



("Jones"); and Nancy C. Humphries, Individually and as Chief Operating Officer ("Humphries"), (Defendants EMO, Tredeau, Jones and Humphries being collectively, the "Defendants"), the officers, agents, servants, employees, attorneys, and those persons in active concert or participation with Defendant EMO who receive actual notice of the order by personal service or otherwise, and further to appoint Gary Barton of FTI Consulting, Inc. ("FTI") as Temporary Receiver for Defendant EMO. The Court issued the Temporary Restraining Order and Order Appointing Temporary Receiver ("TRO") on March 9, 2006, and which is now in full force and effect. The parties hereby agree that this order shall take effect and remain in effect until a final judgment is entered in the case, subject however to further Orders of this Court prior thereto.

#### **FINDINGS**

Having considered the Amended Petition, and Tredeau, Jones, and Humphries having consented to the entry of this order without admitting or denying the Findings of Fact contained herein, except for findings regarding the jurisdiction of the court, which are deemed admitted, the Court makes the following findings:

1. The Court has jurisdiction over the parties and the subject matter herein and Plaintiff is entitled to a Temporary Injunction and Order Appointing a Receiver as granted herein.
2. The State of Texas has a probable right and will probably prevail upon final hearing of this action.
3. There is no adequate remedy at law.
4. Defendant EMO is unable to demonstrate solvency at the time of the entry of this Agreed Order and as previously alleged in Plaintiff's First Amended Verified Petition and Application for Temporary Restraining Order, Injunctive Relief, and Appointment of

Receiver, including the exhibits attached thereto, and Plaintiff and the Receiver have concluded that Defendant EMO is insolvent.

5. The Texas Department of Banking (“Department”) has not licensed Defendants to operate a money services business in the State of Texas pursuant to §151.302 of the Texas Finance Code.
6. Defendant EMO has violated §151.302 of the Texas Finance Code by operating a money services business without a license.
7. It appears that Defendant EMO has not and does not maintain the minimum net worth required for a licensed money services business pursuant to Texas Finance Code, § 151.307(a)(2).
8. Defendants do not possess a charter, license, permit, registration, or other authority issued or granted by another appropriate federal or state regulatory authority that authorizes Defendants to operate a money services business in the State of Texas, although Defendant EMO did register with the federal authorities, which EMO believed were the appropriate authorities for it to operate its money services business.
9. Without the issuance of this immediate temporary injunctive relief, Defendants will continue to be in violation of §151.302 of the Texas Finance Code which will probably cause the immediate and irreparable injury of the general public and to the consumers who have deposited funds with Defendant EMO.
10. An immediate need exists to appoint Gary R. Barton as Temporary Receiver of Defendant EMO to manage Defendant EMO’s affairs during the pendency of these proceedings and enforce the laws of the State of Texas and this Court’s orders.

11. Defendants have waived service of citation, and consented to entry of this order for purposes of this proceeding and no other, without admitting that they have intentionally, knowingly or recklessly violated any state or federal statute.

IT IS, THEREFORE, ORDERED THAT the Defendants **EMO CORPORATION**, its directors and former directors including, Todd L. Trudeau, Chairman of the Board; Tracey L. Jones, President and Chief Executive Officer; Nancy C. Humphries, Chief Operating Officer; its stockholders; any affiliates or subsidiaries; its managers; employees; members; trustees; associates; representatives; servants; agents; third party administrators; adjusters; attorneys and accountants; **TODD L. TREDEAU**, Individually; **TRACEY L. JONES**, Individually; **NANCY C. HUMPHRIES**, Individually; and those acting in concert with, or on behalf of, any persons or entities described above, are hereby **COMMANDED** and **ORDERED** as follows:

**ORDER ENJOINING DEFENDANTS AND THOSE RELATED THERETO**

**TO:** **EMO CORPORATION**, its directors and former directors including, Todd L. Trudeau, Chairman of the Board; Tracey L. Jones, President and Chief Executive Officer; Nancy C. Humphries, Chief Operating Officer; its stockholders; any affiliates or subsidiaries; its managers; employees; members; trustees; associates; representatives; servants; agents; third party administrators; adjusters; attorneys and accountants; **TODD L. TREDEAU**, Individually; **TRACEY L. JONES**, Individually; **NANCY C. HUMPHRIES**, Individually; and those acting in concert with, or on behalf of, any persons or entities described above:

