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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

AVALANCHE FUNDING, LLC, a
Colorado limited liability company,

Plaintiff,

v.

SYED M. ARIF, et al.,

Defendant.

No. 2:16-cv-02555-TLN-KJN

ORDER

This matter is before the Court on Plaintiff Avalanche Funding, LLC’s (“Plaintiff”) Motion for Appointment of Receiver. (ECF No. 120.) None of the Defendants¹ have opposed the

¹ The named Defendants are: Syed M. Arif (“Arif”); Syeda Rehana Begum (“Begum”); Tim Swickard (“Swickard”); Mapes Ranch, Inc.; Five Dot Cattle Company; Norman F. Rice (deceased); the testate and intestate successors of Norman F. Rice, and all persons represented by the personal representative of the estate of Norman F. Rice; Gloria Rice (deceased), in her individual capacity and as trustee of the Rice 1997 Family Trust; the testate and intestate successors of Gloria Rice, and all persons represented by the personal representative of the estate of Gloria Rice; the Rice 1997 Family Trust; Norman Rice Enterprises, Inc.; Matthew G. Huntley; Michon Huntley; Ramona Stonebarger (“Stonebarger”) (deceased); the testate and intestate successors of Stonebarger, and all persons represented by the personal representative of the estate of Stonebarger; Art Koffinke (“Koffinke”) (deceased); the testate and intestate successors of Koffinke, and all persons represented by the personal representative of the estate of Koffinke; Larry Campbell (“Campbell”) (deceased); the testate and intestate successors of Campbell, and all persons represented by the personal representative of the estate of Campbell; Hanson Cattle Company (purported corporation of likely Nevada domicile); Hansen Cattle Company (a Nevada

1 Motion. For the reasons set forth below, Plaintiff’s unopposed Motion for Appointment of
2 Receiver is GRANTED.

3 **I. FACTUAL AND PROCEDURAL BACKGROUND**

4 A. Allegations

5 Plaintiff, a lender, brought this action to effect a judicial foreclosure on a deed of trust that
6 has been in default for several years. The instant Motion seeks to appoint a receiver for the
7 subject real property (“Property”), a plot of approximately 3,200 acres of ranch land located in
8 Lassen County.² (See ECF No. 122 at 5–12; see also ECF No. 49 at 7–14; ECF No. 121 at 4–11;
9 ECF No. 122-2 at 35–37.)

10 On July 23, 2008, Arif and Begum (husband and wife) executed and delivered to Plaintiff
11 a Promissory Note secured by the Deed of Trust, Security Agreement, Fixture Filing, Financing
12 Statement and Assignment of Leases and Rents for the Property. (See ECF No. 49; ECF No. 121
13 at 4; ECF No. 122 at 4; ECF No. 122-1; ECF No. 122-2.) Plaintiff is the beneficiary of the Deed
14 of Trust. (ECF No. 122 at 5; see also ECF No. 122-2 at 2.) Arif and Begum do not live on the
15 Property. (See ECF No. 121 at 2–3, 11; ECF No. 122 at 12.) Thereafter, Arif and Begum
16 defaulted on the Note. (ECF No. 121 at 12; ECF No. 122 at 4, 13.) Since then, Plaintiff has been
17 required to pay delinquent real estate taxes on the Property because Arif and Begum could not,
18 Five Dot Cattle has been grazing on the Property without paying any rents, portions of the
19 Property are overgrazed (evidenced by the condition of the grass and excessive amount of animal
20 waste in the area), the fences (including the parameter fences) are in a state of disrepair and the

21 _____
22 corporation); North American Technical Trading Co., Inc.; a trustee of an unnamed trust to be
23 established referenced in a Notice recorded on February 11, 1997, in volume 660 at page 559;
24 Chicago Title Company, in its capacity as Trustee under a Deed of Trust recording no. 2008-
25 04633 of Official Records, Lassen County; all persons unknown claiming only legal or equitable
right, title interest, or cloud on Plaintiff’s interest in the Property; and Does 1–50 (collectively,
“Defendants”).

26 ² Plaintiff indicates the Deed of Trust must be reformed to correct a Scrivener’s Error that
27 omitted a parcel and provides the updated description of the Property. (See ECF No. 122 at 5–12;
28 see also ECF No. 49 at 15–16.) Plaintiff’s request to reform the legal description of the Property
in the Deed of Trust is included as a claim in Plaintiff’s motion for summary judgment and will
be addressed in a separate order.

