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[Exempt from filing fees pursuant to
Government Code section 6103]

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MAR 26 2012

LOS ANGELES SUPERIOR COURT

6 Attorneys for the People of the State of California

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 THE PEOPLE OF THE STATE OF
CALIFORNIA, by and through the California
11 Corporations Commissioner,

12 Plaintiff,

13 v.

14 AUTHOTECQ SYSTEMS, INC., a Delaware
corporation; PAYSSENTINEL, LLC, a California
15 limited liability company; SHADOWWORKS
CORP., INC., a Delaware corporation;
16 JAMES ANTHONY LITZINGER, as an
17 individual; MICHAEL R. DIAZ, a.k.a. MIKE
DIAZ, individually and doing business as MIKE
18 DIAZ ENTERPRISES and PANDY
19 ENTERPRISE; WALLACE E. THOMAS, a.k.a.
WALLY THOMAS, individually and doing
20 business as WALLY WORLD
ENTERTAINMENT; GREGORY T.
21 CHAPMAN, as an individual; and DOES 1
22 through 50, inclusive,

23 Defendants.
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) Case No.: BC481474

) AMENDED
) (~~PROPOSED~~) TEMPORARY RESTRAINING
) ORDER; ASSET FREEZE; APPOINTMENT
) OF A RECEIVER; AND ORDER TO SHOW
) CAUSE RE: PRELIMINARY INJUNCTION

) (Corporations Code sections 25110, 25401,
) 25530 and CCP 527(c)(2)(C), CA Rules of Court
) sections 3.1175(a), 3.1201, 3.1202, 3.1204(b)(3);
) Gov. Code section 6103)

) Date: March 26, 2012

) Time: 8:30 a.m.

) Dept:

1 TO ALL DEFENDANTS AND THEIR COUNSEL OF RECORD:

2 The Ex Parte Application for Temporary Restraining Order; Asset Freeze; Appointment of
3 Receiver; and Order to Show Cause Re: Preliminary Injunction, came on regularly at the above date
4 and time and in the department indicated. Plaintiff, the People of the State of California by and
5 through the California Corporations Commissioner (“Commissioner”) was represented by Senior
6 Corporations Counsel Michelle Lipton.

7 After consideration of Plaintiff’s Ex Parte Application, Complaint, Memorandum of Points
8 and Authorities in support thereof, Declarations in support thereof; and other supporting declarations
9 and exhibits filed by Plaintiff in this action, and FOR GOOD CAUSE APPEARING

10 IT IS HEREBY ORDERED THAT:

11 Pursuant to Code of Civil Procedure section 527(d)(1), an Order to Show Cause hearing shall
12 be held on 4/16, 2012, at 9:30 a.m./p.m., in Department 86 of this Court, at which time
13 Defendants shall show why a preliminary injunction should not be granted. The hearing shall be
14 held in accordance with Code of Civil Procedure section 527(e).

15 The following briefing schedule shall apply: If Defendants choose to submit written
16 statements or objections to the issuance of a preliminary injunction, papers must be filed directly in
17 Dept. 86 ~~with the Court~~ no later than 4/9, 2012, at 4:00 a.m./p.m., and served by facsimile and
18 overnight mail on Michelle Lipton, Senior Corporations Counsel 320 West 4th Street #750, Los
19 Angeles, CA 90013, telephone (213) 576-7591, facsimile (213) 576-7591. If the Commissioner
20 chooses to file a reply, papers must be filed directly in Dept. 86 no later than 4/11, 2012, at 4:00
21 a.m./p.m., and served by facsimile and overnight mail on the Defendants at the attorney’s business
22 address.

23 A copy of the Ex Parte Application, the Order Issuing this Temporary Restraining Order, the
24 Complaint, the Memorandum of Points and Authorities in support thereof, the Declarations in
25 support thereof, and all other exhibits in support thereof, together with a copy of the Order to Show
26 Cause shall be served on all Defendants no later than 3/27, 2012, pursuant to the Code of Civil
27 Procedure section 527(d)(2)and California Rules of Court section 3.1176(b).

