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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

<p>Federal Trade Commission, all Fifty States, and the District of Columbia, Plaintiffs, vs. Cancer Fund of America, Inc., a Delaware corporation, et al., Defendants.</p>	<p>CASE NO. STIPULATED ORDER APPOINTING RECEIVER OVER THE BREAST CANCER SOCIETY, INC.</p>
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Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”) and the states of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the District of Columbia (“Plaintiff States”), and Defendant The Breast Cancer Society, Inc., also d/b/a The Breast Cancer Society of America (“BCS”), having stipulated to the entry of a separate and concurrently filed Stipulated Order for Permanent Injunction and Monetary Relief Against The Breast Cancer Society, Inc., further stipulate to entry of this Stipulated Order Appointing Receiver Over The Breast Cancer Society, Inc. (“Order”).

1 as Liquidating Receiver (“Receiver”) with all the rights and privileges of an equity
2 receiver over BCS for the purposes of taking charge of the property and assets (except the
3 GAIC Policies) of BCS, conducting the necessary steps to wind down its affairs,
4 transferring or liquidating its assets as specified below, and dissolving its corporate
5 existence. The Receiver shall be the agent of this Court, and solely the agent of this
6 Court, in acting as Receiver under this Order. The Receiver shall be accountable directly
7 to this Court.

8
9 **II. RECEIVER’S DUTIES AND AUTHORITIES**

10 IT IS FURTHER ORDERED that the Receiver shall be authorized and directed to
11 do any and all acts necessary to the proper and lawful conduct of this receivership,
12 subject to the control of this Court, including but not limited to:

13 A. Take any and all steps that the Receiver concludes are appropriate to wind
14 down the affairs of BCS, transfer or liquidate its assets as specified below, and dissolve
15 its corporate existence;

16 B. Exercise full control of BCS and collect, marshal, and take custody,
17 control, and possession of all the funds, property, premises, accounts, documents, mail,
18 and other assets of, or in the possession or under the control of, BCS (except the GAIC
19 Policies), wherever situated, the income and profits therefrom, and all sums of money
20 now or hereafter due or owing to BCS, with full power to collect, receive and take
21 possession of all goods, chattels, rights, credits, monies, rents, effects, lands, leases,
22 books and records, limited partnership records, work papers, and records of accounts,
23 including computer maintained information, contracts, financial records, monies on hand
24 in banks and other financial institutions, and other papers and documents of other
25 individuals, partnerships or corporations whose interests are now held by or under the
26 direction, possession, custody, or control of BCS;

27 C. Perform all acts necessary or advisable to complete an accounting of the
28 assets of BCS, prevent unauthorized transfer, withdrawal, or misapplication of the assets

1 of BCS, and preserve and pursue recovery of the assets of BCS from third parties (except
2 the GAIC Policies);

3 D. Make disbursements for operating expenses as required to operate the BCS
4 Hope Supply Warehouse program pursuant to Section IV.C, below, and as may be
5 appropriate to wind down the affairs of BCS, such as for undertaking repairs, and take
6 any other actions necessary to efficiently manage all real and personal property in order
7 to maintain its value;

8 E. Purchase insurance as advisable or necessary. The Receiver may keep in
9 force the existing insurance coverage(s), each of which shall name the Receiver as an
10 additional insured thereunder. The Receiver acknowledges and agrees that when this
11 Order is entered, the GAIC Policies are not part of this Order;

12 F. Enter into new or amended contracts, agreements, understandings, or other
13 commitments and terminate or abrogate, in the Receiver's sole sound business discretion,
14 any or all agreements, contracts, understandings, or commitments entered into by BCS, to
15 the extent permitted by applicable law. The Receiver shall not be bound by any
16 unsecured contracts, agreements, understandings, or other commitments in the nature of
17 service contracts that BCS has, had, or may have with third parties, whether oral or
18 written. The Receiver may agree to become bound by any such contracts, agreements,
19 understandings, or other commitments by affirmative written ratification executed by the
20 Receiver. ***Provided that*** the Receiver shall terminate any and all fundraising contracts
21 within 30 days of entry of this Order.