YOU ARE EACH hereby **RESTRAINED** and **ENJOINED** from:

1. Transacting Defendant EMO's money services business or any other business of Defendant EMO, or exercising any direction, control, or influence over Defendant EMO's business, except through the authority of the Receiver or its designees;
2. Doing anything, directly or indirectly, to prevent the Receiver or its designees from investigating, gaining access to, examining, or acquiring any and all books, records, Property (as defined herein), or other materials concerning Defendant EMO, under whatever name they may be found;

3. Disposing of, converting, dissipating, using, releasing, transferring, withdrawing, allowing to be withdrawn, selling, assigning, canceling, hypothecating, offsetting, or concealing, in any manner, any property belonging to, payable to, claimed by, in the possession, custody, or control, or held for the benefit of Defendant EMO, its affiliates, or any of their officers, directors, shareholders, representatives, employees, or agents, or any other person or entity, whether such property is real, personal, or mixed, of whatever nature and wherever located, including, but not limited to, the computer hardware and software (including computer programs, data bases, disks and all other media); websites; licenses, trademarks, patents, and all other intellectual property; assets, causes of action; accounts receivable; promissory notes; tax attributes; vehicles; money; financial accounts; trust assets and accounts; depository accounts; investment accounts; brokerage accounts; customer funds and/or accounts; retainers; refunds, deposits; contract rights; share accounts; stocks; bonds; securities; security instruments; funds; notes; deposits; letters of credit; safe deposit boxes; accounts maintained, held or managed for the benefit of Defendant EMO's customers or clients; furniture; fixtures; equipment; books; records or documents, or other assets of Defendant EMO, whether real or personal, tangible, intangible, or mixed; wherever situated, belonging to, owned by, in the possession of or claimed by Defendant EMO or the Receiver, or any items into which such property has been transferred, deposited or placed, whether legally or beneficially owned or held individually, jointly or severally for Defendant EMO, regardless of the names in which such items are held, except through the authority of the Receiver or its designees (collectively "Property" or "the Property");
4. Disposing of, converting, dissipating, using, releasing, transferring, withdrawing, allowing to be withdrawn, selling, assigning, canceling, hypothecating, offsetting, or concealing, in any manner, any Property belonging to, payable to, claimed by, or held for the benefit of any of Defendant EMO's customers or any other person(s) to whom money transmission obligations are owed;
5. Releasing, transferring, selling, assigning or asserting ownership of, in any manner, any claims or causes of action belonging to or asserted by Defendant EMO, or any claims or causes of action that the Receiver could assert, including, but not limited to, any claims or causes of action for accounts receivable, or debts, except through the authority of the Receiver or his designees;
6. Removing from this Court's jurisdiction, or from Defendant EMO's place of business, any office equipment, furniture, fixtures, books, records or other Property, of any kind or nature, whether real or personal, including, but not limited to, those items that have been acquired, purchased or paid for by Defendant EMO, except through the authority of the Receiver or his designees;
7. Interfering with these proceedings or with the lawful acts of the Receiver or his representatives, or his designees; and
8. Making any claim, charge, or offset, commencing or prosecuting any action, appeal, or arbitration, including administrative proceedings, obtaining any preference, judgment,

attachment, garnishment, or other lien, or making any levy against Defendant EMO or its Property or against the Receiver. Provided, however, that Defendant EMO shall have the right to initiate an administrative appeal of the decision of the Department to deny its application for a license pursuant to Chapter 151, Texas Finance Code.

YOU ARE EACH FURTHER SPECIFICALLY ORDERED to make available and disclose to the Receiver, his representatives or his designees the nature, amount, and location of any and all property of Defendant EMO, if any, including the Property as defined herein, and to immediately surrender all such property to the Receiver or his designees.

