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CENTRAL DISTRICT OF CALIFORNIA
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CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION
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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

FEDERAL TRADE COMMISSION,
Plaintiff,
v.
KEITH H. GILL, et al.,
Defendants.

CV-98-1436 LGB (Mcx)

ORDER TEMPORARILY FREEZING ASSETS
OF DEFENDANT MURKEY AND CRCA,
APPOINTING TEMPORARY RECEIVER
OVER CRCA, AUTHORIZING IMMEDIATE
ACCESS TO CRCA AND EXPEDITED
DISCOVERY, AND GRANTING OTHER
PROVISIONAL RELIEF

[UNDER SEAL]

Plaintiff Federal Trade Commission (FTC or Commission) has filed an ex parte application (Application) for an order to show cause why Richard Murkey (Murkey), Credit Restoration Corporation of America, Inc. (CRCA), and Keith Gill (Gill) should not be held in contempt of this Court's November 4, 1999 order granting Federal Trade Commission's motion for summary judgment (Final Order). The FTC's application includes a request for provisional relief pending resolution of the OSC, including an order temporarily freezing the assets of Murkey and CRCA, appointing a temporary receiver over CRCA, and allowing immediate access to CRCA's premises and expedited discovery.

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1 This Court, having considered the FTC's application, including the moving papers and
2 exhibits offered in support of the Application, hereby GRANTS the FTC's request for temporary
3 relief based on the findings set forth below and issues the following Order:

4 **FINDINGS**

5 1. There is good cause to believe that Richard Murkey, Keith Gill and CRCA
6 (Defendants) have violated the Final Order and are likely to continue to violate the Final Order, and
7 that the FTC is likely to prevail in its application for contempt sanctions against Defendants.

8 2. There is good cause to believe that immediate and irreparable damage to the Court's
9 ability to grant effective final relief for consumers in the form of monetary redress or restitution
10 will occur from the dissipation or concealment of assets or the disposition, destruction, alteration or
11 concealment of records by Murkey or CRCA if Defendants are provided with prior notice of the
12 FTC's application. The interest of justice therefore requires issuing this Order without prior notice
13 to Defendants of the FTC's Application, pursuant to Federal Rule of Civil Procedure 65(b) and
14 Local Rule 7.18.2.

15 3. Weighing the equities and considering the Commission's likelihood of success in its
16 Application for civil contempt sanctions, this Order is in the public interest.

17 4. No security is required of any agency of the United States for issuance of a
18 restraining order. Fed. R. Civ. P. 65(c).

19 **ORDER**

20 **I.**

21 **ASSET FREEZE**

22 **IT IS THEREFORE ORDERED** that Defendants Murkey and CRCA, and their agents,
23 servants, employees, and attorneys, and all persons or entities directly or indirectly under the
24 control of either of them, and all other persons or entities in active concert or participation with
25 either of them who receive actual notice of this Order by personal service or otherwise, and each
26 such person, are hereby temporarily restrained and enjoined from:

27 A. Transferring, converting, encumbering, selling, concealing, dissipating, disbursing,
28 assigning, spending, withdrawing, or otherwise disposing of any funds, property, accounts,

1 contracts, shares of stock or other assets (collectively "assets"), wherever located, that are
2 (a) owned or controlled by Defendant Murkey or Defendant CRCA, in whole or in part, or (b) in
3 the actual or constructive possession of Defendant Murkey or Defendant CRCA, or (c) owned,
4 controlled by, or in the actual or constructive possession of any corporation, partnership, or other
5 entity directly or indirectly owned, managed, or controlled by, or under common control with
6 Defendant Murkey or Defendant CRCA, including, but not limited to, any assets held for, on behalf
7 of, for the benefit of, or by Defendant Murkey or Defendant CRCA at any bank or savings and loan
8 institution or with any broker, dealer, escrow agent, title company, commodity trading company,
9 precious metal dealer, or other financial institution or depository of any kind; and

10 B. Opening or causing to be opened any safe deposit boxes titled in the name of
11 Defendant Murkey or Defendant CRCA, or their affiliates or subsidiaries, or subject to access by
12 Defendant Murkey or Defendant CRCA.

