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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNT OF MARICOPA

State of Arizona for itself and on Behalf
of Victims of Sherman Eugene Unkefer,
III, and Listed in Exhibit A, Attached
Hereto;

Plaintiff,

v.

1. Sherman Eugene Unkefer, III, an
unmarried person;
2. Laundry Unkefer, a unmarried person;
3. Grant Teeple and Jane Doe Teeple,
husband and wife;
4. Todd Hall and Jane Doe Hall,
husband and wife;
5. Teeple Hall, LLP, a limited liability
partnership;
6. Mango Trust, a legal entity;

NO. CV CV2014-006765

ORDER APPOINTING RECEIVER

1 7. Co-Trustees of Mango Trust, a legal
2 entity: Todd D. Hall and Jane Doe Hall,
3 husband and wife, Theresa Lee and John
4 Doe Lee, wife and husband, dba Summit
Trust Company, and Adrian Taylor and
Jane Doe Taylor, dba Asia Citi Trust, and
Mango Ltd.;

5 8. Jean-Luc Merat and Jane Doe Merat,
6 husband and wife, Fiduciaria Safidev,
S.A., a legal entity, Protector;

7 9. Jerry Whitmore and Jane Doe
8 Whitmore, husband and wife;

9 10. Richard and Karol O'Brien, husband
and wife;

10 11. Derrick Raynes and Alexandria
11 "Alexa" Monique Unkefer Raynes,
husband and wife;

12 12. XanGo, LLC., a limited liability
13 company, and Unidentified Principals
and Executives, including ABC
14 Partnerships 1-20, DEF Corporations 1-
20, XYZ Limited Liability Companies 1-
20, John Does 1-20, and Jane Does 1-20,

15 Defendants.
16

17 The Court, having considered the record in this case, specifically including the
18 Verified Complaint and the Certificate of Public Interest,

19 THE COURT HEREBY FINDS Plaintiff has met its burden under A.R.S. § 13-
20 2314(C); § 44-1007 (4)(b) and (c); § 12-1242; and Rule 66 Arizona Rules of Civil
21 Procedure and is therefore entitled to have a receiver appointed.
22

1 THE COURT FURTHER FINDS that no other adequate remedy is given by law
2 for the protection and preservation of the property or the rights of victims described in
3 the pending litigation, and that the provisions of Rule 65, Ariz. R. Civ. P., do not apply,
4 and other good cause appearing:

5 *[A. APPOINTMENT]*

6 IT IS ORDERED that [Name of Receiver] is appointed Receiver for Mango
7 Trust and all of its entities specifically including:

8 X-1, LLC; Magic Wand Services, LLC; Occidental Resources Group,
9 LP; Occidental Management Group which owns the remaining 2% of
10 Occidental Resources Group, LP (ORG); E.A.P. Trust which owns
11 International Marketing Systems, which owns G.M.S. LLC, a Xango,
12 LLC Distributorship operating overseas but under the umbrella of X-1,
13 Inc./X-1, LLC to conduct foreign sales and financial transactions;
14 Catshaker Family Trust, Inc.; SLADUR, owned by O.R.G. and managed
15 by Laundry Unkefer; Black Rock, Inc.; and X-1 Global, LLC,

16 ("Receivership Defendants") and any affiliates or subsidiaries controlled by the
17 Receivership Defendants, and of all Receivership Assets, with the full power of an
18 equity receiver. The Receiver shall be the agent of the Court and shall be accountable
19 directly to this Court. This Court hereby asserts exclusive jurisdiction and takes
20 exclusive possession of all of the property owned by, controlled by, or in the name of
21 any of the Receivership Defendants, including all monies, securities, inventory, and
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1 properties, real or personal, tangible and intangible, of whatever kind and description
2 and wherever situated ("Receivership Assets").

