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7 *Attorneys for Petitioner Insurance Commissioner of*
8 *the State of California, in his capacity as the*
Liquidator of Western General Insurance Company

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By M. Ismael, Deputy Clerk

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9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES
12 CENTRAL DISTRICT

13 **INSURANCE COMMISSIONER OF THE**
14 **STATE OF CALIFORNIA,**

Petitioner,

15
16 v.

17 **WESTERN GENERAL INSURANCE**
18 **COMPANY,**

Respondent.

Case No. 21STCP01655

REQUEST FOR JUDICIAL NOTICE IN
SUPPORT OF INSURANCE
COMMISSIONER'S NOTICE OF
MOTION AND MOTION TO CONFIRM
DISTRIBUTION PURSUANT TO
LANDLORD PROOF OF CLAIM

Date: December 11, 2026
Time: 9:30 a.m.
Dept: 833
Judge: The Honorable Joseph Lipner
Trial Date: N/A
Action Filed: May 21, 2021

1 TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, pursuant to Evidence Code sections 452, subdivision (d),
3 and 453, and California Rules of Court, rules 3.1113(l) and 3.1306(c), Petitioner Insurance
4 Commissioner of the State of California (Commissioner) in his capacity as the Liquidator of
5 Western General Insurance Company (Liquidator), hereby requests that the Court take judicial
6 notice of Exhibits 3 and 4 attached hereto when considering the Commissioner's concurrently
7 filed Motion to Confirm Distribution Pursuant to Landlord Proof of Claim. As described more
8 fully below, Exhibits 3-4 are true and correct copies of records from this Court.

9 Exhibit 3: A true and correct conformed copy of the December 15, 2025 Minute Order
10 Granting Motion for Order for Appointment of Receiver and Issuance of Preliminary Injunction
11 in Aid of Receiver filed in the matter of *Wells Fargo Bank v. RBE 29899 Agoura LLC et al.*,
12 Superior Court of the State of California for the County of Los Angeles, Case No. 25VECV0281.

13 Exhibit 4: A true and correct conformed copy of the December 15, 2025 Order for
14 Appointment of Receiver and Issuance of Preliminary Injunction filed in the matter of *Wells*
15 *Fargo Bank v. RBE 29899 Agoura LLC et al.*, Superior Court of the State of California for the
16 County of Los Angeles, Case No. 25VECV0281.

17 The Commissioner seeks to make a distribution pursuant to a claim made against the
18 Western General estate by the landlord of the property that housed Western General's operations
19 for almost two years during the pendency of its conservation and liquidation. But that property is
20 currently under receivership raising serious questions over who is entitled to the proceeds from
21 the proof of claim. Exhibits 3 and 4 are court records from the action establishing that
22 receivership. Thus, these exhibits are subject to judicial notice. (See Evid. Code, § 452, subd. (d);
23 *Tucker v. Pacific Bell Mobile Services* (2012) 208 Cal.App.4th 201, 218-219.)

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26 ///

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1 For the foregoing reasons, the Commissioner respectfully requests that the Court take
2 judicial notice of Exhibits 3 and 4 attached hereto when considering his motion.

3
4 Dated: September 25, 2026

Respectfully submitted,

5 ROB BONTA
6 Attorney General of California
7 LISA W. CHAO
8 Supervising Deputy Attorney General

9 

10 DOUGLAS J. BETETA
11 Deputy Attorney General
12 *Attorneys for Petitioner Insurance*
13 *Commissioner of the State of California, in*
14 *his capacity as the Liquidator of Western*
15 *General Insurance Company*

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Northwest District, Van Nuys Courthouse East, Department I

25VECV05281

December 15, 2025

8:30 AM

**WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE BENEFIT OF THE REGISTERED
HOLDERS OF JPMDB COMMERCIAL MORTGAGE SEC vs
RBE 29899 AGOURA LLC, A DELAWARE LIMITED
LIABILITY COMPANY, et al.**

Judge: Honorable Karen Moskowitz
Judicial Assistant: Michelle Knipprath
Courtroom Assistant: Florian Rodriguez

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Ronald Alan McIntire via LACourtConnect

For Defendant(s): Raymond Paul Barkes via LACourtConnect

NATURE OF PROCEEDINGS: Hearing on Motion for Order Motion for Appointment of Receiver, and Preliminary Injunction in Aid of Receiver

The Court's tentative ruling is posted online for the parties to review.