13 C. Provided that this Paragraph shall be construed to apply to assets that Defendant
14 Murkey acquires following entry of this Order only if such assets are derived from the sale or
15 provision of credit repair service, including any service substantially similar to Defendants' "10%
16 plan."

17 II.

18 FINANCIAL REPORTS

19 **IT IS FURTHER ORDERED** that

20 A. Defendant Murkey shall, within five (5) business days from entry of this Order,
21 complete and deliver to counsel for the Commission financial disclosure statements as follows:

22 1. Defendant Murkey shall, on behalf of himself, complete and deliver the
23 "Financial Statement of Individual Defendant" that is attached to this Order as Attachment 1;

24 2. Defendant Murkey shall, on behalf of any corporation of which he is the
25 majority owner, complete and deliver the "Financial Statement of Corporate Defendant" that is
26 attached to this Order as Attachment 2. Defendant Murkey shall complete and deliver a separate
27 form for each corporation in which he owns a majority interest.

28

1 B. CRCA shall complete and deliver the "Financial Statement of Corporate Defendant"
2 that is attached to this Order as Attachment 2; provided, however, that CRCA need not complete
3 and submit a separate form in the event Defendant Murkey completes and delivers said form
4 pursuant to Paragraph A.2 of this section, above.

5 **III.**

6 **PRESERVATION OF RECORDS**

7 **IT IS FURTHER ORDERED** that Defendants Murkey and CRCA, and their agents,
8 servants, employees, and attorneys, and all persons or entities directly or indirectly under the
9 control of either of them, and all other persons or entities in active concert or participation with
10 either of them who receive actual notice of this Order by personal service or otherwise, and each
11 such person, are hereby temporarily restrained and enjoined from destroying, erasing, mutilating,
12 concealing, altering, transferring or otherwise disposing of, in any manner, directly or indirectly,
13 any documents that relate to the business practices or business or personal finances of Defendant
14 Murkey, or the business practices or business finances of Defendant CRCA.

15 **IV.**

16 **RECORD KEEPING/BUSINESS OPERATIONS**

17 **IT IS FURTHER ORDERED** that Defendant Murkey is hereby temporarily restrained and
18 enjoined from:

19 A. Failing to make and keep, and to provide to Plaintiff's counsel promptly upon
20 request, an accurate accounting that, in reasonable detail, accurately, fairly, and completely reflects
21 his incomes, disbursements, transactions, and use of money, beginning immediately upon service or
22 actual notice of this Order; and

23 B. Creating, operating, or exercising any control over any business entity, including any
24 partnership, limited partnership, joint venture, sole proprietorship or corporation, without first
25 serving on counsel for the Commission a written statement disclosing: (1) the name of the business
26 entity; (2) the address and telephone number of the business entity; (3) the names of the business
27 entity's officers, directors, principals, managers and employees; and (4) a detailed description of the
28 business entity's intended activities.

V.

APPOINTMENT OF TEMPORARY RECEIVER

IT IS FURTHER ORDERED that _____ is appointed Temporary Receiver for Credit Restoration Corporation of America, Inc. (hereinafter referred to as the "Receivership Defendant"), with the full power of an equity receiver. The Temporary Receiver shall be the agent of this Court and solely the agent of this Court in acting as Receiver under this Order. The Temporary Receiver shall be accountable directly to this Court. The Temporary Receiver shall comply with all Local Rules of this Court governing receivers.

VI.