3 *[B. BOND]*

4 **IT IS FURTHER ORDERED** that the Receiver shall, within ten days of the
5 entry of this order, file with the Clerk of this Court a bond in the sum of \$
6 with sureties to be approved by the Court, conditioned that the Receiver will well and
7 truly perform the duties of the office and abide by and perform all acts the Court
8 directs. Arizona Rules of Procedure 66(a) provides that if the application to appoint a
9 receiver is served without notice:

10 the applicant shall file in the court a bond in such amount as the court shall
11 fix, with such surety as the court shall approve, conditioned to indemnify
12 the defendant for such costs, and all damages as may be occasioned by the
seizure, taking and detention of the defendant's property.

13 However, Arizona Rules of Procedure 67(f) provides that if the applicant is the
14 state of a county, then the applicant is not, "... required to give security for costs."

15 **IT IS FURTHER ORDERED** no bond from the Maricopa County is required.

16 *[C. RECEIVERSHIP DUTIES]*

17 **IT IS FURTHER ORDERED** that the Receiver is directed and authorized to:

- 18 1. Assume full control of the Receivership Defendants by removing, as the
19 Receiver deems necessary or advisable, any director, officer, independent contractor,
20 employee, or agent of any of the Receivership Defendants, from control of,
21 management of, or participation in, the affairs of the Receivership Defendants;

2. Take exclusive custody, control and possession of all Receivership Assets and all documents and other records belonging to or pertaining to the Receivership Defendants ("Receivership Records"). The Receiver shall have full power to divert mail and to sue for, collect, receive, take in possession, hold, and manage all assets and document of the Receivership Defendants and other persons or entities whose interests are now held by or under the direction, possession, custody, or control of the Receivership Defendants. XanGo, LLC, shall pay to and the Receiver shall receive and collect the stream of revenue related to XanGo Distributorship number 1777661 and all other subsidiary XanGo Distributorships including those controlled by E.A.P. Trust;

3. Enter and take all steps necessary to secure any premises, wherever located or situated, in order to take possession, custody or control of, or to identify the location or existence of any Receivership Assets or Receivership Records including without limitation the following premises:

Real property commonly referred to as 6521 E. Gary Road., Scottsdale, Arizona 85254, and more particularly described as Lot 31, Casa Del Oeste Unit Two, according to Book 115 of Maps, Page 30, records of Maricopa County, Arizona.

Such steps may include, but are not limited to, the following as the Receiver deems necessary or advisable: (a) serving and filing this Order; (b) completing a written inventory of all assets of the Receivership Defendants; (c) obtaining pertinent information from all employees and other agents of the Receivership Defendants,

1 including, but not limited to, the name, home address, social security number, job
2 description, method of compensation, and all accrued and unpaid commissions and
3 compensation of each such employee or agent; (d) videotaping all portions of the
4 location; (e) securing the location by changing the locks or other security devices and
5 disconnecting any computer modems or other means of access to the computer or other
6 records maintained at that location; or (f) requiring any persons present on the premises
7 at the time this Order is served to leave the premises, to provide the Receiver with proof
8 of identification, or to demonstrate to the satisfaction of the Receiver that such persons
9 are not removing from the premises documents or assets of the Receivership
10 Defendants;

11 4. To the extent necessary to maintain the peace and upon request of the
12 Receiver, any peace officer of this State is authorized and directed to assist the Receiver
13 in order to carry out his duties and to take possession, custody or control of
14 Receivership Assets and Receivership Records, including but not limited to the
15 Receiver's right and authority to (a) enter into and secure any premises, property or real
16 estate, wherever located or situated, in order to take possession, custody or control of or
17 to identify the location or existence of any Receivership Assets and Receivership
18 Records, (b) take actual or constructive possession, custody and control of any
19 Receivership Assets or Receivership Records, (c) secure or remove the personal
20 property of any third party that is located in or on any premises or real estate
21 constituting a Receivership Asset, (4) remove any person or that person's property from
22

1 any premises or real estate constituting a Receivership Asset whose claim of a right to
2 have property located at or to be on or possess such premises or real estate is not
3 evidenced by a written lease agreement with the owner of such premises or real estate
4 and (d) remove any person from any premises or real estate constituting a receivership
5 asset that attempts to interfere with the Receiver, his attorneys or agents in the
6 performance of their duties as Receiver.