28 IT IS FURTHER ORDERED THAT:

1 1. A Temporary Restraining Order be issued restraining and enjoining all Defendants, their
2 officers, directors, successors in interest, agents, employees, attorneys in fact, and all persons acting
3 in concert or participating with them, or any of them, except the Receiver in the lawful exercise of
4 his duties under the Receivership, from directly or indirectly:

5 a. Selling or purchasing or offering to sell or purchase any security as defined by the California
6 Corporate Securities Law (“CSL”), without first qualifying that security as required by the CSL.

7 b. Violating Corporations Code (“CC”) Section 25110 of the CSL by offering or selling
8 unqualified preferred stock or any other securities.

9 c. Violating CC Section 25401 by offering or selling or buying or offering to buy preferred
10 stock or any other securities by means of any written or oral communication which includes an
11 untrue statement of a material fact or omits to state a material fact necessary in order to make the
12 statements made, in light of the circumstances under which they were made, not misleading.

13 d. Violating the Commissioner’s Desist and Refrain Order issued against Defendants Authotecq
14 Systems, Inc. (“Authotecq”), Michael R. Diaz, a.k.a. Mike Diaz (“Diaz”) and James A. Litzinger
15 (“Litzinger”) on January 4, 2006.

16 e. Removing, destroying, mutilating, concealing, altering, transferring, or otherwise disposing
17 of, in any manner, any books, records, documents, correspondence, brochures, manuals, or other
18 documentation of any kind in the possession, custody or control of any of the Defendants that relate
19 in any way to the offer and sale of securities, specifically, but not limited to, preferred stock in
20 Authotecq.

21 f. Transferring, changing, disbursing, selling, dissipating, converting, pledging, assigning,
22 foreclosing or otherwise disposing of any real or personal property or other assets, in their
23 possession or under their control, or in the possession of, or under the control of, any of them, which
24 property or other assets are or were to be held for the benefit of Defendants’ investors and/or
25 creditors, or by any person for the benefit of any investors and/or creditors of Defendants, and each
26 of them, whether in trust or otherwise, without further Order from this Court.

27 g. Withdrawing from any bank account, transferring, changing, disbursing, selling, dissipating,
28 converting, pledging, assigning, foreclosing, or otherwise disposing of any real property or personal

1 property in their possession or under their control, or in the possession of, or under the control of,
2 any of the Defendants, which property or other assets were derived or emanated from directly, or
3 indirectly, the sale or purchase or offer to sell or purchase, preferred stock or other securities,
4 without further Order from this Court.

5 IT IS FURTHER ORDERED THAT:

6 1. A freeze be placed on all funds, negotiable instruments and/or assets held in any
7 bank, savings or checking, brokerage or other accounts, certificates of deposit, safe deposit box, or
8 otherwise, without limitation, in the name of Authotecq, Paysentinel, LLC (“Paysentinel”),
9 Shadowworks Corp., Inc., (“Shadowworks”), Litzinger, Diaz, as an individual and d.b.a. Mike Diaz
10 Enterprises and Pandey Enterprise (“Diaz”), Wallace E. Thomas, a.k.a. Wally Thomas, as an
11 individual and d.b.a. Wally World Entertainment (“Thomas”), and Gregory T. Chapman
12 (“Chapman”), and Does 1 through 50, inclusive, or for the benefit of Defendants directly or
13 indirectly, and each of them, including, but not limited to:

- 14 A. City National Bank
- 15 B. Bank of America
- 16 C. Citibank
- 17 D. Centennial Bank
- 18 E. JP Morgan Chase Bank
- 19 F. Citibank West

20 And any depository or investment account in any financial institution that the Receiver may discover
21 at a later date containing investor funds, upon presentation of this Order.

22 2. The banks and financial institutions listed above shall not notify the account holders of this
23 Order, unless further ordered to do so by this Court.

24 THE COURT FURTHER FINDS THAT

25 1. Good cause exists for the appointment of a Receiver and that David J. Pasternak is qualified
26 to act as such Receiver, but he shall be paid no more than \$350.00 per hour absent a showing of
27 exceptional cause.