RECEIVERSHIP DUTIES

IT IS FURTHER ORDERED that the Temporary Receiver is directed and authorized to perform and accomplish the following:

A. Assume full control of the Receivership Defendant by removing, as the Receiver deems necessary or advisable, any manager, independent contractor, employee, or agent of the Receivership Defendant, including Defendant Murkey, from control of, management of, or participation in, the affairs of the Receivership Defendant;

B. Take exclusive custody, control and possession of all assets and documents of, or in the possession, custody, or under the control of, the Receivership Defendant, wherever situated. The Temporary Receiver shall have full power to divert mail and to sue for, collect, receive, take in possession, hold, and manage all assets and documents of the Receivership Defendant and other persons or entities whose interests are now held by or under the direction, possession, custody, or control of the Receivership Defendant. Provided, however, the Temporary Receiver shall not attempt to collect any amount from any client of the Receivership Defendant.

C. Take all steps necessary to secure all premises owned, rented, leased, or otherwise controlled by the Receivership Defendant, including but not limited to all such premises located at 21550 Oxnard Avenue, Woodland Hills, California. Such steps may include, but are not limited to, the following as the Temporary Receiver deems necessary or advisable: (1) serving and filing this Order; (2) completing a written inventory of all receivership assets; (3) obtaining pertinent

1 information from all employees and other agents of the Receivership Defendant, including, but not
2 limited to, the name, home address, social security number, job description, method of
3 compensation, and all accrued and unpaid commissions and compensation of each such employee
4 or agent; (4) video taping all portions of the location; (5) securing the location by changing the
5 locks and disconnecting any computer modems or other means of access to the computer or other
6 records maintained at that location; or (6) requiring any persons present on the premises at the time
7 this Order is served to leave the premises, to provide the Temporary Receiver with proof of
8 identification, or to demonstrate to the satisfaction of the Temporary Receiver that such persons are
9 not removing from the premises documents or assets of the Receivership Defendant;

10 D. Conserve, hold, and manage all receivership assets, and perform all acts necessary or
11 advisable to preserve the value of those assets, in order to prevent any irreparable loss, damage, or
12 injury to consumers or to creditors of the Receivership Defendant, including, but not limited to,
13 obtaining an accounting of the assets and preventing transfer, withdrawal, or misapplication of
14 assets;

15 E. Enter into contracts and purchase insurance as advisable or necessary;

16 F. Prevent the inequitable distribution of assets and to determine, adjust, and protect
17 the interests of consumers and creditors who have transacted business with the Receivership
18 Defendant;

19 G. Manage and administer the business of the Receivership Defendant until further
20 order of this Court by performing all incidental acts that the Temporary Receiver deems to be
21 advisable or necessary, which includes retaining, hiring, or dismissing any employees, independent
22 contractors, or agents;

23 H. Choose, engage, and employ attorneys, accountants, appraisers, and other
24 independent contractors and technical specialists, as the Temporary Receiver deems advisable or
25 necessary in the performance of duties and responsibilities under the authority granted by this
26 Order;

27 I. Make payments and disbursements from the receivership estate that are necessary or
28 advisable for carrying out the directions of, or exercising the authority granted by, this Order. The

1 Temporary Receiver shall apply to the Court for prior approval of any payment of any debt or
2 obligation incurred by the Receivership Defendant prior to the date of entry of this Order, except
3 payments that the Temporary Receiver deems necessary or advisable to secure assets of the
4 Receivership Defendant, such as rental payments;

5 J. Determine and implement the manner in which the Receivership Defendant will
6 comply with, and prevent violations of, this Order and all other applicable laws;

7 K. Institute, compromise, adjust, appear in, intervene in, or become party to such
8 actions or proceedings in state, federal or foreign courts that the Temporary Receiver deems
9 necessary and advisable to preserve or recover the assets of the Receivership Defendant or that the
10 Temporary Receiver deems necessary and advisable to carry out the Temporary Receiver's mandate
11 under this Order;

12 L. Defend, compromise, adjust, or otherwise dispose of any or all actions or
13 proceedings instituted in the past or in the future against the Temporary Receiver in his role as
14 Temporary Receiver, or against the Receivership Defendant that the Temporary Receiver deems
15 necessary and advisable to preserve the assets of the Receivership Defendant or that the Temporary
16 Receiver deems necessary and advisable to carry out the Temporary Receiver's mandate under this
17 Order;

18 M. Issue subpoenas to obtain documents and records pertaining to the receivership, and
19 conduct discovery in this action on behalf of the receivership estate;

20 N. Open one or more bank accounts in Los Angeles County as designated depositories
21 for funds of the Receivership Defendant. The Temporary Receiver shall deposit all funds of the
22 Receivership Defendant in such a designated account and shall make all payments and
23 disbursements from the receivership estate from such an account; and

24 O. Maintain accurate records of all receipts and expenditures that s/he makes as
25 Temporary Receiver.

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VII.

