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

12 **People of the State of California,**

13 Plaintiff,

14 v.

15 **NIV ISKIN, REVIV KARPMAN, TOMER**  
16 **KOGMAN and AVRAHAM YECHIZKIA,**  
17 **et al.,**

18 Defendants.

LA065077

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

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

20 APPEARING,

21  
22 **IT IS HEREBY ORDERED THAT:** Robb Evans & Associates LLC, be and  
23 hereby is appointed Temporary Receiver of the properties and businesses of NIV ISKIN, REVIV  
24 KARPMAN, TOMER KOGMAN, and AVRAHAM YECHIZKIA (jointly referred to herein as  
25 "Defendants") during the pendency of this action, or until further Order of the court, subject to  
26 the condition that before entering upon his duties as Temporary Receiver, a representative shall  
27 take the oath and file herein a bond, with sureties thereon approved by this Court, in the penal  
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1 sum of \$10,000 conditioned upon the faithful performance of his duties as Temporary Receiver  
2 ("Temporary Receiver").

3 I. Temporary Receiver shall have the following responsibilities and powers as Temporary  
4 Receiver:

5 (a) That after so qualifying, said Temporary Receiver shall take possession of all  
6 real and personal property enumerated in the Preliminary Injunction issued in this matter, United  
7 Financial Group located at 20335 Ventura Boulevard, Suite 210, Woodland Hills, California, .  
8 and any other businesses and properties of the Defendants, including, but not limited to, accounts  
9 receivable, bank accounts, contracts, franchise agreements, equipment, funds (including but not  
10 limited to cash on hand and funds on deposit) instruments, machinery, tools, inventories,  
11 supplies, motor vehicles, trade name, good will, stock of any subsidiaries, all other tangible and  
12 intangible personal property, choses in action, real property, and all other assets (collectively  
13 referred to herein as "Assets");

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

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

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

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

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 claims  
 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, file  
 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 and  
 22 compromise any such obligations whenever in his judgment, such compromise or settlement is in  
 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, on  
 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 any  
2 of the Defendants and, on the other hand, a creditor, the account shall be stated, the one debt set  
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 all  
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 by  
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 or  
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 businesses, 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 filed  
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 16<sup>th</sup> day of July, 2010.

17   
18 LELAND B. HARRIS  
19 JUDGE OF THE SUPERIOR COURT  
20 COUNTY OF LOS ANGELES

21 (Seal of the court)  
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