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UNION BANK OF CALIFORNIA, N.A.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF STANISLAUS

UNION BANK OF CALIFORNIA, N.A. , )  
Plaintiff, )  
vs. )  
NINA BURKE; DOES 1 through 20, )  
inclusive, JUNIOR LIENORS 21-40, )  
inclusive, )  
Defendants. )  
\_\_\_\_\_ )

Case No.:627126

UNLIMITED CIVIL CASE

**ORDER GRANTING PLAINTIFF'S EX  
PARTE APPLICATION FOR  
APPOINTMENT OF A RECEIVER**

The Court, after considering the ex parte application for appointment of receiver submitted by plaintiff Union Bank of California, N.A. ("Bank"), and good cause appearing:

1. IT IS ORDERED THAT Larry J. Taylor (the "Receiver") shall be appointed receiver of all the real property described in Exhibit A attached hereto together with all structures, fixtures, appurtenances and related personal property (collectively, "Property").

2. IT IS FURTHER ORDERED THAT, upon the Bank's filing of an undertaking under CCP §566(b) in the amount of \$\_\_\_\_\_ and the Receiver's filing of an undertaking in the amount of \$\_\_\_\_\_ under CCP §567, and taking his oath, the Receiver shall have the following powers and responsibilities:

(a) That after so qualifying, said Receiver shall take possession of the Property and collect all rents, profits, receivables and proceeds arising from or constituting the Property, whether

1 presently due or to become due in the future. Without limiting the generality of the foregoing, the  
2 Receiver is authorized to enter into the Property with or without the permission of Nina Burke  
3 (“Debtor”) and/or his agents to take possession and control of all books, records, and accountings  
4 relating to the Property.

5 (b) That the Receiver shall care for, preserve and maintain the Property and incur  
6 the expenses necessary in such care, preservation and maintenance and monies coming into the  
7 possession of the said Receiver pursuant hereto and not expended for any of the purposes herein  
8 authorized shall be held by said Receiver, subject to such orders as this Court may hereinafter issue as  
9 to its disposition.

10 (c) That the Receiver is hereby authorized to employ servants, agents, employees,  
11 clerks and accountants; to purchase materials, supplies, and services and to pay therefor at ordinary and  
12 usual rates and prices out of funds that shall come into his possession as such Receiver; to bring suit  
13 in his own name without further leave of court as the Receiver deems necessary to protect, preserve,  
14 and maintain the rights, privileges and property of the receivership estate; to compromise debts and to  
15 do all things and to incur the risks and obligations ordinarily incurred by owners, managers, and  
16 operators of similar properties and enterprises and that no such risk or obligation so incurred shall be  
17 the personal risk or obligation of said Receiver but shall be a risk or obligation of the receivership  
18 estate.

19 (d) Debtor shall notify the Receiver on his taking possession of the Property whether  
20 or not there is sufficient insurance coverage thereon. If sufficient insurance coverage does exist,  
21 Debtors shall be responsible and is hereby ordered to make certain that the Receiver is named as an  
22 additional insured on such policy for the period that the receivership estate shall be in possession of the  
23 Property. If sufficient insurance coverage does not exist, it is hereby ordered that the Receiver shall  
24 have fifteen (15) working days to procure said insurance on the Property, provided he has funds  
25 available to do so, and during such period, said Receiver shall not be personally responsible for claims  
26 arising from or for the procurement of insurance.

27 (e) The Receiver is authorized to borrow funds on the basis of receivership  
28 certificates to be issued by the Receiver. If necessary or appropriate, the Receiver may pledge,

1 mortgage and hypothecate assets of the receivership estate to secure the repayment of such borrowing.

2 3. IT IS FURTHER ORDERED THAT, Debtor, as well as all persons claiming possession  
3 or other rights by, through, or under Debtor must, on request and exhibition of a conformed copy of this  
4 order, immediately deliver possession of any properties described herein to the Receiver, along with  
5 all accounting, maintenance, rent, deposit accounts, safe deposit box contents, checks, drafts, any other  
6 negotiable instruments or deposits, and related books and records concerning or relating to the Property.  
7 The Debtor shall have full access to all of the foregoing items and the Receiver shall not transfer or  
8 dispose of any of the foregoing items without further order of this Court.

9 4. IT IS FURTHER ORDERED THAT, all persons or entities owing any money to Debtor  
10 in respect of the Property shall pay the same directly to the Receiver, and shall attorn to the Receiver.

11 5. IT IS FURTHER ORDERED THAT, upon presentation of a conformed copy of this  
12 order to any third party owing performance of any obligation or duty to Debtor with respect to the  
13 Property, such third parties shall render any performance or duties with respect to the Property directly  
14 to the Receiver.