COOPERATION WITH THE TEMPORARY RECEIVER

IT IS FURTHER ORDERED that Defendants Murkey and CRCA, and their agents, servants, employees, and attorneys, and all persons or entities directly or indirectly under the control of either of them, and all other persons or entities in active concert or participation with either of them who receive actual notice of this Order by personal service or otherwise, and each such person, shall fully cooperate with and assist the Temporary Receiver. Such cooperation and assistance shall include, but not be limited to, providing any information to the Temporary Receiver that the Temporary Receiver deems necessary to exercising the authority and discharging the responsibilities of the Temporary Receiver under this Order; providing any password required to access any computer or electronic files in any medium; or advising all persons who owe money to the Receivership Defendant (other than clients) that all debts should be paid directly to the Temporary Receiver. Defendants are hereby restrained and enjoined from directly or indirectly:

A. Transacting any of the business of the Receivership Defendant, or transacting business under the name Credit Restoration Corporation of America, Inc., or CRCA, or any substantially similar name;

B. Destroying, secreting, defacing, transferring, or otherwise altering or disposing of any documents of the Receivership Defendant, including, but not limited to, books, records, accounts, or any other papers of any kind or nature;

C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, the Receivership Defendant, or the Temporary Receiver;

D. Excusing debts owed to the Receivership Defendant;

E. Failing to notify the Temporary Receiver of any asset, including accounts, of a Receivership Defendant held in any name other than the name of the Receivership Defendant, or by any person or entity other than the Receivership Defendant, or failing to provide any assistance or

1 information requested by the Temporary Receiver in connection with obtaining possession,
2 custody, or control of such assets; or

3 F. Doing any act or refraining from any act whatsoever to interfere with the Temporary
4 Receiver's taking custody, control, possession, or managing of the assets or documents subject to
5 this receivership; or to harass or interfere with the Temporary Receiver in any way; or to interfere
6 in any manner with the exclusive jurisdiction of this Court over the assets or documents of the
7 Receivership Defendant; or to refuse to cooperate with the Temporary Receiver or the Temporary
8 Receiver's duly authorized agents in the exercise of their duties or authority under any Order of this
9 Court.

10 VIII.

11 DELIVERY OF RECEIVERSHIP PROPERTY

12 **IT IS FURTHER ORDERED** that:

13 A. Immediately upon service of this Order upon them, or within a period permitted by
14 the Temporary Receiver, Defendant Murkey or any other person or entity shall transfer or deliver
15 possession, custody, and control of the following to the Temporary Receiver:

16 1. All assets of the Receivership Defendant;

17 2. All documents of the Receivership Defendant, including, but not limited to,
18 books and records of accounts, all financial and accounting records, balance sheets, income
19 statements, bank records (including monthly statements, canceled checks, records of wire transfers,
20 and check registers), client lists, title documents and other papers;

21 3. All assets belonging to members of the public now held by the Receivership
22 Defendant; and

23 4. All keys and codes necessary to gain or to secure access to any assets or
24 documents of the Receivership Defendant, including, but not limited to, access to their business
25 premises, means of communication, accounts, computer systems, or other property.