28 IT IS THEREFORE ORDERED THAT:

1 2. Receiver be authorized and directed to take sole possession of all real and personal property
2 and assets of Defendants whether directly or indirectly owned, beneficially or otherwise by, or in the
3 possession, custody or control of Defendants, and each of them, and such Does as may be
4 subsequently named (hereinafter “Receivership Defendants”), and their respective subsidiaries and
5 affiliates, and their successors and assigns wherever situated, or to which Receivership Defendants
6 have any right of possession, custody or control, beneficially or otherwise, irrespective of whosoever
7 holds such assets, including all such assets which Receivership Defendants carry or maintain, or
8 which may be received during the pendency of this Receivership, in order to obtain an adequate
9 accounting of Receivership Defendants’ assets and liabilities and to secure a marshalling of said
10 assets; and

11 3. For good cause appearing, the Receiver’s bond is set at \$10,000.00 and shall be filed in
12 Department 86 of this Court together with the Receiver’s oath.

13 4. Upon his appointment and entering upon his duties, the Receiver is authorized, empowered
14 and directed: to marshal, collect, review, observe, discover and take charge of all the real and
15 personal property, premises and other assets of, or in the possession of or under the control of
16 Receivership Defendants, beneficially or otherwise, or wherever else situated, including, but not
17 limited to the following premises:

- 18 1) Authotecq Systems, Inc.
19 3399 E. 19th Street, Signal Hill, California 90755;
- 20 2) James A. Litzinger
21 3399 E. 19th Street, Signal Hill, California 90755, and
22 9963rd Place, Long Beach, California 90803;
- 23 3) Paysentinel, LLC
24 3399 E. 19th Street, Signal Hill, California 90755, and
25 1113 W. Ave., M-4, Ste. D, Palmdale, California 93551;
- 26 4) Michael R. Diaz
27 7885 Pipit Place, San Diego, California 92129,
28 7910 Ivanhoe Avenue, #520, La Jolla, California 92037, and
29 222 J. Street, #424, San Diego, California 92101;
- 30 5) Wallace E. Thomas
31 1050 Vallecito Road, Carpinteria, California 93013;
- 32 6) Shadoworks Corp. Inc.
33 345 N. Maple Drive, Ste. 281, Beverly Hills, California;

1 7) Gregory T. Chapman
2 3399 E. 19th Street, Signal Hill, California 90755, and
3 345 N. Maple Drive, Ste. 281, Beverly Hills, California.

4 However, Receiver shall not displace any residents from their homes and shall not take possession of
5 any property that appears necessary for day-to-day living unless it appears it is of significant value or
6 has significant equity or is a computer component. The Receiver is also authorized, empowered and
7 directed to take charge of all accounts or safe deposit boxes of Receivership Defendants in financial
8 depository or other institutions, whether or not anyone else is named on any such accounts or safe
9 deposit boxes, including, but not limited to the following:

- 10 A. City National Bank
- 11 B. Bank of America
- 12 C. Citibank
- 13 D. Centennial Bank
- 14 E. JP Morgan Chase Bank
- 15 F. Citibank West

16 and of any other property in which Receivership Defendants have an interest, regardless by whom it
17 may be held, beneficially or otherwise, on an ongoing and continual basis pursuant to this Court's
18 Order. No other signatory, including spouses or relatives of Receivership Defendants, on any bank
19 account, investment account or safe deposit box may withdraw or cause to be withdrawn any amount
20 from the accounts frozen by this or any related order, except by order from the Court. Periodically,
21 as set forth in subparagraphs (8) and (9), below, the Receiver shall report to this Court the results of
22 the review, observation, discovery and abstracts resulting from the activities of the Receiver as
23 ordered by this Court, and specifically on any commingling of funds, unauthorized loans or other
24 disposition of property of whatever description between any and each of the Receivership
25 Defendants herein and/or any person, corporation, entity, sole proprietorship, affiliate, association of
26 whatever type or structure, whether or not said entities are or are not Defendants in this action;

27 5. ~~To employ the law firm of Pasternak, Pasternak & Patton, A Law Corporation (in which the~~
28 ~~Receiver and his wife are shareholders) to assist, represent and advise the Receiver in carrying out~~
~~his responsibilities as this Court's Receiver.~~ The Receiver may employ such other attorneys only

1 upon further order of this Court to assist the Receiver in the performance of his duties and
2 responsibilities; such employment is to be approved by the Court;

3 6. To employ other such persons, including accountants, security personnel, computer
4 consultants, investigators, clerical and professional personnel, and the Receiver's in-house staff and
5 counsel, to perform such tasks as the Receiver may reasonably believe to be necessary to aid the
6 Receiver in the performance of his duties and responsibilities, not to exceed \$10,000.00 without
7 further order of the Court.