1 gates do not work, squatters and “recreaters” leave substantial trash on the Property and utilize a
2 fire pit on the Property that puts it at risk of being damaged by uncontrolled fires, and recent fires
3 have burned some of the Property and fences. (ECF No. 121 at 12; ECF No. 122 at 13–14.)
4 Plaintiff therefore seeks appointment of a receiver in order to clean, repair, protect, and preserve
5 the Property, repair and install appropriate fences, minimize the risk and danger of trespassers and
6 escaping livestock, and collect rents. (ECF No. 121 at 14; ECF No. 122 at 14.)

7 B. Procedural History

8 Plaintiff initiated this action on October 26, 2016. (ECF No. 1.) The matter proceeds on
9 the operative First Amended Complaint (“FAC”). (ECF No. 6.)

10 Between January and March 2017, Notices of Disclaimer were filed with respect to the
11 following Defendants, by which these Defendants have disclaimed any interest in the Property:
12 Matthew Huntley; Michon Huntley; Norman F. Rice, his testate and intestate successors, and all
13 persons represented by the personal representative of his estate; Gloria Rice, her testate and
14 intestate successors, and all persons represented by the personal representative of her estate; the
15 Rice 1997 Family Trust; Chicago Title Company; and North American Technical Trading Co.,
16 Inc. (ECF Nos. 17, 18, 27, 30, 48.)

17 On May 11, 2017, default was entered against the following Defendants: Norman Rice
18 Enterprises, Inc.; the testate and intestate successors, and all persons represented by the personal
19 representatives of the estates of decedents Koffinke, Campbell, and Stonebarger, respectively;
20 and Hansen Cattle Company. (ECF Nos. 66, 67, 68, 69, 70, 73.) The Court declined to enter
21 default against Campbell, Koffinke and Stonebarger because they are deceased, or against “A
22 Trustee [o]f [a]n [u]nnamed Trust [t]o [b]e [e]stablished [r]eferred [i]n [a] Notice [r]ecorded
23 [on] February 11, 1997 [i]n Volume 660 [a]t Page 559” because it is an unnamed party.³ (ECF
24 Nos. 71, 72.)

25 Meanwhile, on March 13, 2017, Plaintiff and Arif and Begum entered into a settlement
26

27 ³ Nevertheless, as Plaintiff correctly notes, these parties were properly served pursuant to
28 publication following the Court’s approval of Plaintiff’s Motion for Service by Publication (*see*
ECF Nos. 39, 45), and they have also submitted no opposition to the instant Motion.

1 agreement. (ECF No. 49; *see* ECF No. 125 at 24.) Pursuant to the settlement agreement, the
2 parties filed a “Notice of Consent to Entry of Judgment in Favor of Avalanche Funding, LLC;
3 Consent to Entry of a Foreclosure Decree; Consent to the Appointment of a Receiver; and
4 Assignment of Redemption Rights and Other Rights,” which is executed by Arif and Begum.
5 (ECF No. 49.) Thus, Arif and Begum have abandoned the Property to Plaintiff and consented to
6 the appointment of a receiver for the Property. (*See id.*; *see also* ECF No. 121 at 3.)

7 On March 31, 2017, Plaintiff filed its first motion for the appointment of a receiver. (ECF
8 No. 50.) Five Dot Cattle Company, Mapes Ranch, Inc. and Swickard (the “Swickard Parties”)
9 filed the only opposition to that receiver motion. (ECF No. 53.) On March 26, 2018, the Court
10 denied the motion without prejudice. (ECF No. 89.) Plaintiff asserts the Swickard Parties have
11 grazed cattle on the Property without paying rent to either the landowner or Plaintiff since the
12 Court’s Order. (*See* ECF No. 121 at 3; ECF No. 122 at 4.)

13 Thereafter, Plaintiff and the Swickard Parties reached a settlement agreement by which
14 the Swickard Parties assigned their interest in the Property to Plaintiff and agreed not to oppose
15 the appointment of a receiver for the Property. (ECF Nos. 118, 118-1; *see also* ECF No. 121 at 3;
16 ECF No. 122 at 4.)

17 On October 29, 2020, Plaintiff filed the instant Motion for Appointment of Receivership.
18 (ECF No. 120.) This Motion is unopposed, as all non-defaulting Defendants have either
19 disclaimed all rights to the Property, consented to a judgment and the appointment of a receiver,
20 or have settled with Plaintiff and assigned to Plaintiff their claims to the Property.