22 G. Make payments and disbursements from the assets of BCS that are
23 necessary or advisable for carrying out the provisions of, or exercising the authority
24 granted by, this Order. The Receiver shall apply to the Court for prior approval of any
25 payment of any debt or obligation incurred by BCS prior to the date of entry of this
26 Order, except payments that the Receiver deems necessary or advisable to operate the
27 BCS Hope Supply Warehouse program pursuant to Section IV.C, below, or to secure and
28 liquidate assets of BCS, such as rental payments or payment of liens;

1 H. Issue subpoenas to obtain documents and records pertaining to the assets of
2 BCS, and conduct discovery in this action on behalf of BCS;

3 I. Institute, prosecute, defend, compromise, intervene, adjust, appear in, and
4 become a party either in the Receiver's name or in the name of BCS to such suits,
5 actions, or proceedings in state, federal, or foreign courts as may be necessary for the
6 protection, maintenance, recoupment, or preservation of the assets of BCS, including
7 proceedings seeking the avoidance of fraudulent transfers, disgorgements of profits,
8 imposition of constructive trusts, and any other legal and equitable relief that the
9 Receiver deems necessary and appropriate to preserve and recover assets of BCS.

10 ***Provided that*** the Receiver may not pursue an action against any individual BCS director
11 under Ariz. Rev. Stat. Section 10-3833;

12 J. Bring such proceedings and actions as are necessary to enforce or modify
13 the provisions of this Order;

14 K. Perform all incidental acts that the Receiver deems to be advisable or
15 necessary to operate and otherwise manage the affairs of BCS during its winding down
16 phase, transfer or liquidate its assets, and dissolve its corporate existence, including,
17 without limitation, the following powers and responsibilities to:

18 1. Retain, hire, or dismiss any employees, independent contractors, and
19 agents as the Receiver deems advisable or necessary;

20 2. Supervise and oversee the management of BCS, including making
21 payments and paying taxes as and when the Receiver has funds available from BCS, or
22 from the liquidation thereof;

23 3. Employ such counsel, real estate agents, auctioneers, appraisers,
24 accountants, contractors, other professionals, and other such persons as may be necessary
25 in order to carry out the duties as Receiver and to preserve, maintain, recover, recoup,
26 and protect the assets of BCS;

27 4. Open new accounts with, or negotiate, compromise or otherwise
28 modify the existing obligations of BCS with third parties, including utility companies and

1 other service providers or suppliers of goods and services, and to otherwise enter into
2 such agreements, contracts, or understandings with such third parties as are necessary to
3 maintain, preserve, and protect the assets of BCS; and

4 5. Open new bank, brokerage or investment accounts with respect to
5 the Receiver's management and operation of BCS, and deposit any cash or other assets
6 into said accounts;

7 L. Dispose of, or arrange for the disposal of, the records of BCS no later than
8 six months after the Court's approval of the Receiver's final report, except that, to the
9 extent that any federal, state, or local law regulating BCS's activities requires the
10 retention of particular records for a specified period, the Receiver shall arrange for such
11 records to be disposed of after the specified period has expired. For any such records, the
12 Receiver may elect to retain records in their original form, or to retain photographic or
13 electronic copies. Records containing personal financial information, personal
14 identifying information, or sensitive health information must be shredded, incinerated, or
15 otherwise disposed of in a secure manner. Records containing the name, address, email
16 address and/or telephone number of any person who made a donation to BCS (i.e., any
17 donor list) may not be sold, rented, leased, transferred, or otherwise disclosed to any third
18 party except as provided for in Section IV.C.1.c, below, and must be destroyed; and

19 M. Pay to the STCO Fund any and all sums collected over and above those
20 necessary to wind down the affairs of BCS, transfer HSW Assets as specified in Section
21 IV, below, or otherwise liquidate its assets, and dissolve it, or those necessary to make
22 payments authorized by this Receivership Order.