7 5. Conserve, hold, and manage all assets of the Receivership Defendants,
8 and perform all acts necessary or advisable to preserve the value of those assets in order
9 to prevent any irreparable loss, damage, or injury to consumers or creditors of the
10 Receivership Defendants, including, but not limited to, obtaining an accounting of the
11 assets and preventing transfer, withdrawal, or misapplication of assets;

12 6. Enter into contracts and purchase insurance as advisable or necessary;

13 7. Prevent the inequitable distribution of assets and determine, adjust, and
14 protect the interests of consumers and creditors who have transacted business with the
15 Receivership Defendants;

16 8. Manage and administer the business of the Receivership Defendants until
17 further order of this Court by performing all incidental acts that the Receiver deems to
18 be advisable or necessary, which includes retaining, hiring, or dismissing any
19 employees, independent contractors, or agents; however, no assets or funds shall be
20 distributed, paid, or provided in any manner to Sherman E. Unkefer, III pursuant to an
21 Employment Agreement dated January 1, 2010, or any other similar contract or
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1 obligation without further order of this Court; no assets or funds shall be distributed,
2 paid, or provided in any manner to Laundry Unkefer pursuant to a Management
3 Agreement dated January 2, 2008, or any other similar contract or obligation without
4 further order of this Court; no assets or funds shall be distributed, paid, or provided in
5 any manner to Teeple Hall, LLP or any member of the law firm, Todd D. Hall, Adrian
6 Taylor, d.b.a. Asia Citi Trust and Mango Ltd, and Theresa Lee, d.b.a. Summit Trust
7 Company, as trustees for Mango Trust or any subordinate entity pursuant to a Trust
8 Agreement or any other similar contract or obligation without further order of this
9 Court;

10 9. Choose, engage, and employ attorneys, accountants, appraisers, and other
11 independent contractors and technical specialists, as the Receiver deems advisable or
12 necessary in the performance of duties and responsibilities under the authority granted
13 by this Order;

14 10. Make payments and disbursements from the Receivership Assets that are
15 necessary or advisable for carrying out the directions of, or exercising the authority
16 granted by, this Order. The Receiver shall apply to the Court for prior approval of any
17 payment of any debt or obligation incurred by the Receivership Defendants prior to the
18 date of entry of this Order, except payments that the Receiver deems necessary or
19 advisable to secure assets of the Receivership Defendants, such as rental payments;

20 11. Institute, compromise, adjust, appear in, intervene in, or become party to
21 such actions or proceedings in state, federal or foreign courts that the Receiver deems

1 necessary and advisable to preserve or recover the assets of the Receivership
2 Defendants, or that the Receiver deems necessary and advisable to carry out the
3 Receiver's mandate under this Order;

4 12. Defend, compromise, adjust, or otherwise dispose of any or all actions or
5 proceedings instituted in the past or in the future against the Receiver in his role as
6 Receiver, or against the Receivership Defendants that the Receiver deems necessary
7 and advisable to preserve the assets of the Receivership Defendants or that the Receiver
8 deems necessary and advisable to carry out the Receiver's mandate under this Order;

9 13. Continue to conduct the business of the Receivership Defendants in such
10 a manner, to such extent, and for such duration as the Receiver may in good faith deem
11 to be necessary or appropriate to operate the business profitably and lawfully, if at all;
12 provided, however, that the continuation and conduct of the business shall be
13 conditioned upon the Receiver's good faith determination that the businesses can be
14 lawfully operated at a profit using the assets of the receivership estate;

15 14. Issue subpoenas to obtain documents and records pertaining to the
16 receivership, and conduct discovery in this action on behalf of the receivership estate;

17 15. Open one or more bank accounts as designated depositories for funds of
18 the Receivership Defendants. The Receiver shall deposit all funds of the Receivership
19 Defendants in such a designated account and shall make all payments and
20 disbursements from the receivership estate from such an account;

21 16. Maintain accurate records of all receipts and expenditures that he makes
22

1 as Receiver; and

2 17. Cooperate with reasonable requests for information or assistance from any
3 state or federal law enforcement agency.

