in equity, from Defendants, or the Receivership Parties, their businesses, any other property or
16 asset referred to in the Preliminary Injunction, or their affiliates and subsidiaries, and all persons
17 acting on behalf of any such investor, trust beneficiary, noteholder, creditor, claimant, lessor, or
18 any other person, including sheriffs, marshals, servants, agents, employees, and attorneys, are
19 hereby preliminary restrained and enjoined from, directly or indirectly, with respect to the
20 Receivership Parties, their business/es, and any other property or asset referred to in the
21 Preliminary Injunction, and their subsidiaries and affiliates:

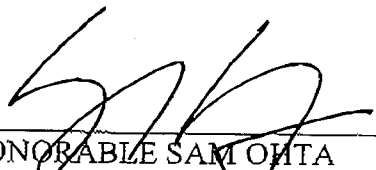
- 22 1. Commencing, prosecuting, continuing or enforcing any suit or proceeding involving the
23 Receivership Parties or any of their subsidiaries and affiliates, except as such actions may be necessary
24 to toll any applicable statute of limitations;
- 25 2. Accelerating the due date of any obligation or claimed obligation, enforcing any lien
26 upon, or taking or attempting to take possession of, or retaining possession of, any property of the
27 Receivership Parties, or any of their subsidiaries or affiliates, or any property claimed by any of
28 them or attempting to foreclose, forfeit, alter, or terminate any of the Receivership Parties' or any

1 of their subsidiaries' or affiliates' interests in property including, without limitation, the
2 establishment, granting, or perfection of any security interest, whether such acts are part of a
3 judicial proceeding or otherwise;

4 3. Using self-help or executing or issuing, or causing the execution or issuance by any
5 court, of an attachment, subpoena, replevin, execution, or other process for the purpose of
6 impounding or taking possession of or interfering with, or creating or enforcing a lien upon any
7 property of the Receivership Parties or any of their subsidiaries or affiliates, wheresoever
8 located, or Temporary Receiver appointed pursuant to this Order or any agent appointed by said
9 Temporary Receiver; and,

10 4. Doing anything or act whatsoever to interfere with the Temporary Receiver taking
11 control, possession or management of the property subject to the temporary receivership, or in
12 any way interfering with the Temporary Receiver, or harassing or interfering with the duties of
13 the Temporary Receiver, or to interfere in any manner with the exclusive jurisdiction of the court
14 over the property and assets of the Receivership Parties, or their subsidiaries or affiliates.

15
16 DATED: This 8th day of December, 2014.

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19 
20 HONORABLE SAM OHTA
21 JUDGE OF THE SUPERIOR COURT
22 COUNTY OF LOS ANGELES

23 (Seal of the court)