26 B. In the event any person or entity fails to deliver or transfer any asset or otherwise
27 fails to comply with any provision of this Paragraph, the Temporary Receiver may file, on an ex
28 parte basis, an Affidavit of Non-Compliance regarding the failure. Upon filing of the affidavit, the

1 Court may authorize, without additional process or demand, Writs of Possession or Sequestration
2 or other equitable writs requested by the Temporary Receiver. The writs shall authorize and direct
3 the United States Marshal or any sheriff or deputy sheriff of any county (pursuant to Fed. R. Civ. P.
4 4(c)(1) and Local Rule 4.1) to seize the asset, document, or other thing and to deliver it to the
5 Temporary Receiver.

6 **IX.**

7 **BANKRUPTCY PETITIONS**

8 **IT IS FURTHER ORDERED** that, in light of the appointment of the Temporary Receiver,
9 Defendant Murkey is hereby prohibited from filing, or causing to be filed, on behalf of either
10 himself or of CRCA, a petition for relief under the United States Bankruptcy Code, 11 U.S.C.
11 § 101 et seq., without prior permission from this Court.

12 **X.**

13 **TRANSFER OF FUNDS TO THE TEMPORARY RECEIVER**

14 **IT IS FURTHER ORDERED** that, upon service of a copy of this Order, all banks, broker-
15 dealers, savings and loans, escrow agents, title companies, commodity trading companies, or other
16 financial institutions shall cooperate with all reasonable requests of the Temporary Receiver
17 relating to implementation of this Order, including transferring funds at his direction and producing
18 records related to the assets of the Receivership Defendant.

19 **XI.**

20 **STAY OF ACTIONS**

21 **IT IS FURTHER ORDERED** that:

22 A. Except by leave of this Court, during pendency of the receivership ordered herein,
23 all persons and entities are hereby stayed from taking any action to establish or enforce any claim,
24 right, or interest for, against, on behalf of, in, or in the name of, the Receivership Defendant, any of
25 its subsidiaries, affiliates, partnerships, assets, documents or the Temporary Receiver of the
26 Temporary Receiver'd duly authorized agents acting in their capacities as such, including, but not
27 limited to, the following actions:
28

1 1. Commencing, prosecuting, continuing, entering, or enforcing any suit or
2 proceeding, except that such actions may be filed to toll any applicable statute of
3 limitations;

4 2. Accelerating the due date of any obligation or claimed obligation; filing or
5 enforcing any lien; taking or attempting to take possession, custody, or control of any asset;
6 attempting to foreclose, forfeit, alter, or terminate any interest in any asset, whether such
7 acts are part of a judicial proceeding, are acts of self-help, or otherwise;

8 3. Executing, issuing, serving, or causing the execution, issuance or service of,
9 any legal process, including, but not limited to, attachments, garnishments, subpoenas, writs
10 of replevin, writs of execution, or any other form of process whether specified in this Order
11 or not; or

12 4. Doing any act or thing whatsoever to interfere with the Temporary Receiver
13 taking custody, control, possession, or management of the assets or documents subject to
14 this receivership, or to harass or interfere with the Temporary Receiver in any way, or to
15 interfere in any manner with the exclusive jurisdiction of this Court over the assets or
16 documents of the Receivership Defendant.

17 B. This paragraph does not stay:

18 1. The commencement or continuation of a criminal action or proceeding;

19 2. The commencement or continuation of an action or proceeding by a
20 governmental unit to enforce such governmental unit's police or regulatory power;

21 3. The enforcement of a judgment, other than a money judgment, obtained in an
22 action or proceeding by a governmental unit to enforce such governmental unit's police or
23 regulatory power;

24 4. The commencement of any action by the Secretary of the United States
25 Department of Housing and Urban Development to foreclose a mortgage or deed of trust in
26 any case in which the mortgage or deed of trust held by the Secretary is insured or was
27 formerly insured under the National Housing Act and covers property, or combinations of
28 property, consisting of five or more living units; or

1 5. The issuance to a Receivership Defendant of a notice of tax deficiency.

2 C. Except as otherwise provided in this Order, all persons and entities in need of
3 documentation from the Temporary Receiver shall in all instances first attempt to secure such
4 information by submitting a formal written request to the Temporary Receiver, and, if such request
5 has not been responded to within thirty (30) days of receipt by the Temporary Receiver, any such
6 person or entity may thereafter seek an Order of this Court with regard to the relief requested.

