

1 GARDNER + ASSOCIATES
2 Jennifer B. Gardner (SBN 128026)
3 11835 W. Olympic Blvd., Suite 600E
4 Los Angeles, CA 90028
5 Telephone: (310) 694-9855
6 Facsimile: (310) 694-9858
7 Email: jgardner@gardnerassociates.com
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9 Attorneys for Plaintiff, KAREN HOLTON

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – POMONA COURTHOUSE SOUTH

KAREN HOLTON, an individual, et al.,

Case No.: 24PSCV00381

Plaintiff.

**[PROPOSED] ORDER GRANTING
PLAINTIFF KAREN HOLTON'S
MOTION FOR THEAPPOINTMENT OF
A RECEIVER**

VAMPYRE COSMETICS, LLC, an 1, et al.,

Defendant.

Hearing Date: April 15, 2024
Time: 10:00 a.m.
Dept.: O
Judge: Hon. Christian R. Gullon
Reservation ID: 626903781162

IT IS ORDERED that:

1. Kevin Singer is appointed Superior Court Receiver (the "Receiver") over Vampyre Cosmetics, LLC, including all of its assets and subsidiaries (collectively, "Vampyre").
2. Before entering on his duties as receiver, the Receiver will take an oath to perform the duties of receiver faithfully, and he will execute an undertaking per Code of Civil Procedure section 567(b), or secure a bond, in the amount of \$10,000 to the State of California for the faithful performance of those duties subject to the orders of this Court. The oath and undertaking, or bond, shall be filed with the Clerk of the Court. The Parties shall advance to the Receiver \$10,000 prior

1 to his filing his bond. Said funds shall be used as a fee advance and paid according to section 8 of
2 this Order.

3 3. On the filing of the executed oath and undertaking, or bond, the Receiver shall take
4 possession of Vampyre and is instructed to manage, control, care for, preserve, maintain, and incur
5 the expenses necessary for the management, control, care for, preservation, and maintenance of
6 Vampyre, and, specifically, to operate Vampyre, to satisfy creditors, and to otherwise employ labor
7 as may be necessary, purchase supplies, and incur the risks and obligations ordinarily incurred by
8 owners and managers of similar companies. The Receiver shall have complete discretion which
9 liabilities of Vampyre shall be paid and which shall not be paid.

10 4. The Receiver will interview the parties and at his discretion shall determine who
11 shall work for Vampyre and what they will be paid. The Receiver shall have the right to terminate
12 either of the parties (as well as any other employees of Vampyre) from working at Vampyre based
13 on not following his instructions, insubordination or theft. The Receiver shall control the cash
14 flow and maintain the bookkeeping for Vampyre.

15 5. The Receiver is further instructed to:

16 (a) Immediately acquire from the Parties, their agents, and officers, all security
17 passwords, books and records, books of account, ledgers, operating statements, budgets, all
18 banking records, real estate tax bills wherever located applicable to Vampyre, all contracts,
19 completed or in progress, all leases and/or agreements, and all documents, records and accounts
20 pertaining to Vampyre;

21 (b) At the Receiver's discretion, take control of the office, equipment,
22 inventory, supplies and general intangibles relating to Vampyre;

23 (c) Demand, collect and receive all income and proceeds relating to Vampyre
24 and account for all sums received under order of this Court, and generally perform such acts as
25 may be ordered by this court or sanctioned by law;

26 (d) Upon presentation of a conformed copy of this order to any third party
27 owing performance of any obligation or duty to Vampyre, and/or the parties with respect to the

1 Receivership Estate, such third parties shall render any performance or duties with respect to
2 Vampyre as directed by the Receiver. The Receiver is authorized to communicate, negotiate and
3 sign contracts on behalf of Vampyre or the Parties necessary to properly manage Vampyre in his
4 sole judgment.

5 (e) Bring and prosecute all proper actions for the collection of accounts
6 receivable and contract rights of Vampyre when due; and,

7 (f) Notify the United States Post Office or other mail depository of this order
8 and instruct it to divert all mail to the Receiver.

9 6. The Receiver will control all revenue, inventories and payable of Vampyre. The
10 Receiver shall retain all decision making authority over Vampyre.

11 7. Within thirty (30) days after qualification hereunder, to the extent feasible, the
12 Receiver shall file a detailed inventory of all property of the Receivership Estate as required by
13 California Rules of Court, Rule 3.1181. Receiver shall also file a supplemental inventory
14 thereof, if necessary.

