

CVJ

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
IN AND FOR THE COUNTY OF MULTNOMAH

CHALICE BRANDS, LTD., a Canadian corporation,

Plaintiff,

v.

GREENPOINT OREGON, INC., an Oregon corporation; GREENPOINT EQUIPMENT LEASING, LLC, an Oregon limited liability company; CFA RETAIL LLC, an Oregon limited liability company; SMS VENTURES LLC, an Oregon limited liability company; and CF BLISS LLC, an Oregon limited liability company,

Defendants.

Case No. \_\_\_\_\_

**STIPULATED ORDER APPOINTING RECEIVER**

The Court, after having reviewed the Stipulated Motion for Appointment of Receiver and supporting Declarations of Kenneth Eiler and Scott Secord, and after considering additional argument or submissions by Plaintiff or Defendants, if any, and otherwise being fully informed, and good cause appearing therefor, makes the following findings:

A. The Defendants are insolvent or are in imminent danger of insolvency. The businesses, assets or property of each of the Defendants, including but not limited to all tangible and intangible personal property of each Defendant, wherever located, including inventory,

1 rents, profits, licenses, accounts, intellectual property, interests, claims, and all other property  
2 proceeds thereof (collectively, the “**Property**”), are in danger of being lost or materially injured  
3 or impaired as a result of, among other things, the Defendants’ alleged defaults under certain  
4 agreements, and failure to pay the balances due and owing to creditors, including the Plaintiff  
5 herein, vendors, landlords, lenders, and others (some of which, whether creditors or not, have  
6 threatened to exercise alleged self-help remedies by taking possession of the Defendants’  
7 Property). Receivership is necessary and appropriate to protect the Property and to conserve and  
8 protect the interests of the Defendants’ stockholders, members, partners or creditors.

9 B. As a result of the foregoing, the appointment of a Receiver pursuant to Oregon  
10 Revised Statutes (“**ORS**”), including 37.060(1)(a), (g), and/or (i) is necessary and appropriate to  
11 manage and protect the Property.

12 C. Kenneth Eiler (the “**Receiver**”) is not interested in this action and is competent,  
13 eligible and qualified to act as the Receiver.

14 D. Notice of the relief sought under this Order has been adequate and proper for the  
15 circumstances of this case.

16 E. The powers and duties of the Receiver shall be as set forth in ORS Chapter 37,  
17 except to the extent otherwise provided herein.

18 Based upon the foregoing, it is hereby **ORDERED** as follows:

19 1. **Appointment.** Subject to the terms of this Order, the Receiver is hereby  
20 appointed as Receiver with exclusive possession, control and management over the Property,  
21 together with all rights, entitlements, licenses, contracts, leases, interests, properties and  
22 business affairs associated with and relating to each of the Defendants (collectively, the  
23 “**Estates**”). During the Receivership, and until further order of the Court, the Estates and  
24 Defendants’ respective Property, wherever located, shall remain under this Court’s jurisdiction  
25 in accordance with ORS 37.100. The Receiver shall not be subject to the control of any of the  
26 parties to this matter, but shall be subject only to the ORS and the Court’s direction in the

1 fulfillment of the Receiver’s duties. The Estates and their respective Property and liabilities shall  
2 not be substantively consolidated, and the Receiver shall continue to operate and account for  
3 each of the Estates as a distinct entity.

4           **2. Bond and Oath.** The appointment of the Receiver as the Receiver is effective as  
5 of the date of this order. A \$100,000 bond shall be required (the “**Bond**”). The Receiver shall  
6 post such bond within 10 business days, and shall be authorized to obtain reimbursement for the  
7 Bond from any or all of the Estates pursuant to ORS 37.090(4).

8           **3. Powers.** The Receiver shall have exclusive possession and control over the  
9 Estates, with the power and authority to preserve, manage, protect, improve, and sell their  
10 Property. The Receiver shall maintain, secure, and manage the Estates, review the books and  
11 records of the Estates, investigate the operations and financial affairs of the Estates, and take  
12 such other actions as may be deemed appropriate by the Receiver. The Receiver shall have all  
13 other powers and rights of a receiver appointed under Oregon law, including, without limitation,  
14 each and every one of the powers set forth under ORS 37.110(1)(a) through (s), together with the  
15 following rights, powers and privileges:

16           (a) Collect, control, manage, conserve, construct, protect, and sell each Estates’  
17 Property;

