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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**JUN 09 2021**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

Attorneys for Plaintiff  
UMB BANK, N.A., as successor by merger to  
MARQUETTE TRANSPORTATION FINANCE, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

UMB BANK, N.A., a national banking  
association, as successor by merger to  
MARQUETTE TRANSPORTATION  
FINANCE, LLC

Plaintiffs,

v.

SYNRGO, INC. f/k/a DOCUMENT  
PROCESSING SOLUTIONS, INC., a  
California corporation; and Does 1 through  
50, inclusive,

Defendants.

Case No.: 30-2021-01201461-CU-BC-CJC

~~AMENDED [PROPOSED]~~ ORDER  
GRANTING *EX PARTE* APPLICATION  
OF PLAINTIFF FOR APPOINTMENT OF  
RECEIVER

Hon. Martha K. Gooding  
Department C32

Date: June 4, 2021  
Time: 9:00 a.m.  
Dept.: C32

BRYAN CAVE LEIGHTON PAISNER LLP  
1920 MAIN STREET, SUITE 1000  
IRVINE, CA 92614-7276

**ORDER**

1  
2 Before the Court is an unopposed Ex Parte Application by Plaintiff UMB Bank, N.A. for  
3 Appointment of a Receiver for Defendant Synrgo, Inc., f/k/a/ Document Processing Solutions, Inc.  
4 (“Synrgo” or the “Business”) pursuant to Code of Civil Procedure Section 564(b)(1), (6) and (9)  
5 (the “Application”). Synrgo has entered into a Stipulation with Plaintiff in which it “agrees and  
6 acknowledges that it can no longer operate as an ongoing business, and that it is presently unable to  
7 pay its debts as they come due and is insolvent within the meaning of Code of Civil Procedure  
8 section 564(b)(6). Synrgo voluntarily agrees to the appointment of a receiver to take complete  
9 control of its business and wind down its business, and agrees such relief is necessary to grant UMB  
10 the relief to which it is entitled under [an assignment/security agreement between Synrgo and UMB]  
11 and by operation of law.” Stipulation ¶ K.

12 The Court held a hearing on the Ex Parte Application on June 9, 2021, at which counsel for  
13 all parties, as well as counsel for a number of other interested non-parties, appeared and were  
14 provided an opportunity to be heard.

15 For good cause shown, the Court GRANTS the Application and ORDERS as follows:

16 1. Appointment of Receiver. **Douglas Wilson (the “Receiver”) of Douglas Wilson**  
17 **Companies (“DWC”) is appointed as receiver for Synrgo, effective immediately upon the**  
18 **entry of this Order and the filing of an oath and posting of a bond by the Receiver in the**  
19 **amount of \$25,000.**

20 2. Receiver’s Powers and Duties. The Receiver is hereby authorized and empowered  
21 to do the following:

22 (a) Management. The Receiver shall manage and oversee the operations of Synrgo,  
23 including, if and as he deems necessary and appropriate, taking steps necessary to properly wind  
24 down Synrgo’s business, with due regard for the rights of all of Synrgo’s creditors.

25 (b) Access. The Receiver shall be granted full access to Synrgo’s premises, including  
26 its accounting and computer systems, to perform Receiver’s duties. The Receiver may engage a  
27 locksmith for the purpose of gaining entry or access to any locked offices, drawers, cabinets, safe  
28

1 deposit boxes and the like found on Synrgo premises, if necessary to obtain documents to which the  
2 Receiver is entitled under this Order.

3 (c) Possession of Property. The Receiver shall take immediate and exclusive possession  
4 and control of all the assets owned by Synrgo and used in connection with its business, including,  
5 without limitation, Synrgo's accounts receivable, inventory, bank accounts, real property (including  
6 the real property defined in subsection (e) below), equipment, and proceeds thereof (collectively,  
7 the "Property").

8 (d) Protect Value of Property. The Receiver may take all actions he deems necessary to  
9 safeguard, preserve, protect, and maximize the value of the Property and the Business; to operate,  
10 sell, liquidate, and/or wind down the business, as the Receiver, in his discretion and business  
11 judgment, deems appropriate and, where necessary, as approved by the Court. This includes, by  
12 way of example, making all personnel decisions; entering into and terminating any and all contracts  
13 and agreements relating to the Business; acting under any license or permit issued to Synrgo in  
14 connection with the operation of the Business, if and as permitted by the license or permit; marketing  
15 and selling all or any portion of the Property in accordance with the limitations set forth herein; and  
16 collecting all receivables directly and/or through one or more of the Receiver's agents. The Receiver  
17 is entitled to have access to all information in the possession, custody or control of Synrgo or its  
18 agents, representatives, or employees that pertains to the Property and the Business, as well as access  
19 to all of Synrgo's business premises and offices.