23 **III. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

24 IT IS FURTHER ORDERED that BCS, its representatives, agents, officers,
25 directors, employees, managers, members, and any other persons with possession,
26 custody, or control of property of or records relating to BCS shall:

27 A. Upon notice of this Order by personal service or otherwise, immediately
28 notify the Receiver of all such property and records and, upon receiving a request from

1 the Receiver, immediately transfer or deliver to the Receiver possession, custody, and
2 control of the following:

3 1. All assets of BCS, including but not limited to any legal or equitable
4 interest in, right to, or claim to, any real, personal, or intellectual property, including
5 chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds,
6 contracts, mail or other deliveries, shares of stock, securities, inventory, checks, notes,
7 accounts, credits, receivables (as those terms are defined in the Uniform Commercial
8 Code), insurance policies (except the GAIC Policies), lines of credit, cash, trusts
9 (including asset protection trusts), lists of donor names, and reserve funds or any other
10 accounts associated with any donations or other payments processed by, or on behalf of,
11 BCS, including such reserve funds held by payment processors, credit card processors,
12 caging companies, banks, or other financial institutions;

13 2. All documents of BCS, including books and records of accounts, all
14 financial and accounting records, balance sheets, income statements, bank records
15 (including monthly statements, canceled checks, records of wire transfers, and check
16 registers), client lists, donor lists, title documents, and all other materials listed in Federal
17 Rule of Civil Procedure 34(a), including writings, drawings, graphs, charts, photographs,
18 audio and video recordings, computer records, digital records, and other data
19 compilations from which information can be obtained and translated, if necessary, into
20 reasonably usable form through detection devices;

21 3. All computers, electronic devices, machines, and data in whatever
22 form used to conduct the business of BCS;

23 4. All assets and documents belonging to other persons or entities
24 whose interests are under the direction, possession, custody, or control of BCS; and

25 5. All keys, codes, user names, and passwords necessary to gain or to
26 secure access to any assets or documents of BCS, including access to its business
27 premises, means of communication, accounts, computer systems, or other property.
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1 B. Waive all claims to, and unconditionally release and consent to transfer
2 possession and legal and equitable title, of all property of BCS to the Receiver or a trust
3 designated by the Receiver; and

4 C. Until BCS surrenders possession and legal and equitable title of all property
5 of BCS to the Receiver, BCS shall:

6 1. Maintain and take no action to diminish the value of BCS's property,
7 including any structures, fixtures, and appurtenances thereto;

8 2. Remain current on all amounts due and payable on the property of
9 BCS, including but not limited to taxes, insurance, maintenance, and similar fees; and

10 3. Cause existing insurance coverage for the property of BCS to remain
11 in force until the surrender of possession and legal and equitable title, and shall both
12 notify the insurance carrier(s) immediately of the appointment of the Receiver and
13 request that the Receiver be added to the insurance policy or policies as an additional
14 insured thereunder.

15 D. Notwithstanding any other term, condition, or provision of this Order, the
16 Receiver shall not have any legal or equitable rights to the GAIC Policies including, but
17 not limited to, the payment of \$389,500 being made by GAIC and into the STCO Fund
18 (the "GAIC Payment"). The Receiver expressly agrees that: (i) the GAIC Policies and
19 the GAIC Payment are not assets that are subject to this Order; and (ii) prior to this Order
20 becoming effective, BCS has agreed that the GAIC Policies are completely released, null
21 and void, and of no effect whatsoever.

