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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
SAN ANGELO DIVISION

IN RE: §
ROBINSON PREMIUM BEEF, LLC §
Debtor § Case No.16-60092 RLJ-11
§

OBJECTION TO DEBTOR’S DISCLOSURE STATEMENT
FOR PLAN OF REORGANIZATION

TO THE HONORABLE ROBERT L. JONES, UNITED STATES BANKRUPTCY JUDGE:

Now comes SAN ANGELO PACKING COMPANY, INC. (herein “SAP”), ESTATE OF JIMMY STOKES (herein “Stokes”) and 4-S FOOD COMPANY (herein “4-S”), creditors in the above captioned bankruptcy case, and file this their objection (the “Objection”) to Debtor Robinson Premier Beef, LLC’s Disclosure Statement (“Statement) of Plan of Reorganization (the “Plan”) as follows:

PRELIMINARY STATEMENT

1. It is the position of SAP, 4-S, and Stokes that the Disclosure Statement filed by Debtor is totally inadequate, does not meet even fundamental criteria, and that the Plan of Reorganization

(“Plan”) is patently unconfirmable. Further proceeding toward a contested confirmation hearing would be a waste of time, resources and expense. The Disclosure Statement fails to provide even the basic information required by 11 U.S.C. § 1125 of the Bankruptcy Code to allow the creditors to make a meaningful informed judgment about whether to accept or reject the Plan.

JURISDICTION AND VENUE

2. This Court has jurisdiction over the Disclosure Statement and this Objection under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue is appropriate in San Angelo Division of the Northern District of Texas under 28 U.S.C. §§ 1408 and 1409.

FACTS

3. On February 17, 2014, SAP, Stokes and 4-S sold real and personal property to Debtor for the total sum of \$8,100,000. No down payment was ever effectively made. Debtor subsequently made quarterly payments of \$258,061.61 for the next seven quarters. Debtor defaulted on its obligation and SAP, Stokes and 4-S posted the properties for foreclosures. Just prior to foreclosure scheduled for September 2, 2016, Debtor filed for protection under Chapter 11 of the Bankruptcy Code. Debtor has made no payments since its last quarterly payment in April, 2016. Debtor has apparently operated the facility from 2014 to 2016 by selling off equipment and borrowing large sums of cash from “investors” in this scheme, and it is a scheme as shown by the fraudulent transfers to the Yorton Parties which are all highly suspect. The debtor will owe on the effective date, if a plan is approved, the following: SAP 3,738,231,76, 4-S 2,916,643.60, Estate \$729,900.00 which totals \$7,384,774.36, plus attorneys fees accrued to date of approximately \$35,000. The daily accrued interest on this debt is \$952,38, which equates to approximately \$28,571.49 a month.

It appears that this is a case of *Folie a deux* (“the madness of two”) whereby Jeremy Robinson has a delusional belief shared possibly by others including the Yorton Parkes and Hart Financial that they can confirm over objection this otherwise unconfirmable plan. The “majority owner” Jeremy Robinson has some serious flaws which are not being realistically addressed. The assets of Jeremy Robinson are in receivership, including stock of Debtor. (See the attached Order Requiring Turnover and Appointment of Receiver) Robinson has two judgments for fraud outstanding against him in State court. He has no experience in the cattle-to-kill processing area, has no capital and no income other than what is borrowed from other parties. He is simply unqualified. He has relied on others to provide the capital to restart this shut down business and does not have the licenses to operate the processing plant which had laid idle for over two years. This Plan under Jeremy Robinson’s management has no viability or feasibility.

REQUIRED INFORMATION IN A DISCLOSURE STATEMENT

3. 11 U.S.C. §1125 of the Bankruptcy Code states:

An acceptance or rejection of a plan may not be solicited after the commencement of the case under this title from a holder of a claim or interest with request to such claim or interest is unless at a time of or before such solicitation there is transmitted to such holder the plan or a summary of the plan, and a written statement approved, after notice and a hearing, by the court and containing adequate information.¹

5. Section 1125 further defines “adequate information” as

Information of a kind and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interest in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan, and in determining whether a disclosure statement provides adequate information, the court shall consider the complexity of the case, the benefits of additional information to the creditors and other

¹11 U.S.C. §1125(b)

parties in interest, and the cost of providing additional information.²

The standard for determining whether a plan proponent has provided “adequate information” required under § 1125 is “whether hypothetical reasonable investors receive such information as will enable them to evaluate for themselves what impact the information might have on their claims and the outcome of the case and to decide for themselves what course of action to take.”³

According to the legislative history of Section 1125, of the Bankruptcy Code, “the disclosure statement was intended by Congress to be the primary source of information upon which creditors and shareholders would make an informed judgment about a plan of reorganization.”⁴ “Creditors not only rely on the disclosure statement to form their ideas of what sort of distribution or other assets they will receive, but also what risks they will face.” (emphasis added) “[T]he importance of full and honest disclosure is critical and cannot be overstated.”⁵