15 6. IT IS FURTHER ORDERED THAT, the Receiver shall be authorized to prepare  
16 periodic interim statements reflecting the Receiver's fees and administrative costs and expenses incurred  
17 for said period in the operation and administration of the receivership estate herein. Upon completion  
18 of an interim statement, and mailing said statement to the parties' respective attorneys of record or any  
19 other designated person or agent, the Receiver may pay from receivership estate funds, if any, the  
20 amount of said statement. Despite the periodic payment of Receiver's fees and administrative expenses,  
21 said fees and expenses shall be submitted to the Court, for its approval and confirmation, in the form  
22 of either a noticed interim request for fees, stipulation among the parties, or Receiver's final account  
23 and report.

24 7. IT IS FURTHER ORDERED THAT, the Receiver shall, within thirty (30) days of his  
25 qualification hereunder, file in this action an inventory of all property of which he shall have taken  
26 possession pursuant hereto.

27 8. IT IS FURTHER ORDERED THAT, the Receiver shall hold all monies coming into  
28 his possession in an interest-bearing account to be expended for the following purposes and in the

1 following priorities:

- 2 (a) for the expenses of administering the receivership;
- 3 (b) for all expenses incurred by the Receiver in managing the Property;
- 4 (c) for interim Receiver's fees to be paid monthly and to be paid by the Receiver
- 5 from such funds as are in his possession, at the Receiver's normal and customary rate.
- 6 (d) the payment of any remaining funds to the Bank.

7 9. IT IS FURTHER ORDERED THAT, in addition to all of the powers hereinabove set  
8 forth, the Receiver is hereby vested with all of the general powers of receivers in cases of this kind,  
9 subject to the direction of this Court, and said Receiver shall, from time to time, or when directed by  
10 the Court, render to the Court reports of the proceedings and accountings with respect to all of the acts  
11 and things done by him and all monies received and expended by him or his agents.

12 10. IT IS FURTHER ORDERED THAT, Debtor, and its agents, servants, directors, officers,  
13 affiliates employees, attorneys, representatives, and all other persons and entities who are successors  
14 in interest to or who are acting in concert or participating with them, or any of them are hereby  
15 restrained and enjoined from engaging in or performing, directly or indirectly, any of the following acts:

- 16 (a) retaining possession of the Property;
- 17 (b) expending, disbursing, transferring, assigning, selling, conveying, devising,
- 18 pledging, mortgaging, creating a security interest in, encumbering, concealing or in any manner
- 19 whatsoever delaying in or disposing of the whole or any part of the Property, without the written
- 20 consent of the Receiver first being obtained;
- 21 (c) demanding, collecting, receiving, expending, disposing, assigning, secreting or
- 22 in any other way diverting, using or making unavailable to the Receiver the Property or any of the
- 23 issues and proceeds thereof;
- 24 (d) doing any act which will, or which will tend to, impair, defeat, divert, prevent
- 25 or prejudice the preservation of the Property or Receiver's interest therein, in whatever form the interest
- 26 is held or used as of this date, pending further proceedings in this action;
- 27 (e) destroying, concealing, transferring or failing to preserve any document or
- 28 computer record which evidences, reflects or pertains to the Property, or any part thereof;

1 (f) committing or permitting any waste of the Property or any part thereof, or  
2 suffering, committing or permitting any acts thereon in violation of law;

3 (g) removing, transferring, encumbering or otherwise disposing of the Property until  
4 further order of this Court; or

5 (h) interfering in any manner with the Property or Receiver's possession thereof.  
6 The prohibited interference includes, without limitation, communicating or contacting any contractees  
7 of the Receiver, exercising or attempting to exercise any control or management of functions in  
8 connection with the Property or otherwise engaging in acts inconsistent with the Receiver's sole  
9 authority to operate, manage and control the Property.

10 11. IT IS FURTHER ORDERED THAT, the Receiver and the parties to this action may,  
11 from time to time and upon due notice to the parties entitled thereto, petition this Court for instructions  
12 in pursuance of this order and further orders this Court may hereafter make.

13 12. IT IS FURTHER ORDERED THAT Debtor is directed and ordered to account to the  
14 Receiver for all monies representing revenues, issues and proceeds of the Property from and after  
15 January 1, 2008, up to and including the date of this order.

16 13. IT IS FURTHER ORDERED THAT Debtor shall surrender to the Receiver all monies  
17 accountable to the revenues, issues and proceeds of the Property, whether generated from the past or  
18 present, now in the possession, custody or control of Debtor, or its agents, servants or employees, and  
19 all records, books of account, ledgers, and all documents and papers pertaining to the operation,  
20 maintenance and proceeds of the Property, whether in the possession and control of Debtor or in the  
21 possession and control of agents, servants or employees of Debtors.

22 Defendants are further ordered to show cause, if any they have, on June \_\_\_, 2008, at \_\_\_\_\_.  
23 in Department 23 of this Court why the appointment of receiver should not be confirmed. Opposition,  
24 if any, shall be filed and served by facsimile or hand delivery on the Bank's counsel not later than June  
25 \_\_\_, 2008, and reply papers, if any, shall be filed and served by June \_\_\_, 2008.

26  
27 DATED:\_\_\_\_\_

28 JUDGE OF THE SUPERIOR COURT