8 7. The Receiver shall further be entitled to engage a locksmith for the purposes of gaining entry
9 to any property or assets included in this Receivership estate and through any security system, in
10 order to obtain any documents or property to which the Receiver is entitled pursuant to this Order, as
11 well as giving any notices which may be required in performing the Receiver's duties. The Receiver
12 may either have the locks changed or have a key created that will work for the locks.

13 8. To file, within thirty (30) days of his qualification and appointment hereunder, an initial
14 inventory of all property, which he shall then have reviewed, observed and/or discovered pursuant to
15 this Court's order. Additionally, the Receiver is to file one or more supplemental inventories when
16 and if he shall subsequently come into knowledge of additional items appropriate to the inventory.

17 9. To undertake an independent review into the affairs and transactions of Receivership
18 Defendants and to file with this Court, within ~~120~~ 90 days, and every ~~six~~ months thereafter, a report
19 detailing the Receiver's findings of his review of the condition of Receivership Defendants, other
20 affairs and transactions of Receivership Defendants, reflecting the existence of any liabilities, both
21 those claimed by others to exist and those to which the Receiver believes to be the legal obligations
22 of each of said Receivership Defendants, including a review of any possible conflicts of interest and
23 any further information the Receiver believes may assist in an equitable disposition of this matter,
24 and to include in the report the Receiver's opinion regarding the ability of said Receivership
25 Defendants to meet their obligations as they come due, and the Receiver's recommendation
26 regarding the necessity for, and the best method of handling, preserving, or disposing of said assets;

27 10. To invest funds of the Receivership estate in any interest-bearing accounts in federally
28 insured financial institutions, without further order of the Court; and to be the signatory on all bank

1 accounts of Receivership Defendants, and each of them, including, but not limited to:

2 A. City National Bank

3 B. Bank of America

4 C. Citibank

5 D. Centennial Bank

6 E. JP Morgan Chase Bank

7 F. Citibank West

8 and any depository or investment account in any financial institution that the Receiver may discover
9 at a later date containing investor funds, upon presentation of this Order.

10 11. To bring such proceedings as are necessary to enforce the provisions hereof, including
11 issuance of subpoenas to compel testimony or production of documents as to the existence or
12 location of assets or any other information pertinent to the business, financial affairs, and other
13 transactions of Receivership Defendants;

14 12. To bring such proceedings as are necessary to modify the provisions hereof or to seek
15 instructions from this Court, as the Receiver deems appropriate;

16 13. To make such payments and disbursements from the funds so taken into custody, control and
17 possession of the Receiver or otherwise received by him, as may be necessary and advisable in
18 discharging his duties as Receiver, without further order of the Court, including, without limitation,
19 the payment of interim compensation to the Receiver and persons or entities under (5) and (6) above,
20 subject to the provisions of paragraphs (25) and (26) below. The Receiver and his office personnel
21 shall be paid ~~their usual hourly billable rates, which is currently \$550 per hour for the Receiver no~~
22 ~~more than \$350 for Mr. Paternak and no more than, \$225 per hour for the Receiver's Receivership~~
23 ~~Administrators, and \$50-\$175 for the other non-attorney personnel in the Receiver's office, and not~~
24 to exceed \$10,000 absent further court order.

25 14. To carry on any lawful business activity of the entities and persons or entities in
26 Receivership, to preserve investors' assets and to foreclose and/or actively seek and negotiate with
27 potential buyers, assignees or other parties who may be interested in acquiring, purchasing, leasing,
28 subleasing or renting real or personal property of Receivership Defendants and to sell, lease,

1 sublease or rent such real or personal property of Receivership Defendants, subject to Court
2 approval;

3 15. To institute, prosecute, defend, compromise, intervene in and become a party, either in his
4 own name or in the name of Receivership Defendants, to such suits, actions or proceedings as may
5 be necessary for the protection, maintenance, recoupment or preservation of the assets or property of
6 Receivership Defendants, or in his custody, in his discretion, without further order of the Court; and

7 16. To divert, take possession of and secure all mail of Receivership Defendants, in order to
8 screen such mail, retaining so much as relates to the business of Receivership Defendants, and
9 forwarding to the individual or other appropriate addresses so much as is not, in the Receiver's
10 opinion, appropriate for retention by him, and to effect a change in the rights to use any and all post
11 office boxes and other mail collection facilities used by Receivership Defendants.