18           (b) Enter into agreements on behalf of the Defendants, and renegotiate, amend, or  
19 modify any existing agreements in which the Defendants are parties;

20           (c) Manage, collect, and control any insurance claim and/or any related insurance  
21 proceeds arising from or in connection with the Estates;

22           (d) In the ordinary course of business, incur unsecured debt and pay expenses  
23 incidental to the Receiver’s preservation of each Estates’ Property, utilizing the Defendants’  
24 existing cash management systems if deemed advisable by the Receiver;

25           (e) Assert or continue to assert a right, claim, cause of action or defense of the  
26 Defendants, or enter into any settlement related to the same;

1           (f)     Seek and obtain instructions from the Court concerning each Estates' Property,  
2     exercise of the Receiver's powers, and performance of the Receiver's duties;

3           (g)     Operate the respective businesses of Defendants and use the proceeds from the  
4     sale of inventory to pay operating expenses, purchase new inventory and pay for expenses of  
5     administration of the receivership;

6           (h)     On subpoena, compel a person to submit to examination under oath in the manner  
7     of a deposition in a civil case, or to produce and permit inspection and copying of designated  
8     records or tangible things, with respect to each Estates' Property or any other matter that may  
9     affect administration of the Receivership;

10          (i)     Obtain and review the Defendants' books and records;

11          (j)     Obtain an accounting of the Defendants' accounts payable, accounts receivable,  
12     income, debts, profits, losses, and all other financial affairs;

13          (k)     Pay the Defendants' accounts payable debts as they become due, including  
14     without limitation, utilities, operating expenses, repair, and construction costs;

15          (l)     Collect the Defendants' accounts receivable, if any, as they become due;

16          (m)     Engage and pay compensation to one or more professionals, including attorneys,  
17     accountants, investigators, consultants, general contractors and any other persons or entities  
18     deemed necessary by the Receiver to assist the Receiver in the discharge of the Receiver's duties  
19     under this Order, with the costs of such services to be paid out of the Estates in the ordinary  
20     course of business, subject to the requirements of Section 19 of this Order and ORS 37.310;

21          (n)     Pay compensation to the Receiver;

22          (o)     Take possession of existing or set up new bank accounts as described in Section 5  
23     of this Order;

24          (p)     Redirect mail to a location the Receiver has exclusive control of as described in  
25     Section 23 of this Order; and

26

1 (q) Operate the Defendants' businesses pursuant to authority as provided under  
2 Oregon Administrative Rule 845-025-1260; and

3 (r) Take any other actions that the Court deems reasonably necessary to avoid  
4 injustice or waste.

5 **4. Duties of the Receiver:**

6 The Receiver shall comply with applicable law, including the provisions of ORS 37.120.

7 **5. Collection of Accounts Receivable, Profits, and Proceeds.** The Receiver shall  
8 have the power to take all steps reasonably necessary to collect cash, accounts receivable, profits,  
9 proceeds, rents, insurance proceeds, and other amounts due to the Estates from the sale of  
10 inventory or otherwise and shall deposit those amounts into segregated accounts (the "**Bank**  
11 **Accounts**"), if possible and considered advisable by the Receiver in its reasonable discretion.  
12 The Receiver shall have the power to present for payment any checks, money orders, and other  
13 forms of payment made payable to the Defendants or similar names, endorse the same, and  
14 collect the proceeds thereof. The Receiver shall have the sole and exclusive authority to disburse  
15 funds from the Bank Accounts. Any banks or credit unions at which Defendants maintain  
16 accounts, including but not limited to Salal Credit Union, shall comply with the Receiver's  
17 instructions concerning the Bank Accounts and the use and/or disposition of the funds therein.  
18 The Receiver is authorized to continue using existing bank accounts of Defendants at Salal Credit  
19 Union or any other financial institution.

20 (a) **Possession of Estates.** The Receiver may take and keep possession of the Estates  
21 during the pendency of this action.

22 (b) **Management of Estates.** The Receiver shall manage, operate, and maintain and, if  
23 applicable, improve the Estates subject to such rules and conditions as the Receiver may establish  
24 to ensure that profits and rents are profitably preserved and to reasonably ensure that the value of  
25 the Estates are not diminished. The Receiver shall not be personally liable in connection with  
26 such Property, or for any damage to the same, whether now known or later discovered, except if

1 its conduct falls under the circumstances set forth in ORS 37.300 (the “**Limitation of Liability**  
2 **Exceptions**”).