22 **IV. TRANSFER OF HOPE SUPPLY WAREHOUSE ASSETS**

23 IT IS FURTHER ORDERED that the Receiver shall, if practicable, transfer BCS
24 assets related to its existing Hope Supply Warehouse program ("HSW Assets") and cash
25 disbursements in an amount not to exceed \$800,000 to a qualified charity or charities
26 approved by the Receiver and willing to operate a similar program, as follows:

1 A. Recommending Qualified Charities:

2 1. Any member of the BCS board of directors who held such position
3 as of the date of entry of this Order may recommend to the Receiver potential qualified
4 charities to receive HSW Assets and operate a Hope Supply Warehouse-type program or
5 programs in each location where BCS currently operates such a program.

6 2. To be qualified, a charity must:

7 a. Be incorporated as a nonprofit corporation;
8 b. Have been granted tax-exempt status pursuant to Section
9 501(c)(3) by the IRS or have filed a Form 1023 application for such status and obtained a
10 written fiscal sponsorship with another nonprofit corporation;

11 c. Be registered in each jurisdiction where such registration is
12 necessary;

13 d. Have timely filed a Form 990 or Form 990 EZ for the last
14 fiscal period when such a filing was due;

15 e. Have a mission related at least in part to serving the needs of
16 breast cancer patients;

17 f. Have adequate insurance;

18 g. Have a fiscally responsible budget and a plan for operating a
19 Hope Supply Warehouse-type program or programs for at least one (1) year in a location
20 or locations where BCS operates existing Hope Supply Warehouse programs;

21 h. Have reasonable safeguards in place to prevent violations of
22 state and federal law, specifically including laws prohibiting deceptive charitable
23 solicitations and those regarding private inurement in the governance of nonprofit
24 organizations. Any charity following practices recommended by the Better Business
25 Bureau's Wise Giving Alliance "Standards," the Evangelical Council for Financial
26 Accountability's "Standards for Responsible Stewardship," or the Independent Sector's
27 "Principles for Good" shall be deemed to have such reasonable safeguards in place; and
28

1 i. Agree to enter into a contract with the Receiver that includes
2 the requirements set forth in Section IV.F, below.

3 3. The Receiver shall verify the qualifications of each suggested charity
4 and may make any further inquiries reasonably necessary to assist in selecting a qualified
5 charity. Any charity wishing to be selected must cooperate with the Receiver during this
6 verification and selection process.

7 4. All recommendations of qualified charities must be made to the
8 Receiver within 120 days of entry of this Order.

9 B. Selecting a Qualified Charity

10 1. If the Receiver verifies that one or more charities have the necessary
11 qualifications, the Receiver shall use the following factors to select one or more qualified
12 charities (“Approved Qualified Charity” or “Approved Qualified Charities”):

- 13 a. Its mission;
14 b. Its fiscal soundness;
15 c. Its governance and financial controls;
16 d. Its history of compliance with federal, state, and local laws;
17 e. The background and expertise of its directors and staff;
18 f. The nature and scope of any existing operations; and
19 g. The nature and viability of its plans for long-term operation
20 of a Hope Supply Warehouse-type program, including, e.g., staffing, fundraising, and
21 budget.

22 2. The Receiver shall give preference to qualified charities local to
23 each existing Hope Supply Warehouse that can demonstrate involvement in and support
24 from the local community.

25 3. The Receiver shall select the Approved Qualified Charities within
26 180 days of entry of the Order. If no charity or charities is recommended, or if the
27 Receiver determines that no such recommended charity or charities is sufficiently
28 qualified, the Receiver shall notify BCS and Plaintiffs and, except as continued

1 operations are provided for in Section IV.D, below, close the existing Hope Supply
2 Warehouse programs and liquidate the HSW Assets pursuant to Section II, above.

3 4. If an Approved Qualified Charity is not located to operate all
4 existing Hope Supply Warehouse locations, the Receiver shall liquidate the assets of each
5 such Hope Supply Warehouse location for which no Approved Qualified Charity was
6 selected pursuant to Section II, above.

7 5. The Receiver shall notify BCS and Plaintiffs of each selected
8 Approved Qualified Charity ten days prior to the Receiver filing its notice and request for
9 approval below with the Court, as provided under Section IV.B.6, below.