While the question of whether the disclosure statement contains adequate information is made on a case by case basis, bankruptcy courts have identified a number of factors “which may

²11 U.S.C. §1125(a)

³*In re Ferguson*, 474 B.R. 466, 471 (Bankr. D. S.C. 2012) (quoting *In re Applegate Prop. Ltd.* 133 B.R. 827, 831 (Bankr. W.D. Tex 1991), *see also Nelson Dakon Shield Claimants Trust (In re A.H. Robins Co.)*, 216 B.R. 175, 180 (Bankr. E.D. Va. 1997) (“adequate disclosure” is designed to provide information to creditors to permit them to determine whether to vote for or against the plan . . . It plays a pivotal role in the give and take among creditors and between creditors and the debtor that leads to a confirmed negotiated plan of reorganization by requiring adequate disclosure to the parties so they can make their own decisions on the plan’s acceptability”). *In re United States Brass Corp.* 194 B.R. 420, 423 (Bankr. E.D. Tex. 1996) (“The purpose of the disclosure statement is not to assure acceptance or rejection of a plan, but to provide enough information to interested persons so they may make an informed choice between to alternatives.”)

⁴*In re Jeppson*, 66 B.R. 269, 291 (Bankr. D. Utah 1986.)

⁵*In re Radco Props. Inc.*, 402 B.R. 666, 682 (Bankr. E.D.N.C. 2009)

be mandatory under the facts and circumstances of a particular case, to meet the statutory requirement of adequate information.” They include

(1) the events which led to the filing of bankruptcy petition; (2) a description of the available assets and their value; (3) the anticipated future of the company; (4) the source of information stated in the disclosure statement; (5) a disclaimer; (6) the present condition of the debtor while in Chapter 11; (7) the scheduled claims; (8) the estimated return to creditors under a Chapter 7 liquidation; (9) the accounting method utilized to produce financial information, and the name of the accountants responsible for such information; (10) the future management of the debtor; (11) the Chapter 11 plan or a summary thereof; (12) the estimated administrative expenses, including attorneys’; accountants’ fee; (13) the collectibility of accounts receivable; (14) financial information data, valuations or projections relevant to the creditor’s decision to accept or The Chapter 11 plan; (16) the actual or projected realization value from recovery of preferential or otherwise voidable transfers; (17) litigation likely to arise in a non bankruptcy context; (18) tax attribution of the Debtor; and (119) the relationship of the debtor with affiliates.⁶

6.0 In every case the disclosure statement must provide conformation “essential for a party weighing the credibility and merits of the plan and the plan must contain factual support of the opinion contained in the disclosure statement.”⁷

SPECIFIC FAILURES OF DEBTOR’S DISCLOSURE STATEMENT

6.1 The Debtor is going to be required to comply with the Packers and Stockmans Act which will require a \$680,000 bond. The Plan fails to address the cost of the bond or if the fraud judgment of Jemmy Robinson has been disclosed to the United States Department of Agriculture and to Packers Stockmen Administration.

6.2 The Debtor has failed to address health insurance for employees which will be required after 90 days.

6.3 The Disclosure Statement is deficient in that the projections do not reflect from where the

⁶*In re Reilly*, 71 B.R. 132, 135 (Bankr. Mont.1987 (quoting *In re Metrocraft Pub. Services*, 39 B.R. 567, 568 (Bankr. N.D. Ga.1984. See also *In re Scroto Valley Mortgage Co.* 88 B.R. 168, 170-71 (Bankr.S.D. Ohio 1988)

⁷*In re Fierman*, 21 B.R. 314, 315 (Bankr E.D. Pa. 1982)

initial payouts of money to creditors contemplated after confirmation are to come.

6.4 The Disclosure fails to disclose the Debtor sold substantial assets of equipment, property, etc. without remitting proceeds to SAP, 4-S.

6.5 Debtor failed to disclose two State Court judgments finding that the manager Jeremy Robinson committed acts of fraud for which judgments were rendered.

6.6 Debtor failed to disclose Jeremy Robinson has no qualifications to operate a large packing house facility.

6.7 Debtor failed to disclose why Yorton Parties pulled back from lending Debtor \$500,000.

6.8 Debtor failed to disclose the packing house is not currently licensed to operate by the USDA.

6.9 Debtor failed to disclose what qualifications Jeremy Robinson has to act as CEO of this or any company of any size.

6.10 Debtor failed to disclose voting classes of equity holders.

6.11 Debtor failed to disclose how much time Weber Costa ("Costa") is going to work for the Debtor per week, how much time he is going to spend in San Angelo each week.

6.12 Debtor failed to disclose who is going to pay for expenses of Costa, or other management expenses, including air fares, housing, food, etc. during the time they will spend working for Robinson Premier Beef in San Angelo.

6.13 Debtor failed to disclose what companies Costa, Carlos Pitta, and Joe Madrid have connections with now or intend to have during the time they are employed by Robinson Premier Beef.