3 (c) **Licenses and Permits.** The Receiver may acquire, keep, or renew all governmental  
4 licenses, permits, or other authorizations, in the names of the Defendants, pertaining to the  
5 Estates or any business associated therewith and to do all other things necessary or appropriate to  
6 maintain and protect the Estates. Without limiting the foregoing, the Receiver may obtain any  
7 necessary temporary approvals to operate the Defendants’ businesses pursuant to OAR 845-025-  
8 1260.

9 **6. Operating Decisions.** In carrying out the Powers and Duties of the Receiver  
10 described in paragraph 3 and 4, and subject to the limitations of such Powers and Duties of the  
11 Receiver, the Receiver shall have the power to do all the things that Defendants might do in the  
12 ordinary course of their operations of the businesses related to the Estates, and shall be entitled  
13 to make operating decisions regarding the Estates, including, without limitation:

14 (a) Providing ordinary maintenance, repair, and security services for the Property and  
15 extraordinary maintenance or repair services where required;

16 (b) Procuring goods and services for the Estates where necessary;

17 (c) Consulting with, or obtaining records of, existing employees of Defendants or  
18 related parties regarding any business operations related to the Estates;

19 (d) Contracting with, or hiring, paying, directing, and discharging all persons deemed  
20 necessary by the Receiver, in its sole discretion, for the operation and maintenance of the Estates;  
21 and

22 (e) Engaging counsel, accountants, appraisers, auctioneers, brokers, contractors, or  
23 other professionals, as deemed necessary by the Receiver, in its sole discretion, the reasonable  
24 fees and expenses of whom shall be included and paid as expenses of the Receivership.

25 **7. Payment of Expenses.** The Receiver shall pay the operating expenses of the  
26 respective Estates, including administrative costs, from the income generated by the Estates.

1 Each Estate shall be responsible for paying its own operating expenses. To the extent an Estate's  
2 income is inadequate to pay its operating expenses, payment may be made from Receivership  
3 Advances made in accordance with Section 14 below or from an advance from one Estate to  
4 another Estate; provided, however, that the Receiver shall maintain accurate books and records  
5 reflecting the amounts of any such inter-Estate advances. The Receiver shall similarly pay all  
6 amounts necessary to maintain adequate property insurance and liability insurance on the  
7 Estates. Payment of loan installments or fees, payroll, payroll taxes, rent, employee benefits,  
8 utilities, insurance, taxes, accounts payable, landscaping, janitorial services, and maintenance  
9 shall not require prior approval of the Court.

10 **8. No Obligation to Complete Tax Returns.** Notwithstanding any other provision  
11 hereof, the Receiver shall be under no obligation to prepare, complete or file tax returns on behalf  
12 of the Defendants. The Receiver shall furnish the Defendants with such access to books and  
13 records within the Receiver's custody or control as reasonably may be necessary for the  
14 Defendants to complete and file state and federal tax returns on their own behalf.

15 **9. Court Actions.** The Receiver may bring and prosecute actions to recover any  
16 Property of the Estates that is in the possession of any third party.

17 **10. No Appraisal Required.** The Receiver has no duty to seek an independent  
18 professional appraisal of any Property of the Estates.

19 **11. No Personal Liability/Indemnification.** Subject to the Limitation of Liability  
20 Exceptions, no obligation incurred by the Receiver in the good faith performance of its duties in  
21 accordance with the orders of this Court, whether pursuant to any contract, by reason of any tort,  
22 or otherwise, shall be assessed against the Receiver. Rather, the recourse of any person or entity  
23 to whom the Receiver becomes obligated in connection with the performance of its duties and  
24 responsibilities shall be solely against the assets of the Estates. To the fullest extent allowed by  
25 law, the Receiver and the Receiver's agents, attorneys, consultants and employees, shall be  
26 immune from and shall be held harmless from and against any and all suits, liabilities, claims,

1 losses, lawsuits, judgments, and/or expenses, including but not limited to attorney fees, costs and  
2 monetary damages, arising out of or related to, either directly or indirectly, his, her, its or their  
3 performance of duties or obligations pursuant to the terms of this Order. Defendants will, to the  
4 extent allowable by law, indemnify the Receiver, its owners, employees, contractors, attorneys  
5 and agents against any and all claims related to the duties performed under this Order, except for  
6 cases of willful misconduct or fraud as determined by this Court. The Receiver shall have no  
7 obligation to advance its own funds to pay any costs and expenses of the Estates.