4 *[D. TURN OVER TO THE RECEIVER]*

5 **IT IS FURTHER ORDERED** that:

6 1. Immediately upon receiving notice of this Order, or within such period as
7 may be permitted by the Receiver, Defendants or any other person or entity receiving
8 notice of this order shall transfer or deliver to the Receiver possession, custody, and
9 control of all Receivership Assets, all Receivership Records, and all assets belonging to
10 members of the public now held by the Receivership Defendants;

11 2. The Defendants shall fully cooperate with and assist the Receiver, which
12 shall include, but not be limited to, providing information to the Receiver that the
13 Receiver deems necessary to exercising the authority and discharging the
14 responsibilities of the Receiver under this Order; providing any password required to
15 access any computer, electronic file, or telephonic data in any medium; advising all
16 persons who owe money to the Receivership Defendants that all debts should be paid
17 directly to the Receiver; and provide to the Receiver all keys and codes necessary to
18 gain or to secure access to any Receivership Assets or Receivership Records.

19 3. All banks, broker-dealers, savings and loans, escrow agents, title
20 companies, commodity trading companies, or other financial institutions shall cooperate
21 with all reasonable requests of the Receiver relating to implementation of this Order,

1 including transferring funds at his direction and producing records related to the assets
2 of the Receivership Defendants.

3 *[E. INJUNCTIVE RELIEF AS TO DEFENDANTS]*

4 **IT IS FURTHER ORDERED** that Defendants named in the caption are hereby
5 restrained and enjoined from directly or indirectly:

- 6 1. Transacting any of the business of the Receivership Defendants;
- 7 2. Destroying, secreting, defacing, transferring, or otherwise altering or
8 disposing of any documents of the Receivership Defendants, including, but not limited
9 to, books, records, accounts, writings, drawings, graphs, charts, photographs, audio and
10 video recordings, computer records, and other data compilations, electronically-stored
11 records, or any other papers of any kind or nature;
- 12 3. Transferring, receiving, altering, selling, encumbering, pledging,
13 assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the
14 possession or custody of, or in which an interest is held or claimed by, the Receivership
15 Defendants, or the Receiver;
- 16 4. Excusing debts owed to the Receivership Defendants;
- 17 5. Failing to notify the Receiver of any asset, including accounts, of a
18 receivership defendant held in any name other than the name of the receivership
19 defendant, or by any person or entity other than the receivership defendant, or failing to
20 provide any assistance or information requested by the Receiver in connection with
21 obtaining possession, custody, or control of such assets;

1 6. Doing any act or refraining from any act whatsoever to interfere with the
2 Receiver's taking custody, control, possession, or managing of the assets or documents
3 subject to this receivership; or to harass or interfere with the Receiver in any way; or to
4 interfere in any manner with the exclusive jurisdiction of this Court over the assets or
5 documents of the Receivership Defendants; or to refuse to cooperate with the Receiver
6 or the Receiver's duly authorized agents in the exercise of their duties or authority
7 under any order of this Court; or

8 7. Filing, or causing to be filed, any petition on behalf of the Receivership
9 Defendants for relief under the United States Bankruptcy Code, 11 U. S. C. § 101et
10 seq., without prior permission from this Court.