### **ORDER REGARDING RECEIVER**

IT IS FURTHER ORDERED that GARY R. BARTON of FTI CONSULTING, Inc., appointed as Receiver pursuant to the TRO, shall remain Receiver of and for Defendant EMO and for and of all Property of Defendant EMO and for and of Defendant EMO's affairs, and such appointment as Receiver shall CONTINUE in effect. The primary obligations of the Receiver, which will guide him in using his discretion, continue to be, and he is authorized and directed:

1. To locate and preserve all Property of Defendant EMO;
2. To notify customers and clients of these proceedings after he has identified customers and clients;
3. To discover who has sent money to Defendants, in what amounts, when, and under what terms;
4. To effect fair restitution from the Property, according to a plan to be approved by the Court after the Receiver has conducted a diligent investigation into the identity of customers and clients, the amounts each customer or client paid to Defendants, any amounts already paid by Defendants to or on behalf of customers and clients, and the circumstances under which their dealings with Defendants arose;
5. To refrain from making any payments to customers, clients or creditors until an order approving such payments has been entered by this Court;
6. To assist the Department of Banking, the Attorney General and/or other law enforcement related entities in their investigation of Defendants' violations of the

Texas Finance Code to the extent not inconsistent with the other terms of this order and/or the best interests of the receivership estate and the depositors; and

7. To keep receivership expenses as low as possible consistent with an accurate and efficient administration of the receivership estate.

Notwithstanding anything in this Order to the contrary, the Receiver may not sell, transfer or otherwise dispose of any intellectual property rights held by Defendant EMO, including, but not limited to, any and all patents, patent applications, trademarks, and copyrights, without filing a motion with this Court seeking approval therefore, with notice and an opportunity for a hearing. The Receiver also shall not sell, transfer or otherwise dispose of any of the Property having a fair market value of \$10,000 or greater per transaction without filing a motion with this Court seeking approval therefore, with notice and an opportunity for a hearing to be held within ten days of the filing of said motion.

GARY R. BARTON is AUTHORIZED, DIRECTED AND EMPOWERED as Receiver to exercise the following powers in his sole discretion, in pursuit of the obligations set out above:

1. To take possession and full legal control of all Property of whatever nature and wherever located (within or without the State of Texas), specifically including **BUT NOT LIMITED TO** the following accounts and assets:
  - (a) Comerica Bank, located at 226 Airport Parkway, San Jose, California, 95110, accounts relating to EMO Corporation or EMO Corporation, Inc.; and any other account over which Todd L. Tredeau, Tracey L. Jones and/or Nancy L. Humphries has signatory authority, including but not limited to the following account numbers:

- (1) [REDACTED]
- (2) [REDACTED]
- (3) [REDACTED]
- (4) [REDACTED]
- (5) [REDACTED]
- (6) [REDACTED]
- (7) [REDACTED]
- (8) [REDACTED]
- (9) [REDACTED]
- (10) [REDACTED]

- (b) Comerica Bank, located at 300 W. Sixth Street, Austin, Texas 78701, accounts relating to EMO Corporation or EMO Corporation, Inc.; and any other account over which Todd L. Tredeau, Tracey L. Jones and/or Nancy L. Humphries has signatory authority, including Account Number [REDACTED].
  - (c) Silicon Valley Bank, located at 3003 Tasman Drive, HF 195, Santa Clara, California, accounts relating to EMO Corporation or EMO Corporation, Inc.; and any other account over which Todd L. Tredeau, Tracey L. Jones and/or Nancy L. Humphries has signatory authority, including but not limited to Account No. [REDACTED].
  - (d) Commercial Capital Bank, FSB, successor in interest to Calnet Business Bank, located at 1565 Exposition Blvd., Sacramento, California 95815, accounts relating to EMO Corporation or EMO Corporation, Inc.; and any other account over which Todd L. Tredeau, Tracey L. Jones and/or Nancy L. Humphries has signatory authority, including but not limited to Account No. [REDACTED].
  - (e) ANZ Bank, 471 Victoria Ave., Chatswood, New Zealand 2067, ANZ Corp Transaction ACC [REDACTED], ANZ Corp Transaction ACC [REDACTED].
2. To take possession and full legal control of all books, records, credit and debit cards, computers, computer disks and materials relating to Defendant EMO and all other Property of Defendant EMO which appear to the Receiver, including credit and debit cards, computers, computer passwords and access codes, financial and other records, books of accounts, checks, accounts receivable, passbooks, account numbers, and access codes for the accounts of deposit of Defendant EMO described in paragraph 1 above in this Order, wherever and by whomever these records or accounts may be held;
  3. To enter, occupy and take full legal control, including authority to control access to and change the locks, of any portion of the premises located at 5806 Mesa Drive, Suite 302, Austin, Texas 78731 and 5910 Courtyard Drive, suite 150, Austin, Texas 78731 that were occupied by Defendants; to terminate any lease if he determines it is in the best interest of the receivership estate; and to remove any Property, including records, whether written or stored in computers, and including said computers, from the premises located at 5806 Mesa Drive, Suite 302, Austin, Texas 78731 and 5910 Courtyard Drive, suite 150, Austin, Texas 78731;
  4. To conduct, manage, and take charge of all business affairs of, and on behalf of Defendant EMO, subject to the restrictions on his power detailed herein;