The matter is called for hearing.

After hearing argument, the Court adopts its tentative ruling as the final order of the Court, as follows:

The Motion for Order PLAINTIFFS NOTICE OF MOTION AND MOTION FOR: (1) APPOINTMENT OF RECEIVER, AND (2) PRELIMINARY INJUNCTION IN AID OF RECEIVER filed by Commercial Mortgage Pass-Through Certificates, Series 2020-COR7, Wells Fargo Bank, National Association, as Trustee for the benefit of the registered holders of JPMDB Commercial Mortgage Securities Trust 2020-COR7 on 11/07/2025 is Granted.

I. Background

On September 16, 2025, Plaintiff Wells Fargo Bank, as trustee for the benefit of the registered holders of JPMDB Commercial Mortgage Securities Trust 2020-COR7 ("Plaintiff"), filed a complaint against Defendants RBE 29899 Agoura LLC ("RBE 29899"), RBE 29901 Agoura LLC ("RBE 29901"), 5855 Topanga Warner LLC ("5855 Topanga"), Colorado Capital Calabasas LLC ("Colorado Capital")(collectively "Defendants"), and Does 1 to 50 alleging two causes of action: (1) appointment of receiver, accounting and specific performance of rents-and-profits clause; and (2) injunctive relief.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Northwest District, Van Nuys Courthouse East, Department I

25VECV05281

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8:30 AM

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HOLDERS OF JPMDB COMMERCIAL MORTGAGE SEC vs
RBE 29899 AGOURA LLC, A DELAWARE LIMITED
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Courtroom Assistant: Florian Rodriguez

CSR: None
ERM: None
Deputy Sheriff: None

On November 24, 2025, Defendants filed their opposition.

On December 1, 2025, Plaintiff filed its reply.

II. Legal Standard

Cal. Code of Civ. Proc. § 564(a) authorizes the appointment of a receiver “in any case in which the court is empowered by law to appoint a receiver.” (CCP § 564(a).) Courts have authorized the appointment of a receiver when a deed of trust contains an assignment clause that allows the beneficiary to take possession of the property through a receiver upon the trustor’s default. (See *Turner v. Superior Court* (1977) 72 Cal.App.3d 804, 812.)

CCP § 564(b)(11) provides, in pertinent part, that a receiver may be appointed “[i]n an action by a secured lender for specific performance of an assignment of rents provision in a deed of trust, mortgage, or separate assignments document.” (CCP § 564(b)(11).) The Lender’s right to the appointment of a receiver exists without regard to the adequacy of any security for the Loan. (*Turner*, supra, 72 Cal.App.3d at 811.)

III. Discussion

The following facts are undisputed. On or about January 9, 2020, Loancore Capital Markets LLC (Loancore”) made a \$69,000,000.00 loan to Borrowers. (Vasquez Decl. ¶ 2; Complaint Exh. B [loan agreement].) Borrowers provided Loancore with a promissory note promising to pay the principal and interests as defined by the loan agreement. (Vasquez Decl. ¶ 3; Complaint Exh. C [promissory note].) The loan is secured by the Deeds of Trust and the Assignments of Defendants’ properties. (Vasquez Decl. ¶ 4; Complaint Exhs. D, E, F, G, and H [Deeds of Trust recording].) Additionally, Defendants executed an Assignments of Leases and Rents in favor of Loancore as assignee. (Vasquez Decl. ¶ 5; Complaint Exhs. I, J, K, L, and M [Assignments of Leases and Rents recording].)