20 (e) Sale of Real Property. The Receiver is authorized to market the following real  
21 property owned by Synrgo for sale:

- 22 i. 590 W. Lambert Rd. Brea, CA 91765
- 23 ii. 595 Vanguard Way, Brea, CA 91765
- 24 iii. 1210 Nevada Street, Redlands, CA 92374

25 The real property referenced above is collectively referred to as the "Real Property." The Receiver  
26 may engage a professional real estate broker to market and assist with the sale of the Real Property  
27 on behalf of, and in the name of, Synrgo. However, no sale shall be made without first obtaining  
28 Court approval pursuant to a noticed motion.

1 (f) Collection and Disbursements. The Receiver is authorized to demand, collect and  
2 receive all monies, funds, and payments arising from or in connection with the operations of Synrgo  
3 and to review and approve disbursements in the ordinary course of business, consistent with the  
4 cash flow budget to be prepared as set forth below.

5 (g) Representative. The Receiver shall serve as the representative of Synrgo for all  
6 communications and negotiations with Synrgo's vendors, customers, employees, lenders, creditor  
7 committees, Court officials, attorneys, and other service providers.

8 (h) Receiver's Agent. The Receiver may hire such agents, independent contractors, and  
9 employees as may reasonably be needed to assist the Receiver in managing the Property (including,  
10 without limitation, DWC), provided (i) the amount of the compensation paid to such agents,  
11 independent contractors, and employees must be reasonable and comparable to that charged by  
12 similar individuals or companies for similar services; and (ii) the identity of all such agents,  
13 independent contractors and employees and the amounts being paid to them (including the basis of  
14 such amounts, e.g., hourly rates) are fully disclosed to the Court.

15 (i) Receiver's Counsel. The Receiver may hire independent legal counsel, if needed by  
16 the Receiver to properly discharge his duties, and may pay such counsel for their services at rates  
17 the Receiver reasonably ascertains to be reasonable, customary, and appropriate for the nature,  
18 extent, and scope of the services provided. Payments to counsel shall be made pursuant to Section  
19 3 below.

20 (j) Existing Bank Accounts. The Receiver is authorized to request information from  
21 any financial institution concerning accounts held by Synrgo. Receiver is further authorized to issue  
22 notices to any financial institution for the freezing and turnover of funds the Receiver has determined  
23 are funds belonging to Synrgo and related to or arising from the Property. To the extent clarification  
24 of the Receiver's powers with respect to this subdivision (or any other portion of this Order) is  
25 necessary, the Receiver shall seek such clarification from the Court on noticed motion or, if  
26 circumstances warrant, by ex parte application.

27 (k) Establishment of Bank Accounts. The Receiver may establish bank accounts in the  
28 name of Synrgo for the deposit of monies and funds collected and received in connection with his

1 duties as Receiver, at any federally-insured banking institution(s) or savings association(s) that are  
2 located within California and are not a party to this action. The Receiver shall take steps to ensure  
3 that any and all funds deposited in such institutions or associations are federally insured.

4 (l) Utility Services and Deposits. The Receiver may issue requests/demands in the name  
5 of Synrgo to public utilities that provide services to the Property to transfer such services to the  
6 name of the Receiver (acting on behalf of Synrgo), and to transfer any and all of Synrgo's right, title  
7 or interest to any deposits held by the utility to the Receiver.

8 (m) Post Office Box. The Receiver may take all steps reasonably necessary to retrieve,  
9 collect and review all mail addressed to Synrgo or sent to Synrgo's address and may instruct the  
10 United States Postmaster to reroute, hold and/or release said mail only to the Receiver at the  
11 Receiver's office address.

12 (n) Source of Revenue. The Receiver shall identify all revenue sources of any kind  
13 related to Synrgo's business, be they rent, fees, royalties, or otherwise, and make demand upon all  
14 payees, lessees, and tenants to remit all sums due and payable to Synrgo, including future sums due  
15 and past-due balances, solely to the Receiver at his office address.

16 (o) Advances by Lender. The Receiver may seek and obtain advances from Plaintiff  
17 (though this Order in no way obligates Plaintiff to make any such advances) of such funds as the  
18 Receiver determines are necessary to pay the operating expenses of the receivership estate,  
19 Receiver's fees and costs, and the costs needed for the Receiver to perform his duties as Receiver.  
20 The repayment of such advances, including issuance of Receiver's Certificates and priority (if any)  
21 for repayment of such funds, may be addressed by a further application to the Court on noticed  
22 motion or, if circumstances warrant and in conformance with all applicable statutes and rules of  
23 court, a further ex parte application.