10 6. Upon selection of the Approved Qualified Charities and notice to
11 BCS and Plaintiffs, the Receiver shall timely file with the Court a “Notice of Selection of
12 Approved Qualified Charities” and seek the Court’s authorization to transfer the HSW
13 Assets to the Approved Qualified Charities.

14 7. BCS or the Plaintiffs may file an objection with the Court within ten
15 days of the Receiver’s filing the “Notice of Selection of Approved Qualified Charities.”
16 If no such objection is timely filed, BCS and Plaintiffs shall be deemed to have waived
17 any objections to the Approved Qualified Charities.

18 8. After receiving authorization from the Court, the Receiver shall
19 close the existing Hope Supply Warehouse operations and provide the HSW Assets to the
20 Approved Qualified Charities.

21 C. Transfer of HSW Assets:

22 1. If the Receiver is operating the existing Hope Supply Warehouse
23 locations at the time the Approved Qualified Charities are selected, the Receiver shall
24 close them and transfer HSW Assets to each Approved Qualified Charity as follows:

25 a. Transfer the HSW Assets used by BCS to operate each
26 existing Hope Supply Warehouse to the Approved Qualified Charity selected to operate a
27 Hope Supply Warehouse-type program in that location;

1 b. Lease, transfer the lease, or sublet the space occupied by each
2 existing Hope Supply Warehouse location to the Approved Qualified Charity that will
3 operate in that location, to the extent commercially reasonable and contractually
4 permitted; and

5 c. Share with each Approved Qualified Charity relevant
6 information about the operation of each existing Hope Supply Warehouse location where
7 the Approved Qualified Charity will operate a new Hope Supply Warehouse-type
8 program, including but not limited to, inventories, volunteer lists, local community
9 contacts, corporate sponsors, and patient information. **Provided that** the Receiver shall
10 not transfer any donor list or other donor information originating from any telemarketing
11 call. All such telemarketing donor lists shall be destroyed pursuant to Section II.L,
12 above. **Provided further** that, to the extent that the information is readily ascertainable,
13 the Receiver may provide each Approved Qualified Charity with lists of donors who
14 participated in any in-person or online fundraising effort specifically seeking support for
15 the BCS Hope Supply Warehouse program in any location that the Approved Qualified
16 Charity will operate. All personal identifying information or sensitive health information
17 about any volunteer, patient, donor, or other individual must be maintained and
18 transferred in compliance with appropriate security protocols and in accordance with
19 applicable laws.

20 2. If, at the time the Approved Qualified Charities are selected, the
21 Receiver has closed the existing Hope Supply Warehouse operations pursuant to Section
22 IV.D.2, below, the Receiver may, at the Receiver's sole discretion, transfer to the
23 Approved Qualified Charities any HSW Asset identified in Section IV.C.1, above that
24 still remains in the BCS receivership estate. Any such Approved Qualified Charity shall
25 receive cash distributions as set forth in Section IV.E, below.

1 D. Continuing Hope Supply Warehouse Operation:

2 1. To the extent that sufficient BCS assets exist to do so, the Receiver
3 shall use reasonable best efforts to operate the existing Hope Supply Warehouse program
4 for 90 days following entry of this Order.

5 2. If no qualified charity or charities is recommended pursuant to
6 Section IV.A, above, within the initial 90 day operation period, the Receiver may close
7 the existing Hope Supply Warehouse program and liquidate its assets pursuant to Section
8 II, above.

9 3. If the Receiver so recommends and adequate funds exist, BCS and
10 Plaintiffs may agree to extend the Receiver's operation of the existing Hope Supply
11 Warehouse program for up to an additional 90 days. Such agreement may not be
12 unreasonably withheld. Factors that reasonably may be considered in agreeing to an
13 extension include the cost of ongoing operations and any progress in identifying and
14 selecting a qualified charity or charities. Costs related to operating the existing Hope
15 Supply Warehouse program shall be deducted from the total amount of cash available for
16 distribution to any Approved Qualified Charity pursuant to Section IV.E, below.