11 *[F. STAYS OF ACTIONS]*

12 **IT IS FURTHER ORDERED** that except by leave of this Court, during
13 pendency of the receivership ordered herein, the defendants, and all other persons and
14 entities be and hereby are stayed from taking any action to establish or enforce any
15 claim, right, or interest for, against, on behalf of, in, or in the name of, any of the
16 Receivership Defendants, any of their subsidiaries, affiliates, partnerships, assets,
17 documents, or the Receiver or the Receiver's duly authorized agents acting in their
18 capacities as such, including, but not limited to, the following actions:

19 1. Commencing, prosecuting, continuing, entering, or enforcing any suit or
20 proceeding, except that such actions may be filed to toll any applicable statute of
21 limitations; specifically excluded from this provision is participation in ongoing

1 litigation in *State v. Unkefer* CR 0162706-001, however no assets of the Mango Trust or
2 any subsidiary entity shall pay any of the fees and costs associated with the ongoing
3 litigation;

4 2. Accelerating the due date of any obligation or claimed obligation; filing
5 or enforcing any lien; taking or attempting to take possession, custody, or control of any
6 asset; attempting to foreclose, forfeit, alter, or terminate any interest in any asset,
7 whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise;

8 3. Executing, issuing, serving, or causing the execution, issuance or service
9 of, any legal process, including, but not limited to, attachments, garnishments,
10 subpoenas, writs of replevin, writs execution, or any other form of process whether
11 specified in this Order or not; or

12 4. Doing any act or thing whatsoever to interfere with the Receiver taking
13 custody, control, possession, or management of the assets or documents subject to this
14 receivership, or to harass or interfere with the Receiver in any way, or to interfere in
15 any manner with the exclusive jurisdiction of this Court over the assets or documents of
16 the Receivership Defendants.

17 5. Except as otherwise provided in this Order, all persons and entities in
18 need of documentation from the Receiver shall in all instances first attempt to secure
19 such information by submitting a formal written request to the Receiver, and, if such
20 request has not been responded to within thirty (30) days of receipt by the Receiver, any
21 such person or entity may thereafter seek an Order of this Court with regard to the relief
22

1 requested.

2 *[G. COMPENSATION OF RECEIVER]*

3 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by the
4 Receiver as herein authorized, including counsel to the Receiver and accountants and
5 investigators, are entitled to reasonable compensation for the performance of duties
6 pursuant to this Order and for the cost of expenses incurred by them, to be paid from the
7 Receivership Assets. The Receiver shall file with the Court and serve on the parties
8 periodic requests for the payment of compensation to be paid to the Receiver or to his
9 attorneys, accountants, or investigators.

10 Done this 16 day of April, 2014,

11
12 DOUGLAS L. RAYES

13 By the Court
14 Maricopa County Superior Court
15 DOUGLAS L. RAYES
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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNT OF MARICOPA

State of Arizona for itself and on Behalf
of Victims of Sherman Eugene Unkefer,
III, and Listed in Exhibit A, Attached
Hereto;

Plaintiff,

v.

1. Sherman Eugene Unkefer, III, an
unmarried person;
2. Laundry Unkefer, a unmarried person;
3. Grant Teeple and Jane Doe Teeple,
husband and wife;
4. Todd Hall and Jane Doe Hall,
husband and wife;
5. Teeple Hall, LLP, a limited liability
partnership;
6. Mango Trust, a legal entity;

NO. CV

EXHIBIT

(Filed Under Seal)

1 7. Co-Trustees of Mango Trust, a legal
2 entity: Todd D. Hall and Jane Doe Hall,
3 husband and wife, Theresa Lee and John
4 Doe Lee, wife and husband, dba Summit
Trust Company, and Adrian Taylor and
Jane Doe Taylor, dba Asia Citi Trust, and
Mango Ltd.;

5 8. Jean-Luc Merat and Jane Doe Merat,
6 husband and wife, Fiduciaria Safidev,
S.A., a legal entity, Protector;

7 9. Jerry Whitmore and Jane Doe
8 Whitmore, husband and wife;

9 10. Richard and Karol O'Brien, husband
and wife;

10 11. Derrick Raynes and Alexandria
11 "Alexa" Monique Unkefer Raynes,
husband and wife;

12 12. XanGo, LLC., a limited liability
13 company, and Unidentified Principals
and Executives, including ABC
14 Partnerships 1-20, DEF Corporations 1-
20, XYZ Limited Liability Companies 1-
20, John Does 1-20, and Jane Does 1-20,

15 *In Personam* Defendants.