Loancore assigned its right, title, and interest in the loan several times. (See Vasquez Decl. ¶¶ 6-12; Complaint Exhs. P through AW [recordings of assignments].) Accordingly, Plaintiff is now the lender under the Loan Agreement, the holder of the Notes, the beneficiary under the Deeds of Trust, assignee of the Assignments of Leases and Rents, and the secured party and/or assignee

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Northwest District, Van Nuys Courthouse East, Department I

25VECV05281

December 15, 2025

8:30 AM

**WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE BENEFIT OF THE REGISTERED
HOLDERS OF JPMDB COMMERCIAL MORTGAGE SEC vs
RBE 29899 AGOURA LLC, A DELAWARE LIMITED
LIABILITY COMPANY, et al.**

Judge: Honorable Karen Moskowitz
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Courtroom Assistant: Florian Rodriguez

CSR: None
ERM: None
Deputy Sheriff: None

under all other Loan Documents. (Vasquez Decl. at ¶ 13.)

On July 6, 2025, Defendants defaulted on the loan agreement. (Vasquez Decl. ¶ 14.) After the occurrence of an Event of Default, Sections 2 and 10 of the Deeds of Trust and Section 5 of the Assignments of Leases and Rents entitle Plaintiff to collect the rents of Defendants' property, which operates as five commercial office buildings. (Vasquez Decl. ¶¶ 15-16; see Complaint Exhibits.) Additionally, Sections 2 and 10 of the Deeds of Trust provide that, upon occurrence of an Event of Default, Plaintiff shall be entitled to apply for the appointment of a receiver without notice and without regard to the adequacy of the security for the loan, and that Defendants expressly consent to the appointment of such receiver. (Vasquez Decl. ¶ 17.)

In response, Defendants state that they "don't oppose" the instant motion, yet Defendants also cite Barclays Bank of California v. Superior Court (1977) 69 Cal.App.3d 593, 597, stating that "[t]he appointment of a receiver is a drastic remedy, may involve unnecessary expense and hardship and courts carefully weigh the propriety of such appointment in exercising their discretion to appoint a receiver particularly if there is an alternative remedy." (See Opposition at 2:3-18.) However, Defendants propose no other alternative.

In reply, Plaintiff argues that "Defendants apparently do actually oppose the appointment of a receiver but do not want to risk triggering recourse provisions in the loan documents by explicitly doing so. The Court should not indulge such game-playing." (Reply at 2:10-12.)

Pursuant to CCP § 564(a) and (b), the loan agreement, Deeds of Trust, and Assignments of Leases and Rents, Plaintiff is entitled to appointment of a receiver. Plaintiff provides the declaration of Chris Neilson, a qualified receiver who has successfully handled over 2,000 receivership assignments for over 3,500 real estate and business assets. (Neilson Decl. ¶ 1.)

IV. Conclusion

Based on the foregoing, Plaintiff's motion for appointment of receiver and preliminary injunction in aid of receiver is GRANTED. Pursuant to CCP § 567(b), receiver Chris Nielsen shall execute and file a Receiver's oath of office and file the undertaking or bond in the amount of \$550,000.00. Plaintiff shall post a bond from an admitted surety insurer in the amount of

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Northwest District, Van Nuys Courthouse East, Department I

25VECV05281

December 15, 2025

8:30 AM

**WELLS FARGO BANK, NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE BENEFIT OF THE REGISTERED
HOLDERS OF JPMDB COMMERCIAL MORTGAGE SEC vs
RBE 29899 AGOURA LLC, A DELAWARE LIMITED
LIABILITY COMPANY, et al.**

Judge: Honorable Karen Moskowitz
Judicial Assistant: Michelle Knipprath
Courtroom Assistant: Florian Rodriguez

CSR: None
ERM: None
Deputy Sheriff: None

\$20,000 pursuant to Code of Civil Procedure section 529.