17 E. Cash Distributions:

18 1. To the extent that funds from the BCS receivership estate are
19 available, the Receiver may spend up to \$800,000 operating the existing Hope Supply
20 Warehouse program and distributing cash to the Approved Qualified Charities for their
21 use in operating Hope Supply Warehouse-type programs at each general location where
22 BCS previously operated a Hope Supply Warehouse. In addition, the Receiver may
23 distribute up to an additional \$45,000 to a charity for use in Texas, as set forth in Section
24 IV.E.1.b, below. The cash shall be distributed as follows:

25 a. To the extent that funds from the BCS receivership estate are
26 available, the Receiver shall make an initial distribution of the cash necessary to operate a
27 Hope Supply Warehouse-type program for 60 days to each Approved Qualified Charity
28 for each location it will operate. The Receiver shall determine that amount based on the

1 Receiver's experience operating the BCS Hope Supply Warehouse program and the
2 budget initially proposed by the Approved Qualified Charity.

3 b. To the extent that funds from the BCS receivership estate are
4 available, at the time that the Receiver makes an initial distribution to any Approved
5 Qualified Charity pursuant to IV.E.1.a, above, or determines that no Approved Qualified
6 Charity can be selected pursuant to Section IV.B.3, above, the Receiver shall also make a
7 one-time distribution not to exceed \$45,000 to a charity to be used solely to provide
8 direct aid to breast cancer patients in Texas ("Texas Charity"). The Texas Charity shall
9 be recommended and selected as provided for in Sections IV.A and B., above, except that
10 the Texas Charity need not agree to operate a Hope Supply Warehouse-type program, but
11 rather must agree that it will use the \$45,000 exclusively to provide direct aid to breast
12 cancer patients and for no other purpose.

13 c. To the extent that funds from the BCS receivership estate are
14 available and some portion remains of the \$800,000 total allotted in Section IV.E.1,
15 above, the Receiver shall make a second distribution of the cash necessary to operate a
16 Hope Supply Warehouse-type program for an additional 60 days to each Approved
17 Qualified Charity for each location it is operating. The Receiver shall determine that
18 amount based on the Receiver's experience previously operating the BCS Hope Supply
19 Warehouse program, the budget initially proposed by the Approved Qualified Charity,
20 and the report of the Approved Qualified Charity made pursuant to Section IV.G, below.

21 d. To the extent that funds from the BCS receivership estate are
22 available and some portion remains of the \$800,000 total allotted in Section IV.E.1,
23 above, the Receiver shall make a third distribution of the cash necessary to operate a
24 Hope Supply Warehouse-type program for an additional 60 days to each Approved
25 Qualified Charity for each location it is operating. The Receiver shall determine that
26 amount based on the Receiver's experience previously operating the BCS Hope Supply
27 Warehouse program, the budget initially proposed by the Approved Qualified Charity,
28 and the report of the Approved Qualified Charity made pursuant to Section IV.G, below.

1 e. To the extent that funds from the BCS receivership estate are
2 available and some portion remains of the \$800,000 total allotted in Section IV.E.1,
3 above, no later than 180 days after the Receiver's initial distribution of cash the Receiver
4 shall equally divide the remaining portion of the \$800,000 between each Approved
5 Qualified Charity for each location, not to exceed a disbursement of \$200,000 per
6 location.

7 2. The Receiver shall make no cash distributions to any Approved
8 Qualified Charity that has:

9 a. An outstanding report required by Section IV.G, below;
10 b. A pending request for information by the Receiver related to
11 the Approved Qualified Charity's budget, its operation of the Hope Supply Warehouse-
12 type program, or its compliance with the contract for transfer described in Section IV.F,
13 below; or

14 c. Materially violated the terms of the contract to transfer assets
15 described in Section IV.F below.