12 17. Upon the Receiver's appointment, the Receiver shall undertake an immediate review of all
13 readily available assets of the Receivership Defendants in order to determine the economic viability
14 of a Receivership. Upon such review, if the Receiver determines that sufficient assets are readily
15 available to fund the Receivership, then the Receiver shall file such finding with the Court, and the
16 Receivership shall continue until further order of the Court. If upon initial review the Receiver
17 determines that readily available assets are insufficient to maintain the Receivership, then the
18 Receiver shall so notify the Court, and may request that the Court dissolve the Receivership, or
19 modify the duties and responsibilities of the Receiver. ~~and Plaintiff will not oppose such request. it~~
20 ~~being understood that the Receiver and professionals employed by the Receiver shall not be~~
21 ~~expected to perform services unless readily available assets exist to pay the expenses of the~~
22 ~~Receivership.~~

23 18. The Receiver shall cooperate fully with the California Department of Corporations, and any
24 other state and federal law enforcement or other regulatory agencies having jurisdiction over matters
25 relating to the conduct or business of Receivership Defendants so as not to impair the ability of said
26 state and federal law enforcement regulatory agencies to perform their duly authorized investigative
27 and enforcement duties.

28 19. Any state or federal law enforcement or regulatory agency having jurisdiction over matters

1 relating to Receivership Defendants' business shall be permitted to review, without exception, all
2 reports of the Receiver and all books, records, and files of Receivership Defendants at any time
3 during normal business hours, with reasonable notice, and to make any abstracts or copies of said
4 documents as it desires and at its own expense, provided that nothing herein shall waive or abrogate
5 any applicable attorney-client or other legally recognized privilege.

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8 20. The Receiver's powers shall be in addition to, and not by way of limitation of, the powers
9 described in CC Sections 25530(a) and 29540, and Government Code Section 13975.1 and Code of
10 Civil Procedure Sections 564, et seq.

11 21. To the extent additional powers are required, the Receiver shall apply to the court. ~~The~~
12 ~~Receiver shall be vested with, and is authorized, directed and empowered to exercise, all~~
13 ~~of the power of Receivership Defendants, their officers, directors, shareholders, general partners or~~
14 ~~persons who exercise similar powers and perform similar duties; and the Receivership Defendants,~~
15 ~~their officers, agents, employees, representatives, directors, successors in interest, attorneys in fact~~
16 ~~and all persons acting in concert or participating with them, are hereby divested of, restrained and~~
17 ~~barred from exercising any of the powers vested herein in the Receiver.~~

18 22. Defendants, including, but not limited to the Receivership Defendants, their officers,
19 directors, shareholders, agents, servants, employees, attorneys, salespersons, successors, assigns,
20 subsidiaries, affiliates, and other persons or entities under their control and all persons or entities in
21 active concert or participation with Defendants, and all persons owing a duty of disclosure to
22 Defendants, and each of them, shall cooperate with the Receiver in his investigation and shall
23 immediately turn over to the Receiver all documentary and electronic records, computers and
24 passwords, and/or access codes for all computers and any security systems, documentation, charts
25 and/or descriptive material of all funds, assets, property owned beneficially or otherwise, and all
26 other assets of Receivership Defendants wherever situated, and all books and records of accounts,
27 title documents and other documents in the possession or under their control, which relate, directly
28 or indirectly, to assets of Receivership Defendants. The Receivership Defendants, and each of them,

1 on receipt of this Order shall provide the Receiver with all social security and tax identification
2 numbers utilized by them in connection with the operation of any property included in the
3 Receivership estate. The Receiver shall also be entitled to utilize such social security and tax
4 identification numbers during his operation of the Receivership estate.