6.14 Debtors failed to disclose that the leases or lease descriptions that are relied upon were not attached to the loan documents and may not be relied upon.

6.15 Debtor failed to disclose names of persons who developed HACCP plan for Debtor.

6.16 Debtor failed to disclose the value of each owner's interest.

6.17 Debtor failed to give any explanation of any agreements between any owners, managers, officers, directors and any other creditors.

6.18 Debtor failed to provide the basis of assertions that market conditions continue to justify the acquisition of SAP, Stokes and 4-S.

6.19 Debtor failed to disclose the basis of representation that there is more demand for protein and an increased demand for cattle processing.

6.20 Debtor failed to provide basis for statements in the Disclosure Statement that Hart Financial and Yorton parties "should help" the Debtor's operating prospects.

6.21 Debtor failed to provide data addressing the increased competition for cattle and employees.

6.22 Debtor failed to disclose how and when receivership of Jeremy Robinson is to be resolved and whether Debtor is in effect paying off his personal debt with Debtor funds.

6.23 Debtor failed to provide an exact figure or estimate of the total administrative expenses of professionals.

6.24 Debtor failed to provide what the Disclosure Statement is referring to as "allowed administrative expenses" incurred in the Debtor's ordinary course of business and estimates of those expenses.

6.25 Debtor failed to classify whether funds transferred by Global Yorton Parties ("CSA") were either loans or equity transactions.

6.26 Debtor failed to provide the initial values of 13% of the ownership interest transferred to Global Yorton Parties ("CSA") and an estimate of the current value of the interest.

6.27 Debtor failed to provide an understandable statement of what Jeremy Robinson's current economical interest is now, and what it will be after the approved plan confirmation.

6.28 Debtor failed to provide what salary or compensation that Mark Zimmerman is to receive, what equity interest he has, and the value of that interest.

6.29 Debtor failed to provide the basis of its claim that the creditors would be better served by a Chapter 11 versus a Chapter 7 liquidation given the values placed on the assets of this Debtor.

6.30 Debtor failed to provide under the Statement of Disclosure as to how and when the Debtor's attorney, Paul Keifer is to be paid. Whether the \$10,000 legal expense per month is the projection in the years following the proposed opening and whether it is to continue and for how long.

6.31 Debtor failed to address the competitors and where employees will come from, and competition on wages and benefits.

6.32 Debtor failed to disclose how and when \$790,000 borrowed post petition is to be repaid.

6.33 Debtor failed to show the impact on the secured creditors if and when the Plan fails, and specifically the effect on SAP, Stokes, and 4-S when the Estate property is sold.

6.34 Debtor's disclosure statement does not address the storage space that will be required if it in fact increases its capacity as noted in its projections nor the cost.

6.35 The Disclosure Statement fails to show how 4-S as a non operating entity is going to make payments required under the Plan.

EQUITY INTEREST OF JEREMY ROBINSON UNCLEAR

7. The objecting Creditors herein do not find this Robinson treatment understandable. The Disclosure Statement on page 20 reads in part:

"Jeremy Robinson's economical interest in the Debtor shall retain the proportion that his 51.03% interest has with regards to the 87% interest that he are being treated in the class

as such while the referral judgment remains unsatisfied. The economical interest which the replacement interest shall equal 58.9655% of any distributions to the 35% issued to potential holders other than Yorton Parties or 2.637% of the economic interest post confirmation.”

What this means is unclear at best. Clearly whatever has to be paid by the Receiver holding Jeremy Robinson’s assets cannot come from the Debtor as this would be a prohibited transaction and a conflict. Clearly the salary suggested for Jeremy Robinson is exorbitant for someone of his experience, suggesting the Debtor is to pay the receiver through this receivership.

PRACTICAL CONSIDERATIONS

8. The current amount of information proved by the Debtor in its Disclosure Statement does not comport with the requirements of providing “adequate information.” Important questions remain about the completion of the governing structure of Debtor, and whether the selection of each party, employee, and participant will be properly vetted for disinterestness or conflicts. There are additional questions about the strategy that is being offered and it is whether mathematically, financially, or generally sound. Additionally, questions remain as to whether the Debtor considered any meaningful alternative, and if it did, why such alternative was ultimately rejected. Unless and until the Debtor addresses these issues, its Disclosure Statement should not be approved, and a more thoughtful, thorough application should be provided that sets out why this Plan is worthy of a vote. But to be clear SAP, 4-S and Stokes believe the Plan should be denied and rejected at this time so as to not prolong the eventual repudiation of the Debtor’s Plan.

The Plan is factually and feasibly deficient and cannot be confirmed. The court should exercise its equitable powers under Bankruptcy Section 105 whenever it is obvious at the disclosure statement stage that a later conformation hearing would be futile because the plan

described by the statement is unconfirmable.⁸

Certainly other objections can be made to the Plan, but the creditors should not be required to continue in this Don Quixote quest with the Debtor and its investors. While the Debtor claims there is equity in the overall property Debtor's Disclosure Statement fails to address or acknowledge the consequences of eventual or even possible failure of the reorganization. Specifically SAP and 4-S would be devastated in value after the sale of Estate's farm which constitutes a great deal of equity which may currently exist. The City of San Angelo's sewer system would have to be used in the future without the farm, and a buy back is unrealistic.