16 F. Contract for Transfer:

17 1. The Receiver and any Approved Qualified Charity shall enter into a
18 contract outlining the terms of the transfer of HSW Assets and cash disbursements and
19 the Approved Qualified Charity's on-going operation of a Hope Supply Warehouse-type
20 program at each location for which the charity was approved ("Transfer Contract"). The
21 Transfer Contract shall include the following requirements:

22 a. The Approved Qualified Charity may use any HSW Assets or
23 cash disbursements it receives only to operate a Hope Supply Warehouse-type program
24 for the benefit of financially distressed breast cancer patients;

25 b. The Approved Qualified Charity must operate the Hope
26 Supply Warehouse-type program for at least one year, *provided that* if it becomes
27 impracticable to operate such a program within six months of transfer of any HSW Assets
28 or cash disbursements, the Approved Qualified Charity agrees to notify the Receiver and

1 transfer any remaining HSW Asset or cash disbursement monies to the Receiver pursuant
2 to Section III, above.

3 c. The Approved Qualified Charity must, to the extent
4 practicable, follow the proposed budget and operational plan described in Section IV.A.2,
5 above.

6 d. The Approved Qualified Charity may not employ James
7 Reynolds, II or Kristina Reynolds in any capacity;

8 e. The Approved Qualified Charity may not permit James
9 Reynolds II, Kristina Reynolds, Eric Fransen, or any Individual Defendant named in this
10 matter, or any of their relatives, to serve as a director or officer of its Board of Directors;
11 and

12 f. The Approved Qualified Charity may not permit a majority of
13 its Board of Directors to be comprised of persons who at any time served as directors or
14 officers of the Boards of Directors of BCS, Cancer Fund of America, Inc., Cancer
15 Support Services, Inc., or Children's Cancer Fund of America, Inc.

16 G. Approved Qualified Charity Reports:

17 1. Each Approved Qualified Charity must provide three reports to the
18 Receiver at intervals of 45, 105, and 165 days following transfer of HSW Assets and
19 receipt of the initial cash disbursement described in Section IV.E, above. The reports
20 shall i) specifically describe the Approved Qualified Charity's compliance with the terms
21 of the Transfer Contract; ii) identify and describe any material changes in the charity's
22 qualifications categorized in Section IV.A.2, above which occurred since it first provided
23 them to the Receiver; and iii) identify and describe any material deviations by the charity
24 from the plan, budget, or other representation it made to the Receiver relating to its
25 proposed operation of a Hope Supply Warehouse-type program. The Receiver may seek
26 additional information from each Approved Qualified Charity about any such report or
27 otherwise related to the Approved Qualified Charity's budget, its operation of the Hope
28 Supply Warehouse-type program, or its compliance with the Transfer Contract.

1 H. Breach of Contract for Transfer:

2 In the event that any Approved Qualified Charity breaches the terms of the
3 Transfer Contract or otherwise violates the provisions of Section IV, above, the Receiver
4 shall have the standing and authority to pursue the Approved Qualified Charity for breach
5 of contract, damages, attorney's fees, and costs.

6 **V. COOPERATION**

7 IT IS FURTHER ORDERED that:

8 A. BCS, its representatives, agents, officers, directors, employees, managers,
9 members or any other persons with possession, custody, or control of property or records
10 relating to BCS, must cooperate fully with the Receiver and take such other steps as the
11 Receiver may require to transfer to the Receiver, or to his or her designated trust,
12 possession and legal and equitable title to all assets of BCS within five days of request by
13 the Receiver, including executing any documents, procuring the signature of any person
14 or entity under their control, providing access to the property of BCS and any necessary
15 information, and turning over any property of BCS.

