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CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
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**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA**

**TCF INVENTORY FINANCE, INC.**

CASE NO. 2:17-cv-01768-JAM-DB

**Plaintiff,**

**v.**

**TEMPORARY RESTRAINING  
ORDER**

**MARKER OIL COMPANY, INC.**

**and**

**BILLY LEON MARKER, JR.**

The application of Plaintiff TCF Inventory Finance, Inc. ("TCFIF") for temporary restraining order and preliminary injunction having been considered by this Court, this Court GRANTS the Motion for temporary restraining order and finds:

Based on allegations made by TCFIF in the Verified Complaint, Defendant Marker Oil Company, Inc. ("Borrower") is in default of its obligations under the Security Agreement described in and attached to the Verified Complaint. As of August 15, 2017, the outstanding balance due under the Security Agreement was not less than \$1,108,475.17. TCFIF has presented evidence that the Borrower has possession, custody and control of Subject Property in which TCFIF has properly perfected security interests. Borrower has, to date, refused to voluntarily surrender the Subject Property to TCFIF. The Subject Property is easily movable, readily marketable, and can be easily damaged by misuse or intentional acts. This Court finds

1 evidence that this temporary restraining order is necessary for the  
2 preservation of the Subject Property in which TCFIF has a security interest.  
3 The Subject Property, identified in Exhibit 1 attached hereto, has a total  
4 value of not more than \$1,081,004.21, based on the original invoice price of  
5 the Subject Property.

6           Based on a review of the Security Agreement and other exhibits  
7 attached to the Verified Complaint, this Court finds that TCFIF has a  
8 substantial likelihood of prevailing on the merits of its claims,.

9           This Court further finds that TCFIF has no adequate remedy at  
10 law because as the Subject Property is sold, hidden, destroyed, concealed,  
11 disposed of, transferred, and/or abandoned, TCFIF loses its security. There  
12 is an immediate danger that TCFIF will be unable to obtain possession over  
13 the Subject Property or that the value of such property may become  
14 substantially impaired, destroying the bargained-for security. TCFIF has  
15 further alleged and presented evidence that TCFIF will lose its agreed  
16 security absent immediate relief. This Court therefore finds that TCFIF will  
17 be severely and irretrievably damaged absent the requested relief. This  
18 harm outweighs the harm that such relief will cause Borrower.

19           Finally, this Court finds that a temporary restraining order will not  
20 disserve the public interest. To the contrary, the public interest in promoting  
21 the enforcement of contracts and encouraging financing will be aided by  
22 issuing this injunction. Issuance of the requested relief promotes judicial  
23 efficiency and minimizes the potential for the improper disposition of the  
24 Subject Property and the need for exercise of contractual self-help  
25 remedies, all of which will benefit the public.

26           WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND  
27 DECREED that Borrower and its officers, directors, agents, representatives,  
28 and employees, as well as any others acting on their behalf, are restrained

1 from doing the following:

2           1. Transferring any interest by sale, pledge, or grant of  
3 security interest, or otherwise disposing of, transferring, or encumbering the  
4 Subject Property identified in Exhibit 1, except that Borrower is permitted to  
5 sell the inventory to customers in the ordinary course of business, provided  
6 that Borrower notify TCFIF prior to completing the sale of inventory and all  
7 proceeds of the unit of Subject Property are paid to TCFIF;

8           2. Concealing, hiding, or otherwise removing the Subject  
9 Property identified in Exhibit 1;

10           3. Impairing the value of any of the Subject Property identified  
11 in Exhibit 1; and

12           4. Removing the Subject Property identified in Exhibit 1 from  
13 the principal place of business of Borrower or otherwise outside of the  
14 jurisdiction of this Judicial District;

15           5. Disposing of the proceeds from the transfer of any interest  
16 of the Subject Property identified in Exhibit 1 that may have occurred prior to  
17 issuance of this Order.

18           IT IS FURTHER ORDERED, ADJUDGED AND DECREED that  
19 Borrower and its officers, directors, agents, representatives, and employees,  
20 as well as any others acting on their behalf, are required to do the following:

21           1. Return the Subject Property identified in Exhibit 1 to the  
22 principal place of business of Borrower at 205 N. Main Street, Alturas,  
23 California 96101 or such other location within the Judicial District agreeable  
24 to the parties for delivery to TCFIF; and

25           2. Maintain Borrower's books and records and provide  
26 TCFIF full access to such books and records.

27           IT IS FURTHER ORDERED as a condition precedent to the  
28 effectiveness of this Order, TCFIF shall post a bond in the amount of

1 1,000,000.00 (one million dollars).

2 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that  
3 this Temporary Restraining Order shall expire on September 13, , 2017,  
4 unless otherwise extended by this Court.

5 This matter is set for a hearing on a preliminary injunction on  
6 **September 12, 2017** at 1:30 p.m. in Courtroom 6 at the Robert Matsui  
7 Courthouse.

8 The Court will also hear TCFIF's application for writ of  
9 possession on September 12 at 1:30 p.m.

10 Any response to the application and entry of a preliminary  
11 injunction and to the application for writ of possession shall be filed and  
12 served on or before Wednesday, **September 6, 2017** at 5:00 p.m. TCFIF  
13 may file a reply by Friday, **September 8, 2017** at 5:00 p.m.

14 Borrower is hereby notified that Borrower has a right to apply to  
15 the Court for modification or dissolution of this Temporary Restraining Order  
16 on two (2) days' notice or such shorter notice as the Court may allow.

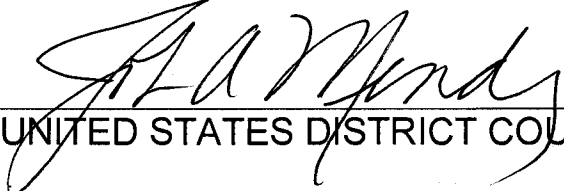
17 Counsel to TCFIF are instructed promptly to service this order on  
18 Borrower and to file proof of service with the Court.

19 SO ORDERED THIS 31st DAY OF August, 2017 (date) AT

20 4:30 PM (time).

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22 DATED: 8.31.2017

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UNITED STATES DISTRICT COURT JUDGE

MFG	Serial Number	Model
BRP	3JBPEAR27GJ002169	0007FGA00
BRP	3JBPDAR25GJ003307	0006UGA00
BRP	YDV41356E616	00039GA00
BRP	YDVO2139F616	00033GA00
BRP	YDVO1853E616	00018GA00
BRP	3JBUKAN27HK000001	0008FHE00
BRP	3JBKKAP22HJ000367	0006EHA00
BRP	3JBKBAP22HJ000014	0006HHA00
BRP	3JBKKAN29HJ000191	0006DHB00
BRP	3JBPEAR29HJ000229	0007FHA00
BRP	YDV33206J617	00036HA00
BRP	3JBLWAU26HJ000580	0004KHA00
BRP	RFGUB2518HS022379	0003JHA00
BRP	3JBLWAJ21HJ000300	0005EHA00
BRP	3JBMWAX27HJ000457	0004FHC00
BRP	3JBLKAJ21HJ000521	0002PHC00
BRP	3JBRKAP28HJ000159	0001DHB00
BRP	3JBVD AW29HK001406	0007SHF00
BRP	3JBPDAR23HJ000178	0006UHC00
BRP	3JBVGAW26HK000429	0007XHC00
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BRP	3JBKKAN24HJ000602	0006DHB00
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BRP	3JBUGAR29HK001324	0008WHF00
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BRP	3JBVGAW21HK000791	0007XHC00
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BRP	3JBLGAR28HJ003115	0002WHA00
BRP	YDV70229B717	00064HB00
BRP	3JBUGAR25HK002194	0008WHJ00
BRP	5KTWS1314HF544146	000T5HD00
BRP	5KTWS1316HF544147	000T5HD00
BRP	5KTWS1418HF544150	000T5HT00
BRP	5KTWS1310HF544158	000T7HD00
BRP	5KTWS141XHF544151	000T5HT00
BRP	3JBLKAJ28HJ001150	0002PHE00
BRP	YDV73871C717	00065HA00
BRP	YDV45570C717	00037HA00
BRP	3JBUGAN27HK000050	0006WHC00
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BRP	3JBUGAP22HK000017	0008BHE00
BRP	3JBLGAT27HJ003373	0002THB00
BRP	3JBLGAR23HJ005497	0005AHE00
BRP	3JBLGAR27HJ004983	0005AHA00
BRP	3JBLGAR20HJ005490	0005AHE00
BRP	3JBLGAR27HJ004577	0005AHA00
BRP	3JBVNAW21HK001168	0009NHD00
BRP	3JBUGAR20HK002586	0008WHF00
BRP	3JBUBAP25HK000012	0008LHE00
Forest River, Inc.	4X4TSHT24HC003300	CSHT18SSMX
Forest River, Inc.	4X4TSHC2XHC003401	CSHT27FQGDY
Forest River, Inc.	4X4TSMY23HE021227	CSMT231BHXL
Forest River, Inc.	4X4TSMY27HE021229	CSMT231BHXL
Forest River, Inc.	4X4TSHW24HC003454	CSHT21FQMX
Forest River, Inc.	4X4TSMC26HC014114	CSMT27TDSS
Forest River, Inc.	4X4TSMW25HE021247	CSMT211SSXL
Forest River, Inc.	4X4TSMB28HE021331	CSMT261BHXL
Forest River, Inc.	4X4TSMC29HE021336	CSMT273QBXL
Forest River, Inc.	4X4TSMC20HE021337	CSMT273QBXL
Forest River, Inc.	4X4TSHZ20HC003530	CSHT24RQMX
Forest River, Inc.	4X4TSMZ20HE021507	CSMT241QBXL
Forest River, Inc.	4X4TSHW25HC003625	CSHT21RQMX
Forest River, Inc.	4X4TSHA22JC003885	CSHT25FQGMX
Forest River, Inc.	4X4TSMV27JE021824	CSMT202RDXL
Forest River, Inc.	4X4FSDH25JC003923	CSHF28FWGDY
Forest River, Inc.	4X4TSMU23JE021983	CSMT191SSXL
Forest River, Inc.	4X4TSMA20JE021976	CSMT254RLXL
Forest River, Inc.	4X4TSHD26JC003996	CSHT28KSGDX