7 **XII.**

8 **COMPENSATION OF TEMPORARY RECEIVER**

9 **IT IS FURTHER ORDERED** that the Temporary Receiver and all personnel hired by the
10 Temporary Receiver as herein authorized, including counsel to the Temporary Receiver and
11 accountants, are entitled to reasonable compensation for the performance of duties pursuant to this
12 Order and for the cost of actual out-of-pocket expenses incurred by them, from the assets now held
13 by or in the possession or control of or which may be received by the Receivership Defendant. The
14 Temporary Receiver shall file with the Court and serve on the parties periodic requests for the
15 payment of such reasonable compensation, with the first such request filed no more than sixty days
16 after the date of this Order. The Temporary Receiver shall not increase the hourly rates used as the
17 bases for such fee applications without prior approval of the Court.

18 **XIII.**

19 **RECEIVER'S BOND**

20 **IT IS FURTHER ORDERED** that the Temporary Receiver shall file with the Clerk of this
21 Court a bond in the sum of _____, with sureties to be approved by the Court,
22 conditioned that the Temporary Receiver will well and truly perform the duties of the office and
23 abide by and perform all acts the Court directs.

24 **XIV.**

25 **RETENTION OF ASSETS AND RECORDS**

26 **IT IS FURTHER ORDERED** that, pending the Court's determination of whether to find
27 Defendants in civil contempt, any bank, savings and loan institution, credit union, financial
28 institution, brokerage house, escrow agent, money market or mutual fund, title company,

1 commodity trading company, common carrier, storage company, trustee, commercial mail
2 receiving agency, mail holding or forwarding company, or any other person, partnership,
3 corporation, legal entity or business entity that holds, controls or maintains custody of any account
4 or asset of Defendant Murkey or Defendant CRCA, or has held, controlled or maintained custody
5 of any such account or asset at any time since November 4, 1999, including without limitation
6 Bank of America, shall:

7 A. Prohibit anyone from withdrawing, removing, assigning, transferring, pledging,
8 encumbering, disbursing, dissipating, converting, selling, or otherwise disposing of any such
9 account or asset except:

- 10 1. as directed by further order of the Court;
- 11 2. for specific transfers authorized in writing by counsel for the Commission; or
- 12 3. as directed by the Temporary Receiver (regarding assets held in the name or
13 for the benefit of the Receivership Defendant);

14 B. Deny anyone access to any safe deposit box that is:

- 15 1. titled in the name of Defendant Murkey or Defendant CRCA, either
16 individually or jointly; or
- 17 2. otherwise subject to access by Defendant Murkey or Defendant CRCA;

18 C. Provide counsel for the Commission and the Temporary Receiver within five (5)
19 business days of receiving a copy of this Order, a sworn statement setting forth:

- 20 1. the identification number of each such account or asset titled in the name of
21 Defendant Murkey or Defendant CRCA, or held on behalf of, or for the
22 benefit of, Defendant Murkey or Defendant CRCA;
- 23 2. the balance of each such account, or a description of the nature and value of
24 such asset as of the time this Order is served, and, if the account or other
25 asset has been closed or removed, the date closed or removed, the total funds
26 removed in order to close the account, and the name of the person or entity
27 to whom such account or other asset was remitted; and
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1 3. the identification of any safe deposit box that is titled in the name of
2 Defendant Murkey or Defendant CRCA, or otherwise subject to access by
3 Defendant Murkey or Defendant CRCA;

4 D. Upon the request by the Temporary Receiver or the Commission, promptly provide
5 the Temporary Receiver and the Commission with copies of all records or other documentation
6 pertaining to such account or asset, including but not limited to originals or copies of account
7 applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and
8 from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099
9 forms, and safe deposit box logs; and

10 E. Cooperate with all reasonable requests of the Temporary Receiver relating to
11 implementation of this Order, including transferring funds at the Receiver's direction and producing
12 records related to the accounts of Defendant Murkey or Defendant CRCA.