5. To receive, collect and open all mail directed to Defendant EMO or delivered to any address or post office box used by Defendants, and to direct the post office and commercial delivery services to forward all such mail and deliveries to the Receiver's office;
6. To close accounts, transfer funds to any bank or brokerage firm that he may deem appropriate in his sole discretion, sign checks or other instruments withdrawing, depositing or transferring funds with respect to any account listed in paragraph 1 of this Order above regarding the authority, power and directions of and to the Receiver, or otherwise identified by the Receiver as Property;
7. To sell, transfer, redeem, or otherwise negotiate any certificate, contract, instrument or security held by or in the name of Defendant EMO, subject to the restrictions on his power detailed herein;
8. To dismiss employees, contractors, consultants, attorneys, agents or assistants of Defendant EMO or to change the terms of employment or engagement with any of them;
9. To take control and ownership of the Property belonging to Defendant EMO, including any Property located offshore;
10. To file any lawsuits the Receiver deems necessary to carry out his duties under this Order;
11. To prosecute, or defend any suit or suits by or against Defendant EMO which may be deemed necessary, in the sole discretion of the Receiver, to further the obligations of the Receiver as set out above, but not to serve as an arbiter of claims by creditors of Defendants, or other claimants who are not investor-victims, as determined in the sole discretion of the Receiver;
12. To dispose of, for the benefit of customers, clients, and creditors, the Property;
13. To open accounts and transfer money from any bank, brokerage firm, or other financial institution to another, or any account to another, as necessary in the Receiver's sole discretion, and under terms the Receiver considers appropriate, for orderly administration and restitution;
14. To enter into contracts as necessary for the orderly administration of the receivership estate and to pay reasonable and necessary expenses incurred in connection with the foregoing duties out of the funds of the receivership estate;
15. To send and publish (including on Defendant EMO's website) letters and notices to Defendant EMO's customers, clients, depositors, creditors and other parties interested in the affairs of Defendant EMO; provided, the process for the filing of claims against Defendant EMO shall be established by further order of the Court;

16. To employ such professionals, firms, attorneys, accountants and other assistants as may be necessary or proper to the administration, receivership and liquidation of Defendant EMO, and to compensate such persons and firms from the Property. All such fees and expenses, including all amounts due the Receiver, shall be accorded priority to the maximum extent provided by applicable law;
17. To delegate to agents the authority to exercise any of the powers conferred on the Receiver by this Order, subject to the restrictions on his power detailed herein;
18. To file reports, including, but not limited to, financial reports with the Court as may be directed by order of the Court;
19. To seek, as the Receiver determines appropriate, such future orders from the Court regarding the standing, powers, and obligations of the Receiver, operations of Defendant EMO, and administration of the Property as may be deemed necessary to conserve Defendant EMO's assets, secure the best interests of creditors of Defendant EMO, and protect the interests of the Receiver;
20. To use the Property to pay debts and expenses of Defendant EMO that have arisen and that are, in the sole discretion of the Receiver, essential or necessary to maintain the ongoing business of Defendant EMO; and
21. To exercise all equitable powers under the statutes and common law of this State authorizing the appointment of a Receiver or regarding the rights, powers and obligations of the Receiver.

It is further ORDERED that the Receiver shall release any freeze on the personal bank accounts of Todd L. Tredeau, Tracey L. Jones and Nancy C. Humphries, including, but not limited to, accounts at the following institutions: (i) Acct # [REDACTED], Wells Fargo Bank, N.A., 420 Montgomery Street, San Francisco, CA 94104, (ii) Acct # [REDACTED] 5, JPMorgan Chase Bank, National Association, 270 Park Ave., New York, NY 10017 2070. Upon entry of this Order, Defendants Tredeau, Jones and Humphries are permitted to use the funds currently held in such accounts for their personal use, unrestricted by this Order.