An order is signed and filed.

Order to Show Cause Re: Filing of a Receiver's oath of office and filing of the undertaking or bond is scheduled for 02/19/26 at 08:30 AM in Department I at Van Nuys Courthouse East.

Moving party to give notice.

EXHIBIT 4

1 **PERKINS COIE LLP**
2 Ronald A. McIntire, Bar No. 127407
3 RMcIntire@perkinscoie.com
4 1888 Century Park East, Suite 1700
5 Los Angeles, California 90067-1721
6 Telephone: (310) 788-9900
7 Facsimile: (310) 788-3399

8 Attorneys for Lender Wells Fargo Bank, National Association, as
9 Trustee for the benefit of the registered holders of JPMDB
10 Commercial Mortgage Securities Trust 2020-COR7, Commercial
11 Mortgage Pass-Through Certificates, Series 2020-COR7

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES - UNLIMITED JURISDICTION**

14 **WELLS FARGO BANK, NATIONAL**
15 **ASSOCIATION, AS TRUSTEE, FOR THE**
16 **BENEFIT OF THE REGISTERED**
17 **HOLDERS OF JPMDB COMMERCIAL**
18 **MORTGAGE SECURITIES TRUST 2020-**
19 **COR7, COMMERCIAL MORTGAGE**
20 **PASS-THROUGH CERTIFICATES,**
21 **SERIES 2020-COR7,**

22 Lender,

23 v.

24 **RBE 29899 Agoura LLC, RBE 29901**
25 **Agoura LLC, RBE Agoura North LLC,**
26 **5855 Topanga Warner LLC, Colorado**
27 **Capital Calabasas LLC, each a Delaware**
28 **limited liability company, and DOES 1**
through 50,

Defendants.

Case No. 25VECV05281

~~PROPOSED~~ ORDER FOR APPOINTMENT
OF RECEIVER AND ISSUANCE OF
PRELIMINARY INJUNCTION

Date: December 9, 2025

Time: 8:30 AM

Dept: I

Hon. Karen Moskowitz

[Filed concurrently with PLAINTIFF'S NOTICE
OF MOTION AND MOTION FOR: (1)
APPOINTMENT OF RECEIVER, AND (2)
PRELIMINARY INJUNCTION IN AID OF
RECEIVER; DECLARATIONS IN SUPPORT]

Reservation ID: 822990079047

ORDER APPOINTING RECEIVER AND ISSUING
PRELIMINARY INJUNCTION IN AID OF RECEIVER

On reviewing the Proposed Order Appointing Receiver and Issuing Preliminary Injunction in Aid of Receiver, and good cause appearing therefore,

IT IS HEREBY ORDERED:

ORDER APPOINTING RECEIVER

1. The Court appoints Chris Neilson with offices at Trigild IVL, 390 N. Pacific Coast Highway, Suite 3100, El Segundo, CA 90245, telephone: (858) 242-1222; and email address: Chris.Neilson@trigild.com, as receiver (the “**Receiver**”) for, and to take possession of the real properties located in Los Angeles County at 29899 Agoura Road, Agoura, CA 91301; 29901 Agoura Road, Agoura, CA 91301; 29903 Agoura Road, Agoura, CA 91301; 5855 Topanga Canyon Boulevard, Woodland Hills, CA 91367; and 5230 Las Virgenes Road, Calabasas, CA 91302 at 3420 East Manitou Avenue, Los Angeles, California 90031, more particularly described in Exhibits A-1 through A-5 to the Stipulation (the “**Subject Properties**”).

2. The Receiver shall immediately, and before performing any duties, execute and file a Receiver’s oath of office and file the undertaking or bond required by Code of Civil Procedure section 567(b) in the amount of \$550,000.