15 8. The Court hereby approves hourly rates of \$350 for the services of Kevin Singer
16 as Receiver or Partners, \$295 for his Senior Project Managers, \$250 for Accountants, \$95 for
17 Bookkeepers and \$85 for Administrative Staff. In addition, the Receiver shall be reimbursed for
18 all expenses incurred by the Receiver in carrying out his duties hereunder. The Receiver, his
19 consultants, agents, employees, and professionals may be paid from the revenue of Vampyre. To
20 be paid on such basis, the Receiver must file a Receiver's Report containing his billing
21 statements. This Receiver's Report shall be filed monthly and served on all parties. Once the
22 Receiver's Report has been filed and served, the Receiver may pay his monthly invoice from
23 Vampyre's revenue or from any other funds within the Receivership Estate. Pursuant to
24 California Rules of Court Rule 3.1183, objections to each of the Receiver's statements of
25 account, if any, must be made within ten (10) days of notice of the statement and shall be made
26 on a line-item basis with a statement of the reason for such objection. Failure of a Party to object

1 within this 10-day period shall constitute a waiver of that party's objection(s) to the fees for that
2 period.

3 9. The Receiver shall manage Vampyre including, but not limited to, entering into
4 contracts, and collecting amounts due, and rejecting those contracts deemed burdensome to the
5 Receivership Estate, unless in the Receiver's business judgment a court order is necessary.

6 10. The Receiver shall not personally incur risk while operating Vampyre. All risk and
7 liability shall be for the Receivership Estate. No party, person or entity may sue the Receiver
8 (including his agents) without first obtaining leave from this Court. The Receiver and his agents
9 shall be provided with judicial immunity to the fullest extent of the law.

10 11. The Receiver shall have the power to execute any and all documents, to obtain
12 funds, open new bank accounts or other financial instruments or accounts as necessary, and act as
13 reasonably necessary to facilitate the operations of Vampyre and/or any or all assets of the
14 Receivership Estate. Any banking institution (the "Bank") that is presented with this Court Order
15 shall freeze the bank accounts belonging to Vampyre and transfer the funds to the Receivership
16 Estate upon written request from the Receiver. The Bank shall not be held liable for this transfer
17 of funds. All merchant account companies are authorized to redirect Vampyre's merchant
18 account(s) to pay into the Receiver's trust account as directed by the Receiver.

19 12. The Receiver shall retain, or apply and disburse the income collected as follows:

20 (a) All fees and expenses to preserve, protect and secure Vampyre shall be paid
21 in the fulfillment of Receiver's duties as hereinabove provided;

22 (b) The remainder of the funds shall be held by the Receiver pending a
23 stipulation amongst the parties or an order of the Court.

24 13. The Receiver shall determine, upon taking possession of Vampyre, whether in the
25 Receiver's judgment there is sufficient insurance coverage in place. With respect to any insurance
26 coverage, the Parties shall immediately request to their agent(s) that "Kevin Singer as Receiver"
27 be named as additional insured on the policies for the period that the Receiver shall be in
28 possession of the business and property. If sufficient insurance coverage does not exist, the

1 Receiver shall have the ability to put an entire business insurance package in place. However, if
2 the Receivership Estate has insufficient funds to purchase adequate insurance coverage for the
3 business and property, funds may be supplied by the parties, or the Receiver shall seek instructions
4 from the Court with regard to whether insurance shall be obtained and how it is to be paid.
5 Consistent with existing law, the Receiver shall not be responsible for claims or damages arising
6 from the lack of procurement or inability to obtain adequate insurance.

7 14. Notwithstanding any provision in this Order to the contrary, the Receiver does not
8 assume and is not obligated to assume and will not be obliged to pay, perform or otherwise
9 discharge any Employment-Related Liability (as defined below) of the Parties. The Parties will be
10 solely and exclusively liable with respect to any Employment-Related Liability. “Employment-
11 Related Liability” includes all of Parties’ liabilities to any former or current employee in any way
12 related to the employee’s employment with or separation from the Parties, including, but not
13 limited to, any claims: (a) for salary, wages, commissions, bonuses, benefits, vacation, or any other
14 form of compensation; (b) arising out of any acts or omissions of the Parties or any of its agents
15 or representatives with respect to any benefit plan, employee practices or employee programs,
16 including employee claims of discrimination, retaliation or other wrongful conduct or discharge
17 decisions; (c) severance liabilities; (d) obligations under employment contracts or any other related
18 agreements with employees; (e) any change of control amounts payable to any employees; (f) all
19 liabilities under the Worker Adjustment and Retraining Notification Act (WARN) 29 U.S.C. § 210
20 et seq., or similar state statute or regulation; and (g) any other statutory or common law claim.