It is further ORDERED that neither the Receiver, the Commissioner, nor their respective employees, designees, attorneys, or agents shall have or incur any liability or responsibility for the prior actions or omissions of Defendant EMO; further, the Receiver (including his employees and agents) in no event shall be liable for any act or omission taken in connection with its duties,

powers, and obligations as Receiver of Defendant EMO, unless it is shown that the Receiver (or his employees or agents) were grossly negligent; and further, the Receiver (including his employees, designees, attorneys, and agents) shall not be liable for any act or omission taken in connection with his duties, powers, and obligations as Receiver for any act done or omitted in good faith and in reliance upon the approval or direction of the Commissioner or his authorized agents.

It is further ORDERED that in operating Defendant EMO and administering the Property of Defendant EMO, including (but not limited to) all money, accounts (including customer accounts, trust accounts, payment accounts and other accounts) and other deposits, funds and services of, in the name of, or administered by Defendant EMO, the Receiver may rely in good faith upon the established business procedures of Defendant EMO, information provided and statements made by Defendant EMO and its employees, information provided by the Commissioner, the Office of the Attorney General, and their representatives, and the records located in Defendant EMO's files or provided by third persons.

It is further ORDERED that the title to all assets belonging to or held by Defendant EMO, including, but not limited to, the Property, as defined herein, in this Temporary Injunction, is vested in the Receiver.

It is further ORDERED that the Receiver shall be paid for his services from the Property and that the Receiver shall charge his reasonable and customary rate and those of FTI Consulting, Inc., which range from \$215.00 to \$595.00 per hour, plus reasonable expenses, including, but not limited to, reasonable and necessary attorneys' fees, costs and expenses. The Receiver shall file a periodic application for reimbursement of his fees and expenses with the Court and serve it on all parties of record. If no party of record files an objection to Receiver's application with the Court within ten days of the filing of the application, then the Receiver shall pay himself the application from the Property. If any party of record files an objection to any portion of the application within ten days, the Receiver shall not pay himself that portion of the

application until the objection is resolved as between the Receiver and the objecting party or the Court rules on the objection, at which point the Receiver may pay himself.

It is further ORDERED, that this Court has exclusive jurisdiction over all claims and causes of action against Defendants arising from or related to the operation of Defendant EMO and over all matters involving the Receiver and the Receivership estate.

**ORDER TO RELIEF DEFENDANTS AND FINANCIAL INSTITUTIONS**

TO: **Comerica Bank**, 226 Airport Parkway, San Jose, California 95110; **Silicon Valley Bank**, 3003 Tasman Drive, HF 195, Santa Clara, California; **Commercial Capital Bank, FSB**, successor in interest to **Calnet Business Bank**, 1565 Exposition Blvd., Sacramento, California 95815; **Wells Fargo Bank, N.A.**, 420 Montgomery Street, San Francisco, CA 94104; **JPMorgan Chase Bank, National Association**, 270 Park Ave., New York, NY 10017-2070; and any other financial institution or brokerage firm having possession of monies, funds, accounts and/or securities held in the name of or for the benefit of Defendant EMO Corporation or EMO Corporation, Inc. or for the benefit of any of its customers over which EMO Corporation has control.

It is further ORDERED, to the extent this has not already been done in compliance with the Temporary Restraining Order, that the State of Texas shall notify the following financial institutions, depositories or recipients of funds, deposits or accounts of the entry of this Temporary Injunction and Order Regarding Receiver, in that funds, deposits and accounts in the hands of the persons or entities identified herein contain assets legally or beneficially owned by Defendant EMO, including corporate funds and funds held by Defendant EMO for the benefit of its customers and clients or of , in the name of, or administered by Defendant EMO:

- a. **Comerica Bank**, located at 226 Airport Parkway, San Jose, California, 95110; **Attn.: Martin Lowry, Fax No. (214) 969-6512 and Registered Agent, Marguerite Owen, 108 W. Mockingbird Lane, Dallas, Texas 75235.**
- b. **Comerica Bank**, located at 300 W. Sixth Street, Austin, Texas, 78701, **Registered Agent, Marguerite Owen, 108 W. Mockingbird Lane, Dallas, Texas 75235.**
- c. **Silicon Valley Bank**, located at 3003 Tasman Drive, HF 195, Santa Clara, California .; **Attn. Ailien Phan, Mail Sort HF184, Silicon Valley Bank, 3003**