13 **XV.**

14 **SERVICE OF ORDER ON DEFENDANTS**

15 **IT IS FURTHER ORDERED** that copies of this Order may be served on Murkey, Gill or
16 CRCA by any person not a party to this action, including without limitation Plaintiff's employees,
17 agents or representatives, a professional process server, or a deputy U.S. Marshal. The Order may
18 be served upon CRCA by the Receiver or his or her agents. In order to keep the peace and maintain
19 the security of the Receiver's representatives, law enforcement personnel, including local police or
20 the United States Marshals Service, may accompany the Receiver and his or her agents as the Order
21 is served on CRCA and the Receiver takes control of the Receivership Defendant's premises.

22 **XVI.**

23 **MEANS OF SERVICE OF ORDER**

24 **IT IS FURTHER ORDERED** that copies of this Order may be served by any means,
25 including facsimile transmission, upon any financial institution or other entity or person that may
26 have possession, custody, or control of any documents or assets of Defendant Murkey or Defendant
27 CRCA, or that may be subject to any provision of this Order.

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XVII.

ACCESS TO DEFENDANT'S BUSINESS PREMISES

IT IS FURTHER ORDERED that the Temporary Receiver shall allow the Commission's representatives, the representatives of Defendant Murkey or Defendant CRCA, and Defendant Murkey himself reasonable access to the business premises of the Receivership Defendant. The purpose of this access shall be to inspect and copy any and all books, records, accounts, and other property owned by or in the possession of the Receivership Defendant. The Temporary Receiver shall have the discretion to determine the time and manner of this access.

XVIII.

EXPEDITED DISCOVERY

IT IS FURTHER ORDERED that the Commission and the Temporary Receiver are granted leave, at any time after service of this Order, to take the deposition of any person or entity May 10, 2001 for the purpose of discovering the nature, location, status, and extent of assets of Defendant Murkey or Defendant CRCA, and the location of documents reflecting the business transactions of Defendant Murkey or Defendant CRCA, and to demand the production of documents from any person or entity relating to the nature, status, and extent of Defendant Murkey's or Defendant CRCA's assets and the location of documents reflecting the business transactions of Defendant Murkey or Defendant CRCA; forty-eight (48) hours notice shall be deemed sufficient for any such deposition and five (5) days notice shall be deemed sufficient for the production of any such documents. Expedited discovery for any other purpose shall not be allowed except by order of the Court for good cause shown.

XIX.

CONSUMER CREDIT REPORTS

IT IS FURTHER ORDERED that pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), any consumer reporting agency served with this Order shall promptly furnish consumer reports as requested concerning Defendant Murkey to the Commission.

1 XX.

2 DURATION OF TEMPORARY RELIEF

3 IT IS FURTHER ORDERED that the temporary relief granted herein shall expire on
4 June 19, 2001, ~~upon the conclusion of the hearing on the OSC,~~ unless within
5 such time the temporary relief is extended for good cause shown or with the consent of the parties. LGB
6 Should the Court determine ~~after the hearing on the OSC~~ that more then ten days will be required
7 to rule on whether to find the defendants in contempt, the Court shall determine, based on the
8 applicable standard for issuance of a preliminary injunction, whether the asset freeze, temporary
9 receivership and other provisional relief granted herein shall be extended indefinitely until such
10 time as the Court rules or Plaintiff's motion is otherwise resolved.


11 SO ORDERED, this 5th day of June, 2001, at

12 10:30 ~~a.m.~~ p.m.

13 LOURDES G. BAIRD

14 United States District Judge

15 Presented By:

16 
17 JOHN D. JACOBS
18 Federal Trade Commission
19 10877 Wilshire Boulevard, Suite 700
Los Angeles, California 90024
(310) 824-4343 (ph.)
(310) 824-4380 (fax)

20 Attorney for Plaintiff
21 FEDERAL TRADE COMMISSION
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