16 B. In the event that any person fails to deliver or transfer any asset or
17 document, or otherwise fails to comply with any provision of this Order, the Receiver
18 may file ex parte an affidavit of non-compliance regarding the failure. Upon filing of the
19 affidavit, the Court may authorize, without additional process or demand, writs of
20 possession or sequestration or other equitable writs requested by the Receiver. The writs
21 shall authorize and direct the United States Marshal or any sheriff or deputy sheriff of
22 any county, or any other federal, state, or local law enforcement officer, to seize the asset,
23 document, or other item covered by this Section and to deliver it to the Receiver.

24 **VI. PROVISION OF INFORMATION TO RECEIVER**

25 IT IS FURTHER ORDERED that BCS shall provide to the Receiver, immediately
26 upon request, the following:
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1 A. A list of all assets and property, including accounts, of BCS that are held in
2 any name other than the name of BCS, or by any person or entity other than BCS; and

3 B. A list of all agents, employees, officers, directors, managers, members,
4 employees, agents, or those persons in active concert and participation with BCS, who
5 have been associated with or done business with BCS.

6
7 **VII. PROHIBITION ON INTERFERENCE WITH THE RECEIVER**

8 IT IS FURTHER ORDERED that BCS and its representatives, whether acting
9 directly or through any entity, corporation, subsidiary, division, director, manager,
10 member, employee, agent, affiliate, independent contractor, accountant, financial advisor,
11 or other device, except as provided herein, as stipulated by the parties, or as directed by
12 further order of the Court, are hereby restrained and enjoined from:

13 A. Interfering with the Receiver's efforts to manage, or take custody, control,
14 or possession of, the assets or documents subject to this receivership;

15 B. Transacting any of the business of BCS;

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

19 D. Refusing to cooperate with the Receiver or the Receiver's duly authorized
20 agents in the exercise of their duties or authority under any order of this Court.

21 **VIII. STAY OF ACTIONS AGAINST BCS**

22 IT IS FURTHER ORDERED that, except by leave of this Court, during pendency
23 of the receivership ordered herein, BCS, its representatives, and other persons seeking to
24 establish or enforce any claim, right, or interest against or on behalf of BCS, and all
25 others acting for or on behalf of such persons, are hereby enjoined from taking action that
26 would interfere with the exclusive jurisdiction of this Court over the assets or documents
27 of BCS, including:
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X. COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver as herein authorized, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties undertaken pursuant to this Order and for the cost of actual out-of-pocket expenses incurred. The Receiver’s compensation and the compensation of any persons hired by the Receiver are to be paid solely from the assets of BCS and any proceeds from the liquidation of BCS, and such payments shall have priority over all other distributions except for any transfer fees, recording fees, or other payments owed through the transfer of the assets of BCS. The Receiver shall file with the Court and serve on the parties a request for the payment of reasonable compensation at the time of the filing of periodic reports and no less than every 60 days. The Receiver shall not increase the fees or rates used as the basis for such fee applications without prior approval of Plaintiffs and the Court. BCS shall have no right to object to the Receiver’s fees or compensation. Absent a violation of this Order that causes the Receiver to incur fees or expenses, BCS shall not be liable for the Receiver’s fees or expenses.

XI. RECEIVER REPORTS

IT IS FURTHER ORDERED that the Receiver shall periodically file with the Court, no less than every 60 days, a Receivership Report, under oath, accurately identifying any and all revenues received and expenditures made, including adequately detailed information concerning income, expenses, payables, and receivables. These periodic filings shall be served by the Receiver on Plaintiffs and BCS.

XII. TERMINATION OF RECEIVERSHIP

IT IS FURTHER ORDERED that, upon the final transfer of all funds to the STCO Fund and the dissolution of BCS, the duties of the Receiver shall terminate. The Receiver shall file a final application for fees, complete liquidation, and terminate his or

1 her service within 360 days of the entry of this Order, unless good cause is shown to
2 extend the receivership beyond 360 days. At the termination of the Receiver's duties, the
3 Receiver shall transfer any unliquidated assets of BCS to the STCO Fund described in
4 Section VII.D of the Permanent Injunction.

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