3. The Court appoints the Receiver to manage the Subject Properties and to take control of the Subject Properties, together with all related documents, books, records, papers, and accounts of defendants RBE 29899 Agoura LLC, RBE 29901 Agoura LLC, RBE Agoura North LLC, 5855 Topanga Warner LLC, and Colorado Capital Calabasas LLC, each a Delaware limited liability company (the “**Borrowers**” or “**Defendants**”).

4. Within 30 days of taking control and possession under this Order, the Receiver shall file an inventory itemizing all personal property of which he has taken control or possession and shall promptly file supplemental inventories of any personal property subsequently coming into the receivership estate.

5. The Receiver is hereby authorized to hire, employ, retain, and terminate consultants, brokers, professionals and any other personnel or employees, which the Receiver deems necessary

1 to assist him in the discharge of his duties. The Receiver is further authorized to retain legal counsel
2 to represent him and assist him with the performance of his duties as set forth herein if the Receiver
3 feels that legal counsel is reasonably necessary to assist with the performance of his duties
4 hereunder. All reasonable expenses incurred in connection with the hiring and retention of such
5 personnel and counsel shall be expenses of, and paid for by, the Subject Properties.

6 6. The Receiver shall charge for his services on a time and materials basis at hourly
7 rates ranging from \$350 to \$500, dependent on the specific personnel's experience level. The
8 Receiver may also, with Plaintiff's prior approval, retain the services of a property manager of the
9 Receiver's own choosing, at market rates and in line with the scope of services required at the
10 Subject Properties.

11 7. All expenses of the Receiver on behalf of the Subject Properties, including
12 maintenance of the Receiver's bond, shall be paid from the receivership estate. The Receiver, his
13 management company, his consultants, agents, employees, legal counsel, and professionals may be
14 paid on a monthly basis (or less frequently) without further approval of this Court or the parties to
15 this civil action. To be paid on a monthly basis (or less frequently), the Receiver must deliver a
16 statement of account to the attorneys of record of each of the parties no more frequently than once
17 per month for the time and expense incurred in the preceding calendar month(s). At the Receiver's
18 discretion, the statement of account may accompany the monthly reports delivered to the attorneys
19 of record of each of the parties by the Receiver pursuant to this Order. Once the Receiver's
20 statement of account has been so delivered, the Receiver may pay the statement from the Subject
21 Properties. Pursuant to California Rules of Court Rule 3.1183, objections to each of the Receiver's
22 statements of account, if any, must be made within ten (10) days of such delivery of the statement.
23 If an objection, which shall be made on a line-item basis with a statement of the reason for such
24 objection, is timely filed and served on all parties and the Receiver, the specific items objected to
25 in such statement of account shall not be paid absent further order of this Court. Failure of a party
26 to object within the ten-day period shall constitute a waiver of that party's objection(s) to the fees
27 for that period. The Receiver's receipt of interim fees is subject to final review and approval by this
28 Court. This Court retains jurisdiction to award a greater or lesser amount as the full, fair, and final

1 value of the Receiver's services but hereby confirms that the terms set forth in Section 6 are fair
2 compensation for Receiver's services as foreseen at this time.

3 8. The Receiver shall operate, lease, manage, control and conduct the Subject
4 Properties and their business and incur the expenses necessary in such operation, leasing,
5 management, control, and conduct in the ordinary and usual course of business, and shall do all
6 things and incur the risks and obligations ordinarily incurred by owners, managers, and operators
7 of similar properties, and no such risks or obligations so incurred shall be the personal risk or
8 obligation of the Receiver or its attorneys, property manager or the employees and agents thereof,
9 but shall be a risk or obligation of the receivership estate. Receiver shall not be obligated to expend
10 monies, or make improvements to, or to rehabilitate the Subject Properties, or to incur or pay any
11 other expenses or bills in connection with his role as Receiver, except to the extent that monies for
12 such matters are available either from operating revenues generated by the Subject Properties
13 and/or funds provided by Plaintiff.