22 IT IS FURTHER ORDERED THAT in the event that either no funds or insufficient funds
23 are available to pay the Receivership Estate’s expenses, including but not limited to the fees and
24 expenses of the Receiver, the Receiver shall be authorized to return to this Court via *ex parte*
25 application with a working capital budget to operate Vampyre. If either of the Parties do not
26 forward these funds to the Receiver within three (3) days, the Receiver is authorized to close down
27 the Business, secure the premises and file a final accounting with this Court.

28 IT IS FURTHER ORDERED THAT the Receiver and any of the parties may at any time,

1 apply to this Court for further or other instructions or orders and for further powers necessary to
2 enable the Receiver to perform the Receiver's duties properly on either an *ex parte* basis or via
3 noticed application or motion on shortened time.

4 **DUTIES OF THE PARTIES, ITS OFFICERS, AND AGENTS, ET AL.**

5 IT IS FURTHER ORDERED that the Parties, including without limitation their agents,
6 directors, officers, affiliates, employees, attorneys, assignees, lessees, representatives, and all other
7 persons and entities acting in concert with it, shall be and hereby are enjoined and restrained from
8 engaging in or performing directly, or indirectly, any of the following acts:

9 15. Expending, disbursing, transferring, assigning, selling, conveying, devising,
10 pledging, mortgaging, creating a security interest in, encumbering, concealing, or in any manner
11 whatsoever destroying or disposing of the whole or any part of the assets of the Receivership Estate
12 associated with Vampyre;

13 16. Demanding, collecting income, retaining any deposits, receiving, discounting, or in
14 any other way diverting or using any of the monies or accounts receivable associated with
15 Vampyre;

16 17. Doing any act which will, or which will tend to, impair, defeat, divert, prevent or
17 prejudice the preservation of the proceeds of Vampyre in whatever form the interest is held or used
18 from and after the date of this order;

19 20. Destroying, concealing, transferring or failing to preserve any document which
21 evidences or pertains to the disposition of Vampyre assets, or any part thereof; and,

22 23. 19. Directly or indirectly interfering in any manner with the discharge of the Receiver's
24 duties under this order or the Receiver's possession of and operation or management of Vampyre
25 or the Receivership Estate including and not limited to interfering with the business management
26 and operations in any manner that could be detrimental to Vampyre or that in any could have an
adverse effect on the value, management and operations of Vampyre;

27 IT IS FURTHER ORDERED that the Parties, including without limitation their agents,
28 directors, officers, affiliates, employees, attorneys, assignees, lessees, representatives, and all other

1 persons and entities acting in concert with it, upon request of the Receiver shall be and hereby are
2 ordered to immediately relinquish control of, and turn over possession of to the Receiver, Vampyre
3 and all assets of the Corporation above; and,

4 20. Shall turn over to the Receiver all security passwords, documents which pertain to
5 all licenses, permits and any state and federal government approvals relating to the Receivership
6 Estate, and shall immediately advise the Receiver of its federal taxpayer identification number
7 used in connection with the operation of Vampyre and;

8 **IT IS FURTHER ORDERED THAT,**

9 21. In the event that one of the Parties files for a bankruptcy and any Receivership
10 Estate property is a part of the bankruptcy, the moving party shall give notice of the bankruptcy
11 filing to the court, to all parties, and to the Receiver by the close of the next business day after the
12 day on which moving party receives notice of the bankruptcy filing.

13 22. If the Receiver is noticed that a bankruptcy has been filed and part of the bankruptcy
14 estate includes Receivership Estate property that is the subject of this order, the Receiver shall
15 have the following duties:

16 a. Turn over subject business or property if no relief from stay will be sought. The
17 Receiver shall immediately contact the party who obtained the appointment of the Receiver and
18 determine whether that party intends to move in the bankruptcy court for an order for (1) relief
19 from automatic stay, and (2) relief from the Receiver's obligation to turn over the subject property
20 (11 U.S.C. § 543). If the party has no intention to make such a motion, the Receiver shall
21 immediately turn over the subject property to the appropriate entity (either to the trustee in
22 bankruptcy if one has been appointed or, if not, to the debtor in possession), and otherwise comply
23 with 11 United States Code section 543; or,

24 b. Remain in possession pending resolution. The Receiver's authority during this
25 period to preserve the subject property shall be limited as follows:

26 i. Receiver may continue to collect Vampyre's income;
27 ii. Receiver may make only those disbursements and pay all bills necessary

to preserve and protect Vampyre;

iii. Receiver shall not execute any long-term contracts over 1 year without Court approval;

iv. Receiver shall do nothing that would affect a material change in the circumstances of Vampyre; or,

v. Receiver may retain bankruptcy counsel to assist the Receiver with issues arising out of the bankruptcy proceedings that affect the receivership and administration of the Estate.

IT IS SO ORDERED.

DATED: _____

Hon. Christian R. Gullon
JUDGE OF THE SUPERIOR COURT