24 (p) Operating Budget. Within thirty (30) days of the date of Receiver's appointment,  
25 Receiver shall prepare and file with the Court (and provide a copy to all interested parties that have  
26 requested notice, pursuant to a procedure to be established by the Receiver) a projected annualized  
27 operating budget for the Property, based upon operating data obtained from Synrgo and other  
28 sources.

1 (q) Distribution of Funds. Receiver shall not distribute any funds to any creditor without  
2 first obtaining approval from this Court by noticed motion or, if circumstances warrant, ex parte  
3 application.

4 (r) Monthly Reporting. Beginning on the 15th day of the month following entry of this  
5 Order, and thereafter on the 15<sup>th</sup> day of each month, the Receiver shall provide to all parties to this  
6 action, and other interested parties that have requested the Receiver to provide them notice, a  
7 computerized monthly summary of revenues and disbursements on a “cash reporting basis,” as that  
8 term is commonly understood within the accounting profession. Upon conclusion of the  
9 receivership, Receiver shall file with the Court and serve on all parties and all other interested parties  
10 that have requested notice a final summary accounting for the full term of the receivership. **Within**  
11 **ten days of the date of this Order, the Receiver shall submit to the Court, via ex parte**  
12 **application, a proposed addendum to this Order outlining a proposed mechanism for**  
13 **identifying potentially interested parties of the receivership and providing them the**  
14 **opportunity to request and receives notices as provided in this Order.**

15 (s) Inventory. Within 30 days of the date hereof, the Receiver shall file with the Court  
16 and serve on all parties to this action and all other interested parties that have requested notice, an  
17 inventory of the Property.

18 (t) Monthly Reports. Commencing 30 days from the date of this Order, the Receiver  
19 shall each month prepare and serve on the parties, and all other interested parties that have requested  
20 notice, and shall also file with the Court, a narrative report of events and an accounting of the income  
21 and expenses incurred in the administration of the Property, including (without limitation) the fees  
22 and expenses incurred by the Receiver, by DWC, and by any counsel retained by the Receiver.

23 3. Receiver’s Fees. The Receiver may charge an hourly rate not to exceed \$475 per  
24 hour for his services. In addition, Receiver is authorized to reimburse himself for his reasonable  
25 out-of-pocket expenditures (supported by written documentation), as well as any support staff  
26 Receiver may reasonably need to perform his duties as Receiver, including employees who  
27 directly assist the Receiver in carrying out his duties, whether employed directly by the Receiver  
28 or employed by agents, property managers, or independent contractors. Receiver and his agents,

1 employees, clerks, accountants, property managers, consultants and legal counsel shall be paid on  
2 a monthly basis as provided herein. To be paid (or to make such payments to others), the Receiver  
3 must file a detailed statement of account with the Court – and shall also serve a copy on all parties  
4 and all other interested parties that have requested notice – each month identifying with  
5 particularity the time and out of pocket expenses incurred in the preceding calendar month by each  
6 person or entity the Receiver proposes to pay. If no objection thereto is filed and served on or  
7 within fifteen (15) days following service thereof, the Receiver may pay such statement of  
8 account. If an objection is timely filed with the Court and served, the Receiver shall contact the  
9 Court’s clerk in Department C32 to arrange for a hearing date, and such statement of account shall  
10 not be paid absent further order of the Court. In the event objections are timely made to fees and  
11 expenses, the objected-to fees and expenses will be paid within ten (10) days of entry of a Court  
12 order adjudicating the matter or such other time as the Court may order. Subject to the conditions  
13 in this paragraph or any order to the contrary from the Court, the Receiver’s fees shall be paid first  
14 from any operating revenue of Synrgo. If the operating revenue of Synrgo is insufficient to pay  
15 the Receiver’s fees for any given month, any balance shall be paid by Plaintiff.