8 **12. No Obligation or Liability for Hazardous Materials.** Unless otherwise ordered  
9 by the Court, the Receiver is not obligated to undertake, and will have no liability for any  
10 remediation or cleanup with respect to hazardous materials presently existing under, on or about  
11 Property of the Estates. The Receiver is authorized, in its sole discretion, to initiate  
12 environmental due diligence, inspections, or other environmental monitoring it initiates, and  
13 shall have no liability for any hazardous materials presently existing under, on or about Property  
14 of the Estates.

15 **13. Limitations on Duties and Obligations.** The Receiver shall have no duties or  
16 obligations except for duties and obligations specifically identified in this Order. Pursuant to ORS  
17 37.110(2), upon proper notice and Court order, the powers and duties of the Receiver may be  
18 expanded, modified, or limited at any time.

19 **14. Receivership Advances.** The Receiver may request advances from the Plaintiff in  
20 such amounts as may be necessary to satisfy the costs and expenses of these receivership  
21 proceedings (each, a “**Receivership Advance**”). The Plaintiff is not and shall not be required to  
22 make or loan any Receivership Advance. The Receiver shall bear no individual obligation or  
23 responsibility for repayment of any Receivership Advance. Any such Receivership Advance will  
24 be secured by a first-priority lien on Estate property in favor of Plaintiff, subject to the lien in  
25 favor of the Receiver and its professionals as set forth in Section 19, which shall be binding,  
26 perfected, and enforceable without the necessity for any or further action by Plaintiff.



1           **15. Inventory of Estate Property; Notice to Creditors and Others.** No later than  
2 60 days after the entry of this order, the Receiver shall file schedules of all known creditors of  
3 each of the Estates, their last known addresses, the amount and nature of the claims, and an  
4 inventory of Property of the Estates (except for legal claims) and serve the schedules and  
5 inventory on all known creditors. The Receiver shall mail notice of these receivership  
6 proceedings to all known creditors, which notice must be mailed no later than 30 days after the  
7 date of appointment of the Receiver. The Receiver shall also give notice to federal and state  
8 taxing authorities, consistent with ORS 37.120.

9           **16. Claims Process.** The Receiver shall not be required to administer a claims  
10 process in these receivership proceedings at this time, but may elect to do so.

11           **17. Financial Reports.** The Receiver shall provide the Court, the parties or their  
12 counsel, if applicable, with monthly reports on the operations and financial affairs of the Estates.  
13 Each such report shall be due by the last day of the subsequent month, and shall include: (a) a  
14 narrative summary of the Receiver's activities; (b) balance sheets; (c) statements of income and  
15 expenses; (d) cash flow statements; (e) statements of accrued accounts receivable; and (f) a  
16 statement of accounts payable of the Receiver, including professional fees. The Receiver's first  
17 report shall be due by the last day of the month after his appointment. These requirements  
18 replace any reporting requirements under ORS Chapters 60 or 37.

19           **18. Compensation of Receiver.** The Receiver's compensation during the course of  
20 these receivership proceedings shall be \$450 per hour for the services of Kenneth Eiler.

21           **19. Reimbursement Procedure.** The Receiver is authorized to make payment for its  
22 fees and costs, and for the fees and costs of its professionals, by filing a notice of intent to  
23 compensate professionals and serving such notice, together with a reasonably detailed  
24 description of the time periods, services and amount requested on the special notice list  
25 maintained pursuant to ORS 37.160. If no party in interest objects to such accounting within 10  
26

1 calendar days of its filing and service, the fees and costs shall be deemed approved as being fully  
2 and finally earned without further order or leave of the Court.

3 If a party objects, the party must serve a written objection on the Receiver stating the  
4 nature and scope of the objection. Upon receipt of an objection, the Receiver and the objecting  
5 party must first attempt to resolve the objection through negotiation. If the objection cannot be so  
6 resolved, the objecting party may file its objection in Court within 30 days after the date of the  
7 objection. Any objection not filed within 30 days after the date of service of the objection is  
8 deemed waived. Only those portions of the fees, costs and expenses that are the subject of timely  
9 objections will be withheld from payment until the objection is resolved, and all other portions of  
10 the fees, costs and expenses will be deemed approved without further order or leave of the Court.  
11 The approved fees and costs of the Receiver and its professionals shall be paid from the gross  
12 receipts derived from the Estates and shall be a first priority lien on Property of the Estates with  
13 priority over all others claiming an interest or lien upon Estate property.

14 **20. Notice.** The Receiver shall comply with the notice requirements of ORS 37.160  
15 and 37.170 provided that, for good cause shown, the Receiver may request shortened time on any  
16 motion.

17 **21. Further Instructions.** The Receiver may at any time apply to this Court for  
18 further or other instructions or for modification of this Order or for further powers necessary to  
19 enable the Receiver properly to perform its duties, or for termination of the Receiver's  
20 appointment.

21 **22. Defendants' Obligations.** The Defendants and their officers, directors,  
22 managers, members, employees, agents, affiliates, and other individuals exercising or claiming to  
23 have the power to exercise control over the affairs of Defendants, as applicable, are directed to:

24 (a) cease and desist any operations on behalf of the Defendants except as otherwise  
25 requested by the Receiver, notwithstanding the language herein, ordinary course of business  
26 operations of the Defendants shall continue by the officers, directors, managers, members,

1 employees, agents, and affiliates of the Defendants, subject to supervision and/or control by the  
2 Receiver;

3 (b) assist and cooperate fully with the Receiver in the administration of the Estates  
4 and the discharge of the Receiver's duties, and comply with all orders of the Court;

5 (c) supply to the Receiver information necessary to enable the Receiver to Carry out  
6 its duties set forth herein;

7 (d) submit to examination by the Receiver, or by any other person upon order of the  
8 Court, under oath, concerning any matter relating to the Receiver's administration of the  
9 Estates; and

10 (e) comply with all reasonable instructions of the Receiver in connection with its  
11 duties.

12 **23. Other Parties' Obligations.** Defendants and their officers, directors, managers,  
13 members, employees, agents, CPAs, affiliates, affiliates, representatives and contractors and  
14 subcontractors, if any, and its employees, and all persons with actual or constructive knowledge  
15 of this order and their agents and employees, as applicable, shall turn over to the Receiver:

16 (a) Possession of Property of the Estates, including all keys, and the records, books of  
17 account, ledgers and all business records for Estate property, operating statements, and all other  
18 records, documents, insurance policies and instruments of whatever kind and nature which relate  
19 to the operation and control of any part of the Estates, wherever located and in whatever mode  
20 maintained;

21 (b) All documents that constitute or pertain to licenses, permits or governmental  
22 approvals relating to the Estates;

23 (c) All documents that constitute or pertain to insurance policies, whether currently  
24 in effect or lapsed, that relate to the Estates;

25

26

1 (d) All contracts for purchase or sale, leases and subleases, royalty agreements,  
2 licenses, purchase orders, assignments, or other agreements of any kind, whether currently in  
3 effect or lapsed, that relate to the Estates;

4 (e) Any other record, document, or information that may be needed by or requested  
5 by the Receiver;

6 (f) All rents and profits derived from the Estates, wherever and in whatever mode  
7 maintained.

8 **24. Receiver Directions Binding.** The Defendants' shareholders, officers, directors,  
9 banks, credit unions, financial institutions, credit card processors, insurance agents or  
10 underwriters, utility providers, vendors, suppliers, tradesmen, materialmen, service providers,  
11 franchisors, taxing agencies, and all government agencies and departments are hereby ordered to  
12 take direction from the Receiver regarding the licenses, permits, accounts, and contracts of  
13 Defendants as they relate to the Estates. All licenses, permits, accounts, and contracts of  
14 Defendants shall remain in full force and effect as they relate to any third party. The  
15 commencement of this Receivership shall not form a basis for any third party to terminate, annul,  
16 rescind, revoke, suspend, or otherwise frustrate the performance of any such license, permit,  
17 account, or contract.

18 **25. Utilities.** Any utility company providing services for the benefit of any of the  
19 Estates, including gas, electricity, water, sewer, trash collection, telephone, communications or  
20 similar services, shall be prohibited from discontinuing service to the Estates based upon unpaid  
21 bills incurred by Defendants. Further, such utilities shall transfer any deposits held by the utility  
22 to the exclusive control of the Receiver and shall be prohibited from demanding that the Receiver  
23 deposit additional funds in advance to maintain or secure such services.

24 **26. Mail.** The Receiver may direct that mail related to the Estates and their  
25 businesses be re-directed to the Receiver.