9. The Disclosure Statement also fails to recognize the equity value of the parties SAP, 4-S and Estate have already been diminished by \$790,000. The Plan is fundamentally unfair to the creditors, and with the little money put into this Debtor by third parties has no chance of success.

DEBTOR'S PLAN IS UNCONFIRMABLE ON ITS FACE

10 Debtor's Plan is unconfirmable on its face. A Disclosure Statement should not be approved when it accompanies a plan that is unconfirmable. The Debtor's Plan breaches 11 U.S.C. 1129 commonly known as the "Absolute Priority Rules." The United States Supreme Court has in the last few weeks reinforced that the Bankruptcy Code sets out a priority list and secured creditors highest on that list.⁹

The debtor through questionable methods, intimidation and threats of lawsuits and special classification attempts to bull through a plan that does not meet the standards set out in the Bankruptcy Code.

As noted in *Czyzewski v. Jevic* distributions should conform to predetermined status and

⁸ See *in re American Capital LLC*, 688 F. 3d 145 (3rd Cir. 2012)

⁹*Czyzewski v. Jevic Holding*, 2017 W.L. 1066259

contractual priorities, and that priority is quite appropriately bankruptcy's most important confirmation rule. Quoting Markell Owens Actions and Absolute Priority in Bankruptcy Reorganizations 44 Stan L. Rev. 69, 23 (1991).¹⁰ Secured creditors are not the head of the chain.

The Debtor attempts to have his plan approved by one or more classes that are "impaired" at the expense of the higher priority creditors (SAP, Stokes and 4-S) and it should be denied.

Sending to the creditors a Disclosure Statement and Plan as misleading as Debtor's Plan would be a needless exercise, cause expense and delay as the Court could not confirm the Plan.¹¹

" [A] bankruptcy cannot confirm a plan that contains priority violating distributions over the objection of injured creditor class." §1129(a)(7), §1129(b)(2)¹²

CONCLUSION

For the foregoing reasons and for other reasons to be brought forth at any subsequent hearing on the Disclosure Statement, this Court should deny approval of the Debtor's proposed Disclosure Statement, and further find that this Plan is so deficient that it cannot be confirmed. This Chapter 11 Plan should be shut down due to this patent unconfirmability of this Plan. It is not feasible as is required by 11 U.S.C. 1129 (a)(11) and its carve outs are prohibited. The objecting creditor herein will suffer irreparable harm if this plan is approved. It is time, in fact, to put an end to this madness.

In light of the above, the Disclosure Statement does not provide adequate information to

¹⁰Id p 20

¹¹*In re United States Brass Corp*, 194 B.R. 420, 422-423 (Bankr. E.D. Tex. 1986), *In re Copy Crafters Quick Print, Inc.*, 92 B.R. 973, 980 (Bankr. N.D. NY 1988).

¹² *In re Pecht*, 53 B.R. 768, 769-701 (Banker. E.D. Va. 1985)

satisfy confirmation requirements. It does not provide information essential for the hypothetical party in the members' class to weigh the credibility and merits of the Plan and to make informed judgment as to how to act on the Plan. The Plan is so basically flawed that it cannot be confirmed, therefore San Angelo Packing Company, Inc, 4-S Food Company, and The Estate of Jimmy Stokes, respectfully request that the Court deny approval of the Disclosure Statement and deny confirmation of this Plan or a similarly presented plan, and grant such other and further relief to which the creditors may be entitled.¹³

Respectfully submitted

/s/ Robert B. Wilson
Robert B. Wilson
rwilson1@nts-online.net
arivere2000@yahoo.com

CERTIFICATE OF SERVICE

I hereby certify that on the ____ day of April, 2017, a true and correct copy of the above and foregoing objection was sent electronically to all counsel on the Court's ECF file list..

/s/ Robert B. Wilson
Robert B. Wilson

¹³ *In re Greystone III Joint Venture* 995 F. 2d 1274 (5th Cir. 1991)

NO. 2015-001130-2

HOLT CAT
Plaintiff,

v.

GOLDLINE ENERGY SERVICES,
LLC, MATTHEW BRIAN SNOW AND
MARSHALL GRADY CARWILE
Defendants.

v.

JEREMY ROBINSON,
Third Party Defendant

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IN THE COUNTY COURT AT LAW

NO. 2

OF TARRANT COUNTY, TEXAS

ORDER REQUIRING TURNOVER AND APPOINTING RECEIVER

1. On this date came on to be heard Counter-Plaintiff Matthew Brian Snow's Ex Parte Application For Turnover And Appointment Of Receiver as to Third-Party Defendant Jeremy Robinson Only ("Application") filed herein by Counter-Plaintiff Matthew Brian Snow ("Plaintiff") following entry of Judgment, and after reviewing the Application, the papers on file with this Court, including the Judgment, herein and reviewing the evidence, the Court finds that Plaintiff is the owner and holder of a Judgment against Third-Party Defendant Jeremy Robinson ("Defendant") which was signed by this Court on October 14, 2016 ("Judgment") and was in the amount of \$128,900.00 plus post-judgment interest and court costs and Plaintiff has not collected anything as a credit against the Judgment and that Plaintiff has good faith reason to believe that Defendant Jeremy Robinson owns non-exempt rights to present or future property that cannot be attached or levied upon by ordinary legal process, such as bank accounts and rental payments that are easily moved and constantly changing among other possible non exempt assets. The Court finds that the appointment of a Receiver to locate, marshal, and administer assets is justified because the Court is of the opinion that non-exempt assets exist.

IT IS THEREFORE ORDERED that Stanley W. Wright, whose address is 2324 Rogers Ave., Fort Worth, TX 76109 (telephone 817 455 8683; fax 206 203 4716; email stan-wright@sbcglobal.net)

or _____

_____, a qualified receiver, be, and he hereby is, appointed Receiver pursuant to the Texas Turnover Statute with authority to take possession of and sell the assets of Defendant. For the purposes of this order, assets of

Defendant shall include all community property interest in any property owned jointly with the Defendant's spouse. Defendant is ordered to comply with this Order and to fully cooperate with the Receiver to complete his duties, including preparing and signing all documents needed to recover, seize, and sell property, and is further ordered to timely prepare or cause to be prepared all Federal Income Tax Returns and other tax returns and timely deliver copies to the receiver. The Defendant is enjoined from transferring or encumbering any non-exempt property owned by Defendant to anyone but the Receiver and that Defendant be enjoined from concealing property, including through the use of third parties, e.g., relatives, trusts, attorneys, companies, agents, assumed names, pseudonyms or any other means. Cooperation with the receiver is to continue on an on-going basis until the judgment is paid or otherwise settled. The Receiver is an agent of this Court, and is to be treated with the same courtesy accorded to the Court.

2. **Receiver's Powers:** The Receiver shall have the authority to take possession of all non-exempt property and of Defendant whether in the Defendant's possession or is subject to the Defendant's control, including, but not limited to the following: (a) all documents or records, including financial records, related to such property that is in the actual or constructive possession or control of Defendant; (b) all cash, all financial accounts including but not limited to bank accounts, certificates of deposit, money market accounts, accounts held by any third party; (c) all securities; (d) all real property and personal property including boats, airplanes, motor vehicles, and trailers; (e) all safety deposit boxes; (f) all cash of any nature including gifts or payments made on behalf of defendant, whether in the defendant's possession or is subject to defendant's control; (g) all negotiable instruments, including promissory notes, drafts, and checks; (h) causes of action or choses of action; (i) contract rights, whether present or future; and (j) accounts receivable, of every nature, type, and description. All such property, except paychecks for current wages and other exempt property, shall be held in *custodia legis* of said Receiver as of the date of this Order. An Order from the Receiver, made pursuant to this Order, is equivalent to an Order from this Court. All portions of this Order are to continue until the judgment is paid.

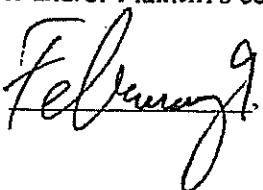
3. **Additional Powers:** The Receiver shall have the following additional rights, authority and powers with respect to Defendant and his property, to (a) collect all accounts receivable of Defendant; (b) change locks at all premises at which any property is situated (except Defendant's homestead); (c) open all mail directed to Defendant or any business of Defendant, and to have Defendant's mail forwarded to the address of the Receiver; (d) obtain Defendant's federal income tax returns, which Defendant shall be required to timely prepare and present annually to the Receiver, credit information, and credit reports; (e) endorse and cash all checks and negotiable instruments payable to Defendant (except paychecks for current wages or other exempt income); (f) sell or lease any real property or mineral interest of Defendant; (g) hire any person or company to move and store property of Defendant; (h) obtain from any financial institution, bank, credit union or savings and loan any financial records belonging to or pertaining to Defendant; (i) obtain from any landlord, building owner, or building manager where Defendant or Defendant's business is a tenant, copies of Defendant's lease, lease application, credit application, payment history, and copies of Defendant's checks for rent or other payments; (k) hire any person or company necessary to accomplish any right or

power under this order; and (l) take all action necessary to gain access to storage facilities, safety deposit boxes, real property, and leased premises wherein any property of Defendant may be situated, and to obtain copies of all documents related to the same; (m) file IRS Form 56, Notice Concerning Fiduciary Relationship, and require Defendant to comply with all of his responsibilities to prepare and file timely tax returns, and it is specifically provided that the Receiver shall have no responsibility for the accuracy or timely filing of any tax return. (n) obtain and use Defendant's credit reports, (o) schedule hearings and meetings and directing parties and witnesses to give testimony and to rule upon the admissibility of evidence at such hearings, (p) placing witnesses under oath and examining them himself or through his agents, (q) the Receiver has no duty to protect the Defendant or Property; nothing in this Order requires the Receiver to protect the Defendant or Property from loss or anything else. Additionally, the Receiver has the following powers over internet sites, domains, telephones, etc.:

- a. Passwords, PINs, and Keys. Defendant is ordered to deliver to the Receiver, within five days of receipt of a copy of this order, a copy of all keys, and a list of all personal identification numbers (PINs), passwords, and combinations, with a clear list explaining what each key, PIN, etc., opens, where to locate the items to which the keys and PINs, etc., are related, and what is contained in the items to which the keys, PINs, etc., are associated. Only the Receiver may change keys and codes. No key, password, PIN, etc., may be changed without the Receiver's prior written consent.
 - b. Telephone numbers. The Receiver is authorized to redirect, lease, or sell all telephone numbers belonging to any defendant.
 - c. Websites. The Receiver is authorized to seize, monitor, close, lease, renegotiate, or sell all websites, domain names, and e-mail addresses which any defendant owns or controls, including all derivations of the names and addresses ("domain names"), for cash or by purchase money note or in any other manner deemed acceptable by the Receiver in his sole discretion, for prices deemed to be reasonable by Receiver, and on terms and conditions deemed to be reasonable by Receiver and subject to all liens.
4. **Officers to Assist Receiver:** Any Sheriff, Constable, Texas Peace Officers, and their deputies, are hereby directed and ordered to assist the Receiver in carrying out his duties and exercising his powers hereunder and prevent any person from interfering with the Receiver in taking control and possession of the property of Defendant.
 5. **Receiver's Fee and Bond:** The Receiver is ordered to post bond in the amount of \$100.00 payable to this Court and conditioned upon the faithful discharge of his duties in accordance with this Order. The Receiver's fee, which shall be an amount equal to 25% of all amounts collected by the Receiver or \$100.00 (whichever is greater), is taxed as costs against the Defendant. The Receiver is ordered to take his oath of office.

6. **Turnover of Property and Documents to Receiver:** Defendant and third parties in possession of property of the defendant are ordered to immediately turnover to the Receiver, within five (5) days of being served with a copy of this order, (a) the documents described in the attached Exhibit "A"; (b) all checks, cash, accounts at financial institutions, securities (stocks and bonds), promissory notes, documents of title, deeds, and contracts owned by or in the name of defendant or subject to the Defendant's control. Defendant and third parties in possession of property of the defendant are ordered, until the judgment in this case is fully paid, to turnover to the Receiver at the Receiver's address all of defendant's checks, cash of any nature including gifts or payments made on behalf of defendant, whether in the defendant's possession or is subject to defendant's control, securities, promissory notes, documents of title, and contracts within three days of receipt of such property. Paychecks for current wages are exempt from this order. All financial institutions shall provide to the Receiver all information that is requested by the Receiver and known to the financial institution, including, without limit, the existence and location of Defendant's whereabouts, bank accounts, loans, and credit card information. This Order specifically serves as the Court Order required by 47 U.S.C. § 551, and satisfies all obligations of the responding party to obtain or receive a Court Order prior to disclosing material containing personally identifiable information of the subscriber and/or customer. Upon service of a confirmed copy of the Order of Receivership in the manner specified by Section 59.008, Finance Code, Property held by a financial institution in the name of or on behalf of the Defendant as customer of the financial institution, shall be turned over to the Receiver
7. **Disbursement of Property:** The Receiver may, without further order of the Court, pay himself the fee specified in paragraph five above, together with the reimbursement of any actual out of pocket expenses incurred in the administration of this Order as funds become available. The Receiver may, without further order of the Court pay his attorney and other persons employed to assist the Receiver in the administration of this Order. The Receiver is authorized and directed to pay all additional amounts to the judgment creditor in this cause, by and through its attorney of record, including attorney fees incurred in filing the motion for the receivership, presenting the order or other attorney fees incurred in obtaining satisfaction of the judgment, if any, and may do so without further order of this Court. All of the Receiver's cost and expenses incurred in the administration of this Order shall be taxed against the Defendant.
8. **Subpoenas of Third Parties and Deposition of Defendant.** The Receiver is hereby authorized to issue subpoenas to third parties to obtain production of any documents or other tangible things that relate or pertain to any property owned by the Defendant. The Receiver is further authorized to notice at any time the oral deposition of the Defendant and other parties to determine whether the Defendant owns any property that is not exempt pursuant to Tex. Prop. Code § 42.001 *et. seq.* The method for noticing a deposition of the Defendant and other parties shall be pursuant to the Texas Rules of Civil Procedure.
9. **Service and Notice:** Defendant is ordered within 3 days of date of this order to provide Receiver with a current facsimile number and/or e-mail address for service by electronic

delivery of any required notice(s) and/or written communication(s). Defendant shall have the affirmative duties to maintain and monitor said facsimile number and e-mail address throughout the pendency of this receivership, and to timely respond, within (3) three days to any to any email and/or facsimile sent by the Receiver and/or Plaintiff to the Defendant at such facsimile and/or email address. Service of any required notice(s) shall be complete upon proof of delivery by facsimile and/or email, and should Defendant fail to maintain and/or monitor said facsimile and/or e-mail account during the pendency of this receivership, Defendant shall be deemed to have been properly served and noticed upon the Receiver and/or Plaintiff's certification of delivery of same by regular mail.

SIGNED ON:  2017.

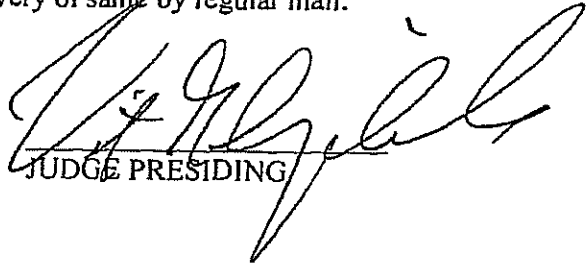

JUDGE PRESIDING

Exhibit A

**Documents To Be Delivered Within Five Days
Pursuant to the Order Requiring
Turnover and Appointing Receiver**

Unless otherwise stated, all time periods are for the three years before the order was signed. "Respondent" includes Defendant and Defendant's spouse, within three years of the signing of the order. "Records" and "documents" are mutually inclusive. All requests regarding property or records and documents owned or possessed by a respondent also applies to Respondent's spouse, ex-spouse, brother sister, child, step-child, mother, father, sister, brother, partner, or co-shareholder in a small business. Any use of the term "produce," means to deliver.

The following items are to be delivered to the Receiver by Defendant at the Receiver's office, within 5 days of receipt of this Order by Defendant:

1. Legible copies of all personal and business federal income tax returns filed by or prepared for Respondent for the current year and for the last three years prior to the current year, together with all schedules, attachments, W-2 forms, 1099 forms and all similar federal income summary forms for the same years.
2. All statements, canceled checks and deposit slips for all checking accounts, savings accounts, credit union accounts or other depository accounts, held either separately or jointly, for the current calendar year and for the last three years prior to the current calendar year for all accounts in which Respondent's name is on the printed checks, in which Respondent has an interest and/or in which Respondent has signatory authority. This includes all trust accounts on which the Respondent may sign.
3. A copy of the witness' driver's license, social security card, and other items used to identify the witness, like an identification card issued by the Texas Department of Public Service or Department of Public Safety.

4. Copies of all financial statements prepared by or on behalf of Respondent within the last three years, including all such statements presented to any financial institution and/or any other party for the purpose of guaranteeing, securing or attempting to secure a loan or financial assistance of any kind.
5. All booklets, current and annual statements and all other documents evidencing the nature and extent of Respondent's rights under any stock option plan, retirement plan, pension or profit sharing plan, employee stock ownership plan, company savings plan, thrift fund matching plan and all other similar plans prepared or received during the last three years.
6. The most recent statements, deposit confirmation slips, documents evidencing the balance, term and interest rates for every amount of money and assets in which Respondent has any interest, whether separately or jointly, invested by or for the Respondent in cash management funds, certificates of deposit, money market funds, treasury bills, bonds, debentures or other type investment and acquisition paying or promising to pay a return on Respondent's monies invested during the current year and for the three calendar years prior to the current year.
7. All certificates of stock or brokerage house statements evidencing all ownership and every purchase, sale, assignment or transfer of stocks, bonds, debentures and/or other securities (whether in privately held or publicly traded companies or institutions) owned by Respondent or in which Respondent has a beneficial interest.
8. All documents and records showing all business holdings, partnerships (general, limited or otherwise), sole proprietorships, trusts, corporations, joint ventures and any other business organizations of every kind in which Respondent (including spouse) is a partner or has an interest and assumed name certificates under which Respondent has done or is doing business.
9. All policies of insurance active and terminated in the current year and two calendar years prior to the current year whether life, health, auto, disability, homeowners, personally or otherwise, of which Respondent is the owner, beneficiary, insured, heir to the proceeds, beneficiary of existing or identified trust funded by insurance proceeds.
10. All deeds, deeds of trust, land installment contracts, contracts for deeds, syndications, real estate investment trusts, partnership agreements, easements, rights of way, leases, rental agreements, documents involving mineral interests, mortgages, notes and closing statements relating to all real property in which any Respondent (including spouse) has or in which Respondent (including spouse) had an interest during the last three years.
11. All certificates of title, firearms, deer stands, all-terrain vehicles, boats, trailers, and motors, documentation regarding hunting or fishing leases or rights or the rights to time share units or the use of property, tickets to events, like ballet or sporting events, proof of spa or club memberships, current licenses, receipts, bills of sale and loan documents for

all motor vehicles and farm equipment, including automobiles, trucks, motorcycles, recreational vehicles, boats, trailers, airplanes and other motorized vehicles and equipment owned by Respondent (including spouse) or in which Respondent (including spouse) has and had any interest in the last three years.

12. For every trust of which a defendant is a trustee, joint trustee, beneficiary, settlor or trustor which conveyed, transferred, assigned, created any options to purchase, or disposed of any interest in real property or personal property in any manner during the last three years, furnish documents evidencing the manner of disposition and the consideration received or to be received. Furnish all documents showing all evaluations of Respondent's interest, share of principal and income and documents showing the principal and income allocated to Respondent whether or not distributed during the last three years.
13. All documents and records of all safe deposit boxes maintained by Respondent (including spouse) or to which Respondent (including spouse) has had access, or has a claim, right or interest in, including all lists of all contents therein in the last three years. Identify the location of all the safe deposit boxes and deliver the keys to the Receiver.
14. All documents constituting and describing each Respondent's accounts receivable, whether or not collected. Deliver all documents identifying the accounts receivables of all businesses which Respondent owns and in which Respondent had an interest in the last three years, and a copy of all collected, offset, credited, uncollected, discounted, assigned, pledged and exchanged accounts receivables.
15. All copies of every appraisal of real estate or personal property in which Respondent or Respondent's spouse had an interest within the past three years
16. Every inventory or list of real or personal property, application for credit been made by Respondent or spouse, within three years, including all estimates of value placed on each item.
17. Deliver all mail, unopened, as it is received.
18. All documents, notes, bills, statements and invoices evidencing all current indebtedness payable by Respondent or paid off by respondent, and all assignments of promissory notes made by Respondent.
19. All lease agreements for personal property and real property executed by Respondent within the last three years, whether as lessee, lessor, sublessee, sublessor, assignee or assignor, including any mineral interest leases.
20. Deliver records of all travelers' checks, cashier's checks, money orders, drafts and draws that were received, cashed or purchased within three years.

21. Deliver the names, addresses and telephone numbers of all organizations and persons within Respondent's knowledge who has or may have knowledge of the status of property in which Respondent has and had an interest, whether being community or separate property, the Respondent's liabilities and the location and value of Respondent's assets. This includes banks, savings and loan associations, mortgagees, merchants, credit providers, brokers, credit unions, financial institutions, security dealers, people and organizations dealing with mineral interests who have received information from Respondent regarding or including information about Respondent's assets and interests, income, and liabilities.
22. All records that would indicate the cost basis of Respondent's assets.
23. Copies of the current inventory and all past inventories, accounts receivable of all ongoing businesses which Respondent owns and had an interest and copies of all collected, offset, credited, uncollected discounted, assigned, pledged and exchanged accounts receivable of all businesses owned by Respondent and in which Respondent has and had an interest in the last three years.
24. All contracts in which Respondent is a party or has or had a beneficial interest, including all earnest money contracts, construction contracts, rental or lease contracts and sales agreements in which Respondent is due a commission or other remuneration for the last three years. If Respondent is presently under the terms of any written employment contract or agreement or is due any remuneration under any past contract or agreement, furnish a copy of the contract or agreement.
25. All minute books, ledgers, corporate records and resolutions pertaining to Respondent or pertaining to any corporation or business in which Respondent has an interest.
26. All documents by which every gift, bailment, loan, gratuitous holding, assignment, sale, hypothecation, discounted transfer, transfer into lock box payment and transfer of Respondent's property during the last three years, any property of any nature.
27. All records of every kind and character showing all personal property in which Respondent has and had an interest in the State of Texas, the United States of America or any other place.
28. All the articles of incorporation, minute books, partnership agreements and assumed name records of all companies, partnerships, corporations and proprietorships that have owners, employees, officers, directors, shareholders and partners which are or were also owners or employees of Respondent.
29. All employment records or pay records to indicate every business for which Respondent was employed, provided services, was an independent contractor, general contractor, superintendent, agent or subcontractor during the last three years.

30. All checks, cash, securities (stocks and bonds), promissory notes, deeds, deeds of trust, documents of title, contracts, accounts receivable, escrow agreements, retainage agreements, records and all documents that identify all property in which Respondent has an interest and that which is collateral or security for any obligation or contingent obligation of Respondent, along with all documents indicating any interest of the Respondent in rental agreements, royalty agreements, licenses, bailment agreements, filings pursuant to the Uniform Commercial Code security agreements, assignments, all filed or recorded liens, lis pendens, lawsuits, recorded mechanics and materialmen's lien affidavits, judgments, abstracts, partnership agreements, employment agreements, as well as all documents indicating each defendant's present and prospective heirship, beneficial interest in trusts, beneficial interest in insurance policies and insurance coverage and right to any insurance policies cash surrender value or ownership in which respondent or respondent's spouse has any interest.
31. A copy of the witness' driver's license, social security card, and other items used to identify the witness, such as an identification card issued by the Texas Department of Public Service or Department of Public Safety.
32. A listing of all air miles and rewards programs, with the last three months' statements.