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18 The Motion seeks the appointment of a Receiver to Marshal the real property and
19 financial assets, as described herein, of Mango Trust, by and through Teeple Hall, LLP
20 and all of its entities which conduct business with the below described financial
21 institutions, specifically including:

- 1 1. X-1, LLC;
- 2 2. Magic Wand Services, LLC;
- 3 3. Occidental Resources Group, LP;
- 4 4. Occidental Management Group which owns the remaining 2% of:
- 5 Occidental Resources Group, LP (ORG);
- 6 5. SLADUR Enterprises owned by O.R.G. and managed by Laundry Unkefer;
- 7 6. E.A.P. Trust which owns:
- 8 International Marketing Systems which owns:
- 9 G.M.S. LLC, a Xango, LLC Distributorship operating overseas but under the
- 10 umbrella of X-1, Inc./X-1, LLC to conduct foreign sales and financial transactions
- 11 7. Catshaker Family Trust, Inc.;
- 12 8. Black Rock, Inc.;
- 13 9. X-1 Global, LLC.

14 **I. Real Property To Be Managed By The Receiver:**

15 Gary Road

16 Real property commonly referred to as 6521 E. Gary Rd., Scottsdale, AZ
17 85254, and more particularly described as Lot 31, Casa Del Oeste Unit
18 Two, according to Book 115 of Maps, Page 30, records of Maricopa
County, Arizona.

19 **II. Financial Accounts To Be Managed By The Receiver:**

20 Any and all financial accounts found in the name of the above described entities
21 and located in the following financial institutions doing business within Arizona. Each of
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1 these financial institutions has a physical address within Arizona. The address provided,
2 if it is in a location outside of Arizona, is provided at the request of the financial
3 institution in order to benefit from a central clearing house for handling subpoenas, which
4 is the likely place to communicate with appropriate representatives to accomplish the
5 purpose of the application.

6 Desert Schools Federal Credit Union
2500 N 44th St.
7 Phoenix, AZ 85008, (602)335-8320

8 JP Morgan Chase Bank
7610 W. Washington St. Fl. 1
9 Indianapolis, IN 46231,
FAX: (317) 757-7421, PH: (800) 935-9935, PH: (317) 757-7422
10

11 Capital One Bank
15000 Capital One Drive
12 Richmond, VA 23238-1119
Phone: 1-804-284-2424 subpoena@capitalone.com
13

14 Wells Fargo Bank
100 West Washington St
15 Phoenix AZ 85003
Subpoena Processing Department
16 MAC S3928-020, P.O. Box 29728
Phoenix, AZ 85038
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19 III. Revenue To Be Received By The Receiver

20 XanGo, LLC., 2889 Ashton Blvd, Lehi, Utah 84043 Telephone 877.469.2646,
21 pays funds to Mango Trust at least monthly, with larger sums paid quarterly, pursuant to
22

1 contract and the policies and procedures of the Distributors Manual. Xango, LLC is
2 directed to pay to the Receiver the revenue, due the Mango Trust or any of the named
3 individuals or entities associated with these individuals.

- 4 1. Sherman E. Unkefer, III;
- 5 2. Laundry Unkefer;
- 6 3. Derrick Raynes;
- 7 4. Distributorship Number 1777661 operating in the name of X-1, Inc. and/or
8 X-1, LLC or any other name;
- 9 5. Magic Wand Services, Inc. and/or Magic Wand Services, LLC;
- 10 6. G.M.S. LLC, a Xango, LLC Distributorship operating overseas but under the
11 umbrella of X-1, Inc./X-1, LLC.