14 9. The Receiver is authorized to open and maintain checking and savings accounts and
15 the like, in the name of the receivership estate or Defendants using Defendants' taxpayer
16 identification number, in a federally insured lending institution, and shall pay only those bills which
17 are reasonable and necessary for the operation of the Subject Properties. The Receiver shall obtain
18 Plaintiff's approval prior to making capital expenditures or payment of unsecured debt (other than
19 ordinary and necessary trade accounts payable), or payments other than those ordinarily and
20 necessarily incurred in the operation of the Subject Properties. After reserving sufficient funds as
21 the Receiver deems reasonable to cover one month of the expenses of the receivership, the Receiver
22 may pay at his discretion, any remaining amounts to Plaintiff to reduce the amounts due, owing and
23 unpaid by Defendants.

24 10. The Receiver shall not be responsible for payment of any real property taxes, utility
25 bills, unpaid payroll expenses or other unpaid invoices for services or utilities incurred by
26 Defendants or for the benefit of the Subject Properties prior to the Receiver's taking possession of
27 the Subject Properties; provided, however, the Receiver is authorized to pay operating expenses of
28 the Subject Properties incurred prior to the date of this Order if such payment is reasonably

1 necessary or beneficial to enable the Receiver to continue to operate the Subject Properties as
2 determined by the Receiver in his sole discretion, including, without limitation, the payment of
3 utility bills dated prior to the date of this Order. No utility or other vendor may terminate service
4 or the provision of goods to the Subject Properties as a result of the non-payment of pre-receivership
5 obligations, without prior order of the Court. No insurance company shall be permitted to terminate
6 coverage or refuse coverage for the Subject Properties based upon prior unpaid premiums, claims
7 history or because of the appointment of the Receiver pursuant to this Order. In addition, no
8 insurance company shall be allowed to put in place more stringent payment arrangements during
9 the term of the receivership pursuant to this Order.

10 11. The Receiver is authorized to issue demands, in the name of the receivership estate,
11 upon (i) public utilities which the Receiver determines provide service to the Subject Properties
12 and to transfer such services, together with any deposits held by the utility, to the exclusive control
13 of the Receiver and (ii) upon any all financial institutions holding deposits or monies of Defendants
14 or related to the Subject Properties and all such financial institutions are directed to deliver such
15 deposits to the Receiver and such records as the Receiver may reasonably request with respect to
16 such accounts.

17 12. The Receiver is authorized to issue demands in the name of the receivership upon
18 the U.S. Postal Service, or any other public or private entity, to gain exclusive possession and
19 control of such postal boxes as may have been used by Defendants and/or their agents for the receipt
20 of rent, income, and other mail related to the Subject Properties.

21 13. The Receiver is authorized to demand deposits from available leases and other
22 records, compute the amount of deposits collected by Defendants and/or their agents from tenants
23 for security, cleaning, or any other purposes, and demand the immediate surrender to the Receiver
24 of such deposits by Defendants and/or their agents who collected them, and to take appropriate
25 action to enforce the turnover of such deposits. An itemized ledger, and any and all supporting
26 records, of all such security deposits held by Defendants or their agent shall be provided to Receiver
27 along with such deposits.

1 14. The Receiver is authorized to expend sums from the receivership estate which, in
2 the Receiver's opinion and, subject to the written approval of Plaintiff if in excess of \$25,000.00,
3 are required to make the Subject Properties rentable or to maintain the same.

4 15. The Receiver shall prepare on a monthly basis, beginning 30 days after his
5 appointment and for so long as the Subject Properties shall remain in his possession or care, reports
6 setting forth all receipts and disbursements, cash flow, material changes in the condition of the real
7 property in his charge, claims against the real property in his charge, and other relevant operational
8 issues that have occurred during the preceding month. The Receiver is directed to deliver a copy of
9 the monthly report to the parties and to the attorneys of record for the parties and any other
10 interested parties who request the same.