16 4. Cooperation with Receiver. Synrgo, and all of its directors, officers, employees,  
17 agents, and shareholders, and all other persons acting on its instructions or its behalf, shall fully  
18 cooperate with Receiver to (a) provide immediate and continued access (including access to any  
19 electronic data stored in Synrgo’s computer systems) to any and all of the Property, including  
20 (without limitation) all information related in any way to invoicing and accounts receivable  
21 management and collection; (b) advise Receiver of the existence of any books, documents,  
22 securities, contracts, orders, corporate and accounting records, and any other papers, records, or  
23 information of any kind related to the Property, accounts, accounts receivable, proceeds of the  
24 foregoing, invoicing, collections, and any other matter within the scope of the Receiver’s authority  
25 hereunder; and (c) disclose to Receiver the location and identity of any and all Property and  
26 accounts. Notwithstanding the foregoing, Synrgo’s counsel, OKeefe & Associates Law  
27 Corporation, P.C. and Lee & Keary, are authorized to apply any retainer balances held by it  
28 against any unpaid fees and costs incurred prior to entry of this Order before turning over the net

1 balance of such retainers to the Receiver.

2           5.    Tax Identification. Plaintiff shall promptly provide the Receiver with all tax  
3 identification numbers known to it to have been used in connection with the operation of Synrgo.  
4 The Receiver may use those tax identification numbers during the course of the receivership or, at  
5 his discretion, may obtain new tax identification numbers.

6           6.    Plaintiff's Notification of Termination. Plaintiff shall notify the Receiver in  
7 writing within 48 hours of any event that comes within Plaintiff's knowledge that terminates the  
8 receivership.

9           7.    Receiver's Final Report and Account and Discharge. Discharge of the Receiver  
10 shall require a Court order, issued upon noticed motion, for approval of the Receiver's Final  
11 Report and Account, exoneration of the Receiver's bond, and discharge of the Receiver. Not later  
12 than 60 days after the receivership terminates, the Receiver shall file, serve on the parties and on  
13 all other interested parties that have requested notice, and obtain a hearing date on a motion for  
14 discharge of the Receiver and approval of the Receiver's Final Report and Account. The  
15 Receiver's motion to approve the Final Report and Account and for discharge of the Receiver  
16 shall contain one or more declarations containing admissible evidence: (i) stating what actions  
17 were taken during the receivership, (ii) certifying the accuracy of the final accounting, and (iii)  
18 stating the basis for the termination of the receivership (e.g., foreclosure or reinstatement).

19           8.    Court Instructions. The Receiver, the parties, or any other individual or entity with  
20 standing to do so, may on noticed motion or, where circumstances warrant, on an *ex parte* basis,  
21 petition this Court for further instructions, for further orders, and/or for clarification or amendment  
22 of any of the provisions of this Order.

23           9.    Court Permission for Suit. No individual or entity may sue the Receiver in  
24 connection with his performance of his duties as Receiver under this Order (and any amendments  
25 or addenda thereto) without first obtaining the permission of this Court. [*Vitug v. Griffin*, 214 Cal.  
26 App. 3d 488, 492-93 (1989) ("The rule requiring court permission to sue a receiver stems from  
27 Code of Civil Procedure section 568[,] . . . which has uniformly been interpreted as requiring a  
28 claimant suing a receiver to seek court permission.").]



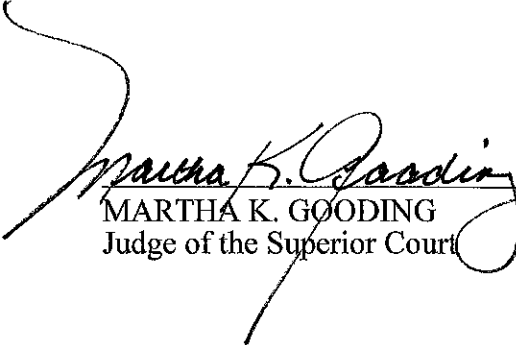
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10. No Recourse. Except as set forth in Paragraph 11 below, the Receiver is acting solely in his capacity as receiver and no risk, obligation, or expense incurred shall be the personal risk, obligation, or expense of Receiver, but shall instead be the risk, obligation or expense of the receivership estate. Nothing in this paragraph is intended to relieve the Receiver of responsibility for any grossly negligent or wrongful acts or omission of the Receiver or the Receiver's employees, representatives, or agents, any acts of the Receiver or his agents outside the scope of his engagement or authority, or any act by the Receiver in violation of this Order

11. Indemnity. Synrgo and Plaintiff shall indemnify and hold Receiver and his agents harmless from and against any and all claims, losses, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising in connection with the Receiver's services, unless resulting from (a) the grossly negligent or wrongful acts or omissions of Receiver or Receiver's employees or agents, (b) any acts of the Receiver or his agents outside the scope of his engagement or authority, or (c) any breach of this Order by the Receiver.

**IT IS SO ORDERED.**

Dated: 6/9/2021

  
MARTHA K. GOODING  
Judge of the Superior Court