**Tasman Drive, Santa Clara, CA 95054; Direct line: 408.654.3078, Fax: 408.496.2409.**

- d. **Commercial Capital Bank, FSB, successor in interest to Calnet Business Bank, located at 1565 Exposition Blvd., Sacramento, California 95815; Attn.: Juanita Darby, Commercial Capital Bank, FSB, 1565 Exposition Blvd., Sacramento, CA 95815; Direct line: (916) 921.4625, Fax: (916) 567.9693.**
- e. **Wells Fargo Bank, N.A., located at 420 Montgomery Street, San Francisco, CA 94104; Attn: Registered Agent, Corporation Service Company d/b/a CSC Lawyers Incorporating Service Company, at 701 Brazos Street, Suite 1050, Austin, TX 78701.**
- f. **JPMorgan Chase Bank, National Association, 270 Park Ave., New York, NY 10017-2070, Attn: Registered Agent, CT Corporation System, 350 North St. Paul St., Dallas, TX 75201.**

The following institutions shall release any freeze on the personal bank accounts of Todd L. Tredeau, Tracey L. Jones and Nancy C. Humphries, including, but not limited to: (i) Acct # [REDACTED] Wells Fargo Bank, N.A., 420 Montgomery Street, San Francisco, CA 94104, (ii) Acct # 1 [REDACTED], JPMorgan Chase Bank, National Association, 270 Park Ave., New York, NY 10017 2070. Upon entry of this Order, Defendants Tredeau, Jones and Humphries are permitted to use the funds currently held in such accounts for their personal use, unrestricted by this Order.

The Court hereby orders that any bank, brokerage firm, credit union, other financial institution, escrow agent, title company, storage facility, commodity trading company, depository, recipient, business entity or person (1) holding money in the name and/or for the benefit of Defendant EMO or for the benefit of any of its customers, (2) maintaining custody or control of any account or other asset derived from Defendant EMO's business, including, but not limited to, funds maintained or administered for the benefit of its customers and clients, (3) maintaining custody or control of any account for which Defendant EMO has direct or indirect control, including control over its customers' funds; or (4) maintaining custody or control of any corporation, partnership, or other entity directly or indirectly owned, managed, controlled by, or

under common control with Defendant EMO or any of the remaining Defendants; and which receive actual notice of this Order by personal service, facsimile, or otherwise, shall:

A. Hold and retain within his or its control and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, or other disposal of the Property of Defendant EMO, under the control of Defendant EMO, or on behalf of Defendant EMO, in whole or in part, except in accordance with the Receiver's written instructions or any further order of the Court;

B. Deny access, to anyone but the Receiver appointed under this Order, or his designee, to any safe deposit boxes or storage facilities that are either titled in the name of any of the Defendants, or are otherwise subject to access by any of the Defendants or persons acting in concert with them;

C. Allow the Receiver appointed herein immediate access to inspect and copy any records or other documentation pertaining to such account or asset, including but not limited to originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs and any other contractual agreements between any of the Defendants and said financial institution. Any such financial institution, account custodian, or other aforementioned entity may arrange for the Receiver or his designee to obtain copies of any such records which the Receiver seeks, provided that such institution or custodian may charge a reasonable fee for such copies, which fee shall be paid from the receivership estate;

D. Within 24 hours of receiving this Order, deliver to the Receiver or his designated agents, a list of all transactions in the accounts, for the preceding six months, including but not limited to withdrawals, wire transfers, deposits, or other charges and offsets;

E. Immediately upon receipt of this Order and request by the Receiver, deliver to Gary R. Barton of FTI Consulting, Inc. or his designated agents, and the account holder a certified statement setting forth:

1. The identification of each account or asset titled in the name of Defendant EMO, held on behalf of Defendant EMO, for the benefit of Defendant EMO or of , in the name of, or administered by Defendant EMO;
2. The balance of each such account, or a description and appraisal of the value of such asset, by closing time of the business day when notice of this Order was served; and if the account is closed or the asset has been removed, identify the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or asset was remitted; and
3. The identification of any safe deposit box or storage facility that is either titled in the name of Defendant EMO or otherwise subject to access or control by any of the Defendants.

F. Deny, dishonor or suspend all of Defendant EMO's checks in transit and any other pending transactions.

#### **MANDATORY TURN-OVER ORDER**

TO: **EMO CORPORATION**, its directors and former directors including, Todd L. Tredeau, Chairman of the Board; Tracey L. Jones, President and Chief Executive Officer; Nancy C. Humphries, Chief Operating Officer; its stockholders; any affiliates or subsidiaries; its managers; employees; members; trustees; associates; representatives; servants; agents; third party administrators; adjusters; attorneys and accountants; **TODD L. TREDEAU**, Individually; **TRACEY L. JONES**, Individually; **NANCY C. HUMPHRIES**, Individually; and those acting in concert with, or on behalf of, any persons or entities described above:

TO THE EXTENT YOU HAVE NOT DONE SO IN COMPLIANCE WITH THE TEMPORARY RESTRAINING ORDER, AND TO THE EXTENT ANY OF THE FOLLOWING ITEMS ARE WITHIN YOUR CUSTODY, CARE OR CONTROL, YOU AND EACH OF YOU ARE ORDERED TO PERFORM THE FOLLOWING ACTS:

A. Immediately place in the possession of the appointed Receiver herein or one or more of his designated agents for the purpose of this turnover, all of the books, records, documents and other records, whether written, graphic, photographed, magnetically recorded, electronically recorded, generated by computer, or stored in a computer or other device,

including said computer or other device; all passwords or access codes needed to gain access to the computers or the software that is required for the operation of the business, pertaining to the following businesses: EMO Corporation or EMO Corporation, Inc.;

B. Immediately place in the possession of the appointed Receiver or one or more of his designated agents for the purpose of this turnover, all cash, checks, money orders, notes receivable, or the like, of or pertaining to Defendant EMO;

C. Immediately place all Property in the possession of the Receiver appointed in this Order, or one or more of his designated agents for the purpose of this turnover, except for assets in the possession of third parties, of which you are to immediately report the exact location and name of the custodian of the assets to the Receiver or his designated agents;

D. Repatriate to an account under the control of the Receiver any Property located outside the State of Texas, held either by Defendant EMO or its agents, for Defendant EMO's benefit, or held under Defendant EMO's direct or indirect control, and immediately notify the Receiver of the institution and account in which any repatriated funds are located;

E. Provide to the Receiver a list of all customers and clients of Defendant EMO, including addresses and phone numbers;

F. Upon request of the Receiver or his designated agents, provide the Receiver with a full accounting of all Property outside the State of Texas held either by Defendant EMO; for Defendant EMO's benefit; or under Defendant EMO's direct or indirect control;

G. Prevent any transfer, disposition, or dissipation whatsoever of any Property controlled by the Defendant EMO, either directly or indirectly;

H. Provide the Receiver or his designated agents access to Defendant EMO's records and documents held by financial institutions outside the State of Texas; and

I. Provide the Receiver or his designated agents with all keys necessary to access the premises located at 5806 Mesa Drive, Suite 302, Austin, Texas 78731 and 5910 Courtyard Drive, suite 150, Austin, Texas 78731 and all filing cabinets, drawers and other areas contained therein which may be locked.

**DIRECTION TO UNITED STATES POSTAL SERVICE**

TO: ALL POSTMASTERS AND OTHER OFFICERS OR EMPLOYEES OF THE UNITED STATES POSTAL SERVICE

YOU AND EACH OF YOU are hereby DIRECTED to cooperate with the Receiver appointed herein, Gary R. Barton of FTI Consulting, Inc., or his designated agents, in connection with the delivery and forwarding of any and all mail addressed to Defendants EMO, Tredeau, Jones, or Humphries at the corporate offices of Defendant EMO in order to effectuate the terms and purposes of this Order. The Receiver is authorized to direct the United States Postal Service to forward to the Receiver's office at First City Tower, 1001 Fannin, Suite 500, Houston, Texas 77002, all mail addressed to Defendants EMO, Tredeau, Jones or Humphries at the corporate offices of Defendant EMO.

**DIRECTION TO LANDLORDS AND LEASING AGENTS**

TO: LANDLORDS AND LEASING AGENTS OF PREMISES LEASED OR OCCUPIED BY DEFENDANT EMO, INCLUDING BUT NOT LIMITED TO THE PREMISES LOCATED AT 5806 MESA DRIVE, SUITE 302, AUSTIN, TEXAS 78731 and 5910 COURTYARD DRIVE, SUITE 150, AUSTIN, TEXAS 78731.

YOU AND EACH OF YOU ARE HEREBY DIRECTED AND AUTHORIZED TO:

Deliver to the Receiver appointed herein, Gary R. Barton of FTI Consulting, Inc., or one or more of his designated agents for the purpose of this Order, the following: all mail, parcels, or other deliveries addressed to Defendant EMO. Any and all personal mail, parcels or other deliveries received by you and the Receiver that are non-corporate and strictly personally addressed to Individual Defendants Tredeau, Jones or Humphries shall be forwarded to Strasburger & Price, LLP (S&P), 600 Congress Avenue, Suite 1600, Austin, Texas 78701-2974. S&P will open the forwarded personal mail and if it is actual corporate mail, S&P will promptly return said mail to the Receiver or his counsel. S&P shall keep a log of the personal mail,

parcels or other deliveries. If the Receiver opens mail that reasonably appears to be corporate in nature, but later turns out to be personal, the Receiver shall deliver same to S&P without incurring any liability.

**ORDER AUTHORIZING SERVICE PURSUANT TO RULE 103**

The Court hereby authorizes any person not less than eighteen years of age, who is not a party to or interested in the outcome of this suit, to serve citation and writ of injunction on any Defendant named herein.

**OTHER ORDERS**

It is ORDERED that this Court shall have exclusive jurisdiction over all claims and causes of action against Defendants arising from or related to the operation of EMO Corporation or EMO Corporation Inc.

It is further ORDERED that the State of Texas and the Attorney General of Texas shall have a claim for reasonable attorneys' fees and court costs against the receivership estate, pursuant to TEX. CIV. PRAC. & REM. CODE ANN. §§ 64.051 and 66.003 and TEX. GOV'T CODE § 402.006.

It is further ORDERED that all future pleadings, notices, and requests made by any party in interest, account holder, creditor, or Defendant EMO to the Court shall be filed in this cause and contemporaneously with filing be served upon the Receiver (Gary R. Barton, c/o EMO Corporation, 5910 Courtyard Drive, Suite 150, Austin, Texas 78731), the Receiver's counsel (Fulbright & Jaworski L.L.P., Attn: Berry D. Spears and Paul D. Trahan, 600 Congress, Suite 2400, Austin, Texas 78701, fax no. 512/536-4598) and the undersigned State's counsel.

IT IS FURTHER ORDERED that the existing Temporary Restraining Order is dissolved by virtue of this Temporary Injunction upon the entry of this Temporary Injunction and Order Appointing Receiver, and this Temporary Injunction is likewise effective immediately upon its entry, all without any lapse or intervening period and without the necessity of a bond, and the Order Regarding Receiver set out herein is effective immediately upon entry, the Court finding

the \$500.00 posted as cash in lieu of bond is sufficient for purposes of the Order Regarding Receiver set out as part of this Temporary Injunction and Order Appointing Receiver.

IT IS FURTHER ORDERED that the trial for this lawsuit shall be set to begin September 25, 2006, and this Temporary Injunction shall continue in effect until further order of this Court or an appellate court.

IT IS FURTHER ORDERED that nothing in this Agreed Temporary Injunction shall be construed to prohibit Todd L. Tredeau, Tracey L. Jones, or Nancy C. Humphries from asserting claims against the receivership estate seeking reimbursement, setoff, or credit for legitimate corporate expenses paid prior to or after the appointment of the Receiver.

IT IS FURTHER ORDERED that the parties hereto agree that they will not appeal this Agreed Temporary Injunction nor will they encourage, solicit, cajole, or otherwise incite any third party to take any action in contravention, including the appeal of this Agreed Temporary Injunction.

IT IS FURTHER ORDERED that nothing herein shall be in any way construed to waive, abridge, or in any manner prevent Todd Tredeau, Tracey Jones, or Nancy Humphries from asserting their constitutional Fifth Amendment rights.

All of the foregoing is subject to further Orders of this Court.

SIGNED on March 30, 2006

  
DISTRICT JUDGE PRESIDING

**AGREED AS TO SUBSTANCE AND FORM:**

OFFICE OF THE ATTORNEY GENERAL

  
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Assistant Attorney General

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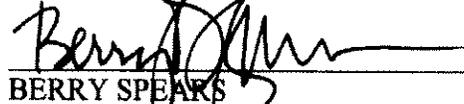
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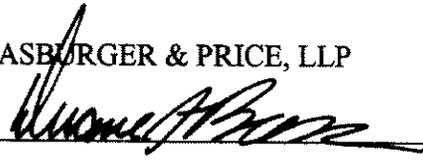
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