11 16. The Receiver shall have no responsibility for filing federal and/or state income tax
12 returns, sales tax returns or other business tax returns related to Defendants or federal or state
13 payroll tax returns and shall not be responsible for paying any federal and state taxes and expenses
14 of Defendants. The responsibility for such filings and payments lies exclusively with Defendants
15 and its agents, employees, and representatives.

16 17. Any security or other deposits which any tenants have paid to Defendants or its
17 agents and which are not paid to the Receiver and over which the Receiver has no control, shall be
18 obligations of Defendants and may not be refunded by the Receiver without Plaintiff's approval.

19 18. Subject to Plaintiff's approval if required pursuant to the documents evidencing,
20 securing or relating to the loan owing by Borrowers in favor of Plaintiff (the "**Loan Documents**"),
21 the Receiver, as managing agent for the Subject Properties, is authorized to negotiate, make, enter
22 into, or modify contracts or agreements affecting any part or all of the Subject Properties, including
23 leases, and to immediately terminate any existing contract, agreement or instrument which is not,
24 in the Receiver's sole and absolute discretion, deemed commercially reasonable or beneficial to the
25 operation of the Subject Properties.

26 19. The Receiver may demand, collect, and receive all rents, revenues, and profits for
27 the Subject Properties or any part of it that are owed, unpaid, and uncollected as of the effective
28 date of this Order, or hereafter to become due.

1 20. Without further approval from the Court, the Receiver may retain legal counsel to,
2 among other things, institute, prosecute, and defend all suits as may be reasonably necessary in the
3 Receiver's judgment to protect the Subject Properties, and has the authority to defend all such suits
4 and actions as may be instituted against the Receiver or Defendants.

5 21. The Receiver may borrow from Plaintiff, with or without the necessity of issuing
6 Receiver's Certificates, such funds as may be required by the Receiver to cover operating expenses
7 of the receivership, including but not limited to the Receiver's fees and costs, as determined by the
8 Receiver in his sole discretion, provided that Plaintiff consents to making such advances. Plaintiff
9 may add the amount of such advances to the amounts due under the Loan Documents, and shall be
10 entitled to earn interest on such advances at the rate then payable under the Loan Documents.

11 22. Except as otherwise provided in this Order, the Receiver shall hold and retain all
12 money that may come into the Receiver's possession, custody, and control by virtue of his
13 appointment and not expended for any other authorized purpose, including, without limitation, to
14 pay authorized operating expenses, the Receiver's fees and amounts due to Plaintiff under the Loan
15 Documents until further order of the Court.

16 23. Notwithstanding anything to the contrary in the Order, the Receiver shall not expend
17 or disburse more than \$25,000.00 at any one time for a single or related expense, except for
18 emergency and/or safety repairs to the Subject Properties, without the written approval of Plaintiff,
19 and nothing in the Court's order shall obligate Plaintiff to lend or disburse any funds or amounts to
20 the Receiver nor obligate Receiver to personally provide any such funds or guarantee any obligation
21 to obtain such funds.

22 24. Defendants shall maintain, at their expense, all insurance required by the Loan
23 Documents until notice from the Receiver to cancel the same. The Receiver shall maintain adequate
24 insurance over the Subject Properties to the same extent and in the same manner as they have
25 heretofore been insured and in compliance with the Loan Documents. Defendants shall cause all
26 presently existing policies to be amended by adding the Receiver as an additional insured within
27 20 days after the date of the entry of this Order. If there is inadequate insurance or insufficient
28 funds in the receivership estate to procure adequate insurance and Plaintiff has not advanced the

1 necessary funds, the Receiver is directed to immediately take appropriate action to remedy the
2 deficiency and to notice this Court regarding such deficiency. During the period in which any
3 Subject Property is uninsured or underinsured, the Receiver shall not be personally responsible for
4 any claims arising therefore. If Plaintiff deems insurance to be inadequate, Plaintