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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ALEKSANDR L. YUFA,  
Plaintiff,  
v.  
TSI INCORPORATED,  
Defendant.

Case No. [4:09-cv-01315-KAW](#)

**ORDER DENYING PLAINTIFF'S EX  
PARTE APPLICATION; ORDER  
GRANTING DEFENDANT'S MOTION  
TO APPROVE INSTRUCTIONS FOR  
ADMINISTRATION OF RECEIVER;  
ORDER DENYING PLAINTIFF'S  
MOTION TO EXPEDITE AS MOOT**

Re: Dkt. Nos. 253, 255, 261

**EX PARTE APPLICATION**

On March 9, 2017, Plaintiff Aleksandr L. Yufa filed an ex parte application requesting an order directing Defendant TSI Incorporated to file its forthcoming motion to compel the assignment of patents to the appointed receiver by a certain deadline. (Dkt. No. 253.) TSI opposed the ex parte application on the grounds that “Dr. Yufa has no right to dictate when or how the judgment against him must be satisfied.” (Dkt. No. 254 at 2.) Indeed, judgment creditors have 10 years after the entry of judgment to enforce the judgment. Cal. Civ. Proc. Code § 683.020. There is no requirement that the judgment creditor act as quickly as possible. Accordingly, Plaintiff’s ex parte application is DENIED.

**DEFENDANT’S MOTION TO APPROVE INSTRUCTIONS FOR  
ADMINISTRATION OF RECEIVER**

On March 23, 2017, TSI filed a motion to approve the instructions for the administration of the court-appointed receiver Greyhound IP LLC (“Greyhound”). (Dkt. No. 256.) TSI requests that Greyhound be required to provide only one report, a final declaration or report, with the Court at the conclusion of its valuation. *Id.* at 2. Additionally, TSI requests that the Court order that

1 Greyhound is entitled to be paid directly by TSI, without prior Court approval, at the rate of  
2 \$400.00 per hour, and that any sums paid by TSI shall be added to the judgment after Greyhound  
3 has provided its final valuation of each patent. *Id.* at 2-3.

4 Dr. Yufa opposed this motion on the grounds that he did not believe that it was fair that the  
5 receiver's fee be added to the judgment. (Dkt. No. 258.) Under California law, the receiver is  
6 allowed to recover "the cost of the undertaking." Cal. Civ. Proc. Code § 567(b). Here, TSI has  
7 negotiated that Greyhound's maximum cost is limited to \$40,000.00, which includes the valuation  
8 and, if approved by the Court, the marketing and sale of the Receivership Property. (Def.'s Reply,  
9 Dkt. No. 259; Decl. of Courtland Merrill, Dkt. No. 260 ¶ 3, Ex. A.) TSI's request to pay  
10 Greyhound upfront was to assuage Greyhound's concern that it would not receive payment should  
11 the judgment not be paid in full. (*See* Def.'s Reply at 2.) The Court finds that this concern is  
12 legitimate given the uncertainty of the value of the patents and Dr. Yufa's limited means to  
13 otherwise satisfy the judgment.

14 In light of the foregoing, TSI's motion is GRANTED, and IT IS ORDERED that:

15 1. Greyhound, or its acquirer, Houlihan Lokey, with offices at One Sansome Street, Suite  
16 1700, San Francisco, CA 94104 shall swear to perform the duties of receiver faithfully pursuant to  
17 California Code of Civil Procedure § 567.

18 2. Greyhound shall have all of the powers and authority usually held by receivers and  
19 reasonably necessary to value the Receivership Property unless otherwise stated, without further  
20 order of the Court.

21 3. Greyhound shall have the right to apply to this Court for further instructions or  
22 directions.

23 4. Greyhound shall be entitled to be paid without prior Court approval, at the rate of  
24 \$400.00 per hour, not to exceed \$40,000.00. Greyhound's compensation for valuing the  
25 Receivership Property shall be paid directly by the Defendant. Upon approval of the Court, any  
26 sums paid by Defendant to Greyhound shall be added to the judgment after Greyhound has  
27 provided its final declaration or report to the Court regarding the value of the Receivership  
28 Property.

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5. Plaintiff, as well as his agents or representatives, shall cooperate with all requests of Greyhound and are enjoined from interfering with Greyhound's performance of its duties hereunder.

6. Greyhound shall faithfully perform and discharge its duties and obey the Court's orders.

In light of the foregoing, Plaintiff's request to expedite the decision on these motions (Dkt. No. 261) is denied as moot.

Dated: June 22, 2017

  
KANDIS A. WESTMORE  
United States Magistrate Judge