21 **II. STANDARD OF LAW**

22 Federal Rule of Civil Procedure 66 permits the Court to appoint a receiver. *See* Fed. R.
23 Civ. P. 66. Under federal law, appointing a receiver is “an extraordinary equitable remedy that is
24 only justified in extreme situations.” *Aviation Supply Corp. v. R.S.B.I. Aerospace, Inc.*, 999 F.2d
25 314, 316 (8th Cir. 1993). There is “no precise formula for determining when a receiver may be
26 appointed.” *Canada Life Assurance Co. v. LaPeter (Canada Life)*, 563 F.3d 837, 844 (9th Cir.
27 2009) (citing *id.*). However, the Ninth Circuit has identified a non-exhaustive list of several
28 factors federal courts may consider in making this determination, including:

1 (1) whether [the party] seeking the appointment has a valid claim; (2)
2 whether there is fraudulent conduct or the probability of fraudulent
3 conduct, by the defendant; (3) whether the property is in imminent
4 danger of being lost, concealed, injured, diminished in value, or
5 squandered; (4) whether legal remedies are inadequate; (5) whether
6 the harm to plaintiff by denial of the appointment would outweigh
7 injury to the party opposing appointment; (6) the plaintiff's probable
8 success in the action and the possibility of irreparable injury to
9 plaintiff's interest in the property; and [] (7) whether [the] plaintiff's
10 interests sought to be protected will in fact be well-served by
11 receivership.

12 *Id.* (citing 13 Moore's Federal Practice, Civil § 66.04[2][b] (2021); *N.Y. Life Ins. Co. v. Watt W.*
13 *Inv. Corp.*, 755 F. Supp. 287, 292 (E.D. Cal. 1991)) (internal citations and quotations omitted).
14 "Most important among the factors are the adequacy of the security and the financial position of
15 the mortgagor." *N.Y. Life Ins. Co.*, 755 F. Supp. at 292. Indeed, the Ninth Circuit has held that a
16 receiver may be appointed to collect rents pending foreclosure when the district court is satisfied
17 that "the property [is] of insufficient value to insure payment, and [] the defendant [is] of doubtful
18 financial standing." See *Canada Life*, 563 F.3d at 844 (citing *View Crest Garden Apartments v.*
19 *United States (View Crest)*, 281 F.2d 844, 847 (9th Cir. 1960)). Whether the parties agreed to the
20 appointment of a receiver is also "entitled to great weight as the court exercises its discretion."
21 *N.Y. Life Ins. Co.*, 755 F. Supp. at 292.

22 III. ANALYSIS

23 Plaintiff moves to appoint Thomas Morrow ("Morrow") as the receiver for the Property.
24 (ECF No. 122 at 3.) In support of its Motion, Plaintiff submits the affidavit of Fred J. Orr
25 (representative of Avalanche Funding, LLC), the Promissory Note, Deed of Trust, Security
26 Agreement, Fixture Filing, Financing Statement, and Assignment of Leases and Rents relating to
27 the Property, and Morrow's resume and executed Oath of Receiver. (See ECF Nos. 121, 122-1,
28 122-2, 122-3, 122-4.) The Court finds Plaintiff has established the *Canada Life* factors favor
granting appointment.

29 A. Whether the Party Seeking the Appointment has a Valid Claim

30 Plaintiff has submitted evidence that it has the first priority Deed of Trust on the Property
31 with a "rent, issue and profits" clause granting Plaintiff a first priority lien on the Property and the

1 rents of the Property. (ECF No. 121 at 11; ECF No. 122 at 20; *see also* ECF No. 122-2.)

2 Furthermore, no Defendant disputes Plaintiff's claim. Accordingly, this factor weighs in favor of
3 Plaintiff.

4 B. Whether There is Fraudulent Conduct or the Probability of Fraudulent
5 Conduct by the Defendant

6 Plaintiff does not contend Arif and Begum have engaged in fraudulent conduct, as they
7 have abandoned the Property and its rents to Plaintiff. (*See* ECF No. 121 at 13; ECF No. 122 at
8 20.) However, absent a receiver, there is a valid concern that fraudulent rent skimming and
9 unlawful trespass will occur. (*See id.*) Therefore, this factor weighs in favor of Plaintiff.