26

1           **27. Insurance.** The Receiver shall determine upon taking possession of Property of  
2 the Estates whether, in the Receiver's judgment, there is sufficient insurance coverage. With  
3 respect to any insurance coverage in existence or obtained, the Receiver may be named as an  
4 additional insured on the policies for the period of the Receivership. If sufficient insurance  
5 coverage does not exist, the Receiver shall promptly notify the parties to this lawsuit and shall  
6 have 30 calendar days to procure sufficient property and liability insurance on Estate property.  
7 The Receiver shall not be responsible for claims arising from the lack of procurement or inability  
8 to obtain insurance. The Receiver shall have sole authority to manage, collect, and control any  
9 insurance claim and/or any related insurance proceeds.

10           **28. Use of Funds.** The Receiver shall pay only those bills that are reasonable and  
11 necessary for the operation and protection of the Estates and shall allocate funds in the following  
12 order of priority: Receiver fees and professional fees, the costs and expense of the Estates  
13 including payroll (including indirect payroll obligations), utilities, insurance premiums, and  
14 general and special taxes or assessments and accounts payable.

15           **29. Stay Against Actions or Proceedings.** The entry of this Order appointing the  
16 Receiver shall operate as a stay, applicable to all persons, of all activities enumerated in ORS  
17 37.220(1). Without limiting the foregoing, the stay shall apply to:

18           (a) the commencement or continuation, including the issuance or employment of  
19 process, of a judicial, administrative, or other action or proceeding against any of the Estates that  
20 was or could have been commenced before the entry of the order of appointment;

21           (b) the enforcement, against any Estate property, wherever located, of a judgment  
22 obtained before the order of appointment;

23           (c) any act to obtain possession of any Estate property, wherever located, or to  
24 interfere with, or exercise control over, such property, including but not limited to any licenses  
25 owned by the Defendants and any real property leased by the Defendants;

26

1 (d) any act to create, perfect, or enforce any lien or claim against any Estate property,  
2 wherever located, except by exercise of a right of setoff, to the extent that the lien secures a claim  
3 that arose before the entry of the order of appointment; and

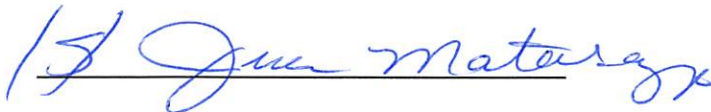
4 (e) any act to collect, assess, or recover a claim against any Property of the Estates,  
5 wherever located, that arose before the entry of the order of appointment.

6 The stay shall remain in effect until the earlier to occur of (x) the termination of these  
7 receivership proceedings, and (y) entry of an order terminating the stay.

8 **30. Termination of Receivership.** These receivership proceedings shall not be  
9 terminated, and the rights and parties subject to this order shall remain in full force, until this  
10 Court enters an order terminating these receivership proceedings. Upon discharge, the Court  
11 shall also exonerate the Bond. The Receiver's discharge shall release the Receiver from any  
12 further duties and responsibilities as Receiver.

13 **31. Jurisdiction.** This Court shall retain jurisdiction over any disputes arising from  
14 the order of appointment, these receivership proceedings, or relating to the Receiver's actions  
15 therein or to Property of the Estates, which jurisdiction shall be exclusive, and shall survive the  
16 termination of this receivership.

17  
18 **IT IS SO ORDERED**

19  
20  
21   
22  
23 S-23-23  
24  
25  
26

1 Presented By:

2 LEONARD LAW GROUP LLC

3  
4 By: 

5 Timothy A. Solomon, OSB #072573  
6 tsolomon@LLG-LLC.com  
7 Attorneys for Plaintiff

8 SO STIPULATED:

9 FARLEIGH WADA WITT

10 By: 

11 Holly C. Hayman, OSB #114146  
12 hhayman@fwwlaw.com

13 Attorneys for Defendants  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**CERTIFICATE OF READINESS**  
**(UTCRC 5.100(2))**

This proposed order or judgment is ready for judicial signature because:

- Each opposing party affected by this order or judgment has stipulated to the order or judgment, as shown by each opposing party's signature on the document being submitted.
- Each opposing party affected by this order or judgment has approved the order or judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
- I have served a copy of this order or judgment on all parties entitled to service, and:
- No objection has been served on me.
  - I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed a copy of the objections I received and indicated which objections remain unresolved.
  - After conferring about objections, [role and name of opposing party] agreed to independently file any remaining objection.
- The relief sought is against an opposing party who has been found in default.
- An order of default is being requested with this proposed judgment.
- Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (4) of this rule.

DATED: May 23, 2023

  
\_\_\_\_\_  
Timothy A. Solomon, OSB No. 072573  
Attorney for Plaintiffs