5 23. Except by leave of this Court and during the pendency of this Receivership, all claimants,
6 creditors, lessors and other persons seeking relief of any kind, in law or in equity, from Receivership
7 Defendants, and all others acting on behalf of any such persons, including sheriffs, marshals,
8 servants, agents attorneys and employees, are restrained and enjoined, directly or indirectly, from:

- 9 a. Commencing, prosecuting, continuing or enforcing any suit or proceeding,
10 except by motion before this Court;
- 11 b. Executing or issuing or causing the execution or issuance of any court
12 attachment, subpoena, replevin, execution or other process for the purpose of
13 impounding or taking possession of or interfering with or creating or
14 enforcing a lien upon any property owned or in the possession of Receivership
15 Defendants, their subsidiaries or affiliates, or the Receiver appointed herein,
16 wherever situated;
- 17 c. Commencing or continuing judicial or non-judicial foreclosure proceedings or
18 proceedings for the appointment of a Receiver for any property owned or
19 claimed by Receivership Defendants in this action;
- 20 d. Creating, perfecting, or enforcing any lien or encumbrance against any real or
21 personal property;
- 22 e. Accelerating the due date of any obligation or claimed obligation;
- 23 f. Exercising any right of set-off;
- 24 g. Taking, retaining, retaking or attempting to retake possession of any real or
25 personal property;
- 26 h. Withholding or diverting any rent or other obligation; and
- 27 i. Doing any act or thing whatsoever to interfere with the possession of or
28 management by the Receiver herein and of the property and assets owned,

1 controlled or in the possession of Receivership Defendants or to, in any way,
2 interfere with the Receiver or to interfere in any manner during the pendency
3 of this proceeding with the exclusive jurisdiction of this Court over
4 Defendants.

5 24. Any and all provisions of any agreement entered into by and between any third party and
6 Receivership Defendants, including, by way of illustration, but not limited to, the following types of
7 agreements (as well as any amendments or modifications thereto): mortgages, partnership
8 agreements, financial guarantee bonds, joint venture agreements, promissory notes, remarketing
9 agreements, loan agreements, security agreements, indemnification agreements, subrogation
10 agreements, subordination agreements, deeds of trust, pledge agreements, assignments of rents and
11 other collateral, financing statements, letters of credit, leases, insurance policies, guarantees, escrow
12 agreements, management agreements, real estate brokerage and rental agreements, servicing
13 agreements, consulting agreements, easement agreements, license agreements, franchise agreements,
14 construction contracts, or employment contracts that provide in any manner that the selection,
15 appointment, or retention of a receiver or trustee by any court, or the entry of an order such as
16 hereby made, shall be deemed to be, or otherwise operate as a breach, violation, event of default,
17 termination, event of dissolution, event of acceleration, insolvency, bankruptcy, or liquidation, shall
18 be stayed, and the assertion of any and all rights, remedies relating thereto shall also be stayed and
19 barred, except as otherwise ordered by this Court, and this Court shall retain jurisdiction over any
20 causes of action that have arisen or may otherwise arise under any such provision.

21 ~~25. The Receiver, the Receiver's employees and agents, and professionals employed by the~~
22 ~~Receiver, are entitled to monthly payment of interim compensation for services rendered, at their~~
23 ~~normal hourly rates, and monthly reimbursement for all expenses incurred by them on behalf of the~~
24 ~~Receivership estate, and the Receiver is authorized to make such payments without further order of~~
25 ~~the Court. Within 10 days after such monthly payments, the Receiver shall serve written notice upon~~
26 ~~the counsel of record for Receivership Defendants of the amount paid to each payee, with an~~
27 ~~itemization of the services rendered or expenses incurred.~~

1 26. Interim monthly fees ~~paid~~ shall be subject to review and approval by this Court prior to
2 payment, ~~on a quarterly basis~~. This Court has the power ~~retains jurisdiction~~ to award a greater or
3 lesser amount as the full, fair and final value of such services. ~~In the event that extraordinary~~
4 ~~services are performed by the Receiver, or any professionals employed by the Receiver, the Court~~
5 ~~may approve extraordinary compensation to such persons.~~

6 27. Neither Plaintiff, the Commissioner, the State of California, the Department of Corporations,
7 nor any officer, employee or agent of the Department, shall have any liability for the payment, at any
8 time, for any such fees or expenses in connection with said Receivership. Any and all expenses of
9 the operation of the Receivership estate are the risk of the Receivership, and not the personal
10 obligation of the Receiver.

11 IT IS FURTHER ORDERED that the Receivership Defendants and their officers, agents,
12 servants, employees and attorneys, and any other persons who are in custody, possession or control
13 of any assets, collateral, books, records, computers, papers or other property of Receivership
14 Defendants shall forthwith give access to and control of such property to the Receiver.

15 IT IS FURTHER ORDERED that no officer, agent, servant, employee, or attorney of
16 Authotecq, Paysentinel, Shadowworks, Litzinger, Diaz, Thomas, and or their subsidiaries or affiliates,
17 shall take any action or purport to take any action, in the name of or on behalf of any Receivership
18 Defendant or any of their subsidiaries and affiliates, without the written consent of the Receiver or
19 order of this Court.

20 IT IS FURTHER ORDERED that except by leave of this Court, during the pendency of this
21 Receivership, all clients, investors, trust beneficiaries, note holders, creditors, claimants, lessors, and
22 all other persons or entities seeking relief of any kind, in law or equity, from Defendants and all
23 persons acting on behalf of any such investor, trust beneficiary, note holder, creditor, claimant,
24 lessor, or other person, including sheriffs, marshals, servants, agents, employees, and attorneys, are
25 hereby restrained and enjoined from, directly or indirectly with respect to Receivership Defendants:

- 26 A. Using self-help or executing or issuing or causing the execution or issuance of
27 any court attachment, subpoena, replevin, execution or other process for the purpose
28 of impounding or taking possession of or interfering with or creating or enforcing a

1 lien upon any property or property interest owned by or in the possession of
2 Receivership Defendants and any partnerships or joint ventures for which
3 Receivership Defendants are the Managing General Partner, wherever situated; and
4 B. Doing any act or thing whatsoever to interfere with taking control, possession
5 or management by the Receiver appointed hereunder of the property and assets
6 owned, controlled or in the possession of Receivership Defendants or in any way to
7 interfere with or harass the temporary Receiver or to interfere in any manner with the
8 discharge of his or her duties and responsibilities hereunder.

9 IT IS FURTHER ORDERED that the Receivership Defendants and their subsidiaries and
10 affiliates and their officers, agents, servants, employees and attorneys, shall cooperate with and assist
11 the Receiver and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere
12 with the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly,
13 with the custody, possession, management, or control by the Receiver of the funds, assets, collateral,
14 premises, and chooses in action described above.

15 IT IS FURTHER ORDERED that each Defendant named herein shall, within ten (10) days
16 of the entry of this Order, prepare and deliver to the Receiver a detailed and complete schedule of all
17 of his personal assets, including a description of the source of funds for the purchase of such assets.
18 For purposes of this Order, the term “assets” shall include income/compensation or right of
19 income/compensation from any source, and any financial or controlling interest in any business
20 entity, including, but not limited to, a partnership, trust, corporation, or limited liability company.
21 Such accounting shall be filed with the Court and a copy shall be delivered to the Receiver. After
22 completion of the accounting, each Defendant named herein shall produce to the Receiver at a time
23 agreeable to the Receiver, all books, records and other documents supporting or underlying the
24 accountings.

25 IT IS FURTHER ORDERED that within ten (10) days from the date of this Order, all
26 Receivership Defendants shall transfer to a trust account fund of the Receiver all assets, funds, and
27 other property that is presently held in foreign locations in the name of any Receivership Defendant
28

1 or for the benefit of or under the control of any of them, or over which any of them exercise actual
2 investment or other authority, including signatory authority.

3 IT IS FURTHER ORDERED that the Receiver shall determine upon taking possession of the
4 Property/estate whether in the Receiver's judgment there is sufficient insurance coverage. With
5 respect to any insurance coverage in existence or obtained, the Receiver shall be named as an
6 additional insured on the policies for the period that the Receiver shall be in possession of the
7 Property/estate. If sufficient insurance coverage does not exist, the Receiver shall immediately
8 notify the parties to this lawsuit and shall have thirty (30) calendar days to procure sufficient all-risk
9 and liability insurance on the Property (including earthquake and flood insurance) provided,
10 however, that if the Receiver does not have sufficient funds to do so, the Receiver shall seek
11 instructions from the Court with regard to whether insurance shall be obtained and how it is to be
12 paid for. If consistent with existing law, the Receiver shall not be responsible for claims arising
13 from the lack of procurement or inability to obtain insurance.

14 IT IS SO ORDERED.

15 DATED: March 26, 2012

ANN I. JONES

JUDGE OF THE SUPERIOR COURT