10 C. Whether the Property is in Imminent Danger of Being Lost, Concealed,
11 Injured, Diminished in Value, or Squandered

12 Plaintiff submits evidence that the rental value of the Property for grazing purposes is
13 \$50,000 per year. (ECF No. 121 at 13–14; ECF No. 122 at 20.) However, absent a receiver to
14 collect rent, these profits have gone uncollected. (ECF No. 121 at 14; ECF No. 122 at 20.)
15 Further, Plaintiff submits evidence that: Plaintiff has been required to pay delinquent real estate
16 taxes on the Property because Arif and Begum could not; Five Dot Cattle has been grazing on the
17 Property without paying any rents; portions of the Property are overgrazed (evidenced by the
18 condition of the grass and excessive amount of animal waste in the area); the fences — including
19 the parameter fences — are in a state of disrepair and the gates do not work; squatters and
20 “recreators” leave substantial trash on the Property and utilize a fire pit on the Property that puts
21 the Property at risk of being damaged by uncontrolled fires; and recent fires have, in fact, burned
22 some of the Property and fences. (ECF No. 121 at 3, 12–14; ECF No. 122 at 13–14.) Plaintiff
23 contends a receiver is needed to repair the damaged fences in order to prevent the risk and danger
24 of trespassers and escaping livestock. (ECF No. 121 at 13; ECF No. 122 at 20.) The Court finds
25 this argument persuasive. Accordingly, this factor weighs in Plaintiff's favor.

26 D. Whether Legal Remedies are Inadequate

27 Plaintiff submits evidence showing that the Property is currently worth \$2,000,000 less
28 than the debt secured. (ECF No. 122 at 21.) Further, the rents from the Property — which are

1 pledged to Plaintiff — have not been collected or paid during the last three years the Property has
2 been in foreclosure proceedings because there has been no receiver to lease the Property and
3 collect the rents. (ECF No. 121 at 13–14.) Plaintiff argues these circumstances demonstrate there
4 is no adequate remedy of law for Plaintiff for the uncollected rents. The Court agrees.
5 Accordingly, this factor also weighs in Plaintiff’s favor.

6 E. Whether the Harm to Plaintiff by Denial of the Appointment Would
7 Outweigh Injury to the Party Opposing Appointment

8 Plaintiff has demonstrated it has no remedy to recover its losses for uncollected rents
9 where Arif and Begum cannot pay the deficiency on the Note and Plaintiff has agreed to waive
10 the deficiency upon completion of the foreclosure. (ECF No. 122 at 21; *see also* ECF No. 49;
11 ECF No. 121 at 3, 12–14.) Conversely, no Defendant opposes appointment of a receiver and no
12 harm would come to any Defendant if a receiver is appointed, as all non-defaulting Defendants
13 have either disclaimed all interests in the Property or assigned them to Plaintiff. Therefore, the
14 Court finds the resulting harm to Plaintiff from failing to appoint a receiver outweighs the harm to
15 any Defendant that would result from appointing a receiver. Accordingly, this factor also weighs
16 in favor of Plaintiff.

17 F. Plaintiff’s Probable Success in the Action and the Possibility of Irreparable
18 Injury to Plaintiff’s Interest in the Property

19 Plaintiff has demonstrated it has a high probability of success in this action. Specifically,
20 all the non-defaulting Defendants have settled with Plaintiff and/or assigned their interests in the
21 Property to Plaintiff and consented to the appointment of a receiver. (*See* ECF Nos. 17, 18, 27,
22 30, 48–49, 66, 67, 68, 69, 70, 73, 118-1, 119.) Therefore, this factor favors Plaintiff.

23 G. Whether Plaintiff’s Interest Sought to be Protected Will in Fact be Well-
24 Served by Receivership

25 Plaintiff submits evidence that appointment of a receiver will serve Plaintiff’s interest in
26 the Property in several ways, including: (1) a receiver will enter into a lease arrangement and
27 collect rents; (2) the collected rents will be applied to pay the outstanding deficiency on the Note;
28 (3) appointment of a receiver to facilitate foreclosure will conserve resources during the

1 foreclosure proceedings; (4) the fences on the Property will be repaired, thus preventing further
2 waste; and (5) appointment of a receiver will put persons in lawful possession of the Property,
3 will allow the defaulting landowners to put their debt behind them, and bring finality to all
4 parties. (ECF No. 121 at 14–15; ECF No. 122 at 22.) Plaintiff’s arguments are persuasive.
5 Therefore, this factor weighs in favor of Plaintiff.

6 H. Doubtful Financial Standing and Insufficient Value of Property

7 Finally, Plaintiff addresses the additional consideration identified by the Ninth Circuit —
8 the financial standing of the borrower and insufficient value of the Property. (ECF No. 122 at
9 22); *see Canada Life*, 563 F.3d at 844; *View Crest*, 281 F.2d at 847. Plaintiff submits evidence
10 that the Note is not fully secured by the Property because the Property is currently valued at less
11 than \$2,500,000, whereas the debt against the Property owed to Plaintiff exceeds \$5,000,000.
12 (ECF No. 121 at 13.) Thus, the Property value is insufficient and Arif and Begum are not in good
13 financial standing. This consideration, too, weighs in favor of appointing a receiver.

14 I. Tom Morrow as Receiver

15 Plaintiff proposes appointing Morrow to be the receiver for the Property. (ECF No. 122 at
16 17.) The supporting documents demonstrate Morrow is a cattleman and has served as receiver in
17 over 40 receiverships, including agricultural receiverships similar to that required for the
18 Property. (*See* ECF No. 121 at 15; ECF No. 122 at 17; ECF Nos. 122-3, 122-4.) Furthermore,
19 none of the Defendants oppose the appointment. Based on these credentials, the Court is
20 persuaded Morrow is a qualified and appropriate appointee for a receivership over the Property.

21 In sum, the Court finds the seven *Canada Life* factors, plus the additional consideration
22 highlighted by Plaintiff, support granting the appointment. *See Canada Life*, 563 F.3d at 844.
23 The fact that no Defendant opposes Plaintiff’s Motion (as a result of settling with Plaintiff and/or
24 disclaiming all interests in the Property or assigning them to Plaintiff) is also a compelling
25 consideration that weighs in Plaintiff’s favor. Finally, the Court is satisfied that Morrow is
26 qualified to be appointed as the receiver for the Property. (*See* ECF Nos. 122-3, 122-4.)

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1 **IV. CONCLUSION**

2 For the foregoing reasons, Plaintiff’s Motion for Appointment of Receivership (ECF No.
3 120) is hereby GRANTED as follows:

4 1. Tom Morrow is hereby appointed to serve as Receiver for all of the Property described
5 herein (“Receiver”) and is charged with the following duties: to protect and preserve the Property;
6 to collect all keys which affect or concern the Property; to change all locks concerning the
7 Property; to pay all bills and costs necessary to preserve and insure the Property arising after the
8 date of his appointment; to enter into such further contracts and arrangements as are reasonably
9 necessary to maximize the rents, issues, and profits of the Property; to exclude all of the
10 Defendants and their employees and agents from the Property; to have the sole and exclusive
11 authority to deal with tenants, employees, management companies, vendors, buyers, and
12 commissioned salesmen concerning the Property; to terminate or renegotiate all leases and
13 contracts and to commence or pursue eviction actions on the Property, and to collect receivables
14 and other accounts due on account of the Property, and such payments shall be made to the
15 Lassen County Treasurer if real estate taxes are owed, and if no real estate taxes are owed, such
16 payments shall be made directly to Plaintiff for application towards the unpaid balance of the
17 Note; to deal with all utility service providers for the Property; to have sole and exclusive
18 authority to terminate existing leases and contracts, and to enter into new leases and contracts for
19 the Property on such terms as the Receiver deems fair; to pay all taxes due on account of the
20 Property only to the extent they constitute liens senior to Plaintiff’s liens; to maintain insurance
21 on the Property in an amount reasonably necessary and appropriate; to borrow money and to offer
22 the Property as security therefor as the Receiver deems appropriate; to take possession of all
23 books and records concerning the Property; to hire employees, independent contractors, and
24 management companies to deal with the Property; to irrigate, fertilize, and otherwise cultivate,
25 harvest, and sell growing or harvested crops growing or to be grown on the Property; to collect all
26 U.S. Department of Agriculture (“USDA”) Farm Service Agency (“FSA”) payments concerning
27 the Property and to execute such documents as the USDA FSA may require with respect to the
28 Property; to establish bank accounts; to pay the Receiver’s bills which he incurs (but not Syed M.

1 Arif's or Syeda Rehana Begum's bills); to deal with and obtain information from the USDA and
2 the Bureau of Land Management ("BLM") and other third parties concerning the Property; and to
3 have all the authority usually held by receivers and reasonably necessary to accomplish the
4 purposes stated herein;

5 2. The Receiver is empowered to enter into a lease for the Property with a qualified local
6 rancher;

7 3. The Receiver is empowered to sell the Property at a public foreclosure sale pursuant to
8 28 U.S.C. § 2001(d) upon an entry of a Foreclosure Decree;

9 4. The Receiver is authorized to establish BLM base property on the Property and to
10 execute as needed BLM Forms 4130-1a, 4130-1b, 4130-1, 4120-8, and any and all other BLM
11 documentation related to the Property;

12 5. Pursuant to Local Rule 232(g), the Receiver shall not employ an attorney, accountant,
13 or investigator without first obtaining an order of the Court authorizing such employment, which
14 may set forth a tentative basis for computation of compensation. The actual compensation of
15 such persons shall subsequently be fixed by the Court, after hearing, upon the applicant's
16 affidavit setting forth in reasonable detail the nature of the services and the existence of any
17 agreements concerning the amount of compensation to be paid;

18 6. Pursuant to Local Rule 232(e)(2), at least once a year, the Receiver shall file and serve
19 a report that shall be heard with notice to all parties in accordance with Local Rule 230. The
20 report shall contain: (i) a summary of the Receiver's operations; (ii) an inventory of all the assets
21 and their value; (iii) a schedule of all the Receiver's receipts and disbursements; (iv) the
22 Receiver's recommendations for a continuation or discontinuation of the Receivership and the
23 reasons therefor; and (v) such other matters as the Court may direct. At the hearing, the Court
24 shall approve or disapprove the Receiver's report and determine whether the Receivership shall
25 be continued;

26 7. Pursuant to Local Rule 232(h), the Receiver shall deposit all funds received in a
27 depository designated by the Court, entitled "Receiver's Account" together with the name and
28 number of the action;

1 8. The Receiver may abandon any Property he deems to be of inconsequential value
2 without further order of the Court;

3 9. The grant of authority to the Receiver to act or make payments hereunder shall not be
4 deemed to be an instruction to act or make payments hereunder unless the Receiver deems it is in
5 the best interest of the Receivership to do such act or to make such payments;

6 10. This is a Special Receivership with the Receiver's duties as stated herein. This is not
7 a general receivership. The Receiver is not responsible for managing Arif and Begum's business
8 affairs, investigating or prosecuting potential claims against Arif and Begum, evaluating whether
9 or not Arif and Begum should file or continue in a bankruptcy, filing any tax returns or reports,
10 including any federal, state, or local tax returns, sales or use tax returns, or workman's
11 compensation reports or for paying, processing, investigating, or defending against any unsecured
12 claims occurring or incurred prior to his appointment or claims or bills incurred by Arif and
13 Begum;

14 11. The rents, issue, profits, and proceeds of the Property shall be paid to the Lassen
15 County Treasurer if real estate taxes are due, and the surplus shall be paid directly and solely to
16 Plaintiff for application towards the unpaid balance of the Note;

17 12. The Receiver shall not pay any pre-receivership expenses, contracts, or leases;

18 13. The Receiver may obtain funds for the purpose of preserving and protecting the
19 Property by requesting and receiving advances directly from Plaintiff on account of the Note, and
20 such advances shall be deemed to be an additional indebtedness on account of the Note;

21 14. The Receiver shall file inventories and reports with this Court as required by law;

22 15. Under the circumstances of this case, no undertaking is required to be filed;

23 16. The Receiver shall be compensated at the rate of \$100 per hour (\$50 per hour for
24 travel time), plus the Receiver's out-of-pocket expenses, to include independent contractors of the
25 Receiver; and

26 17. In light of Arif's significant indebtedness to Plaintiff under the Note, Arif and
27 Begum's consent to the appointment of a receiver and to the foreclosure of the Property, and the
28 lack of opposition to Plaintiff's Motion, no Receiver's bond shall be necessary. This Order shall

1 be effective immediately.

2 IT IS SO ORDERED.

3 DATED: April 26, 2021

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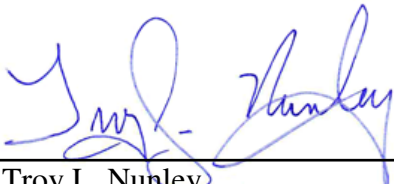
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Troy L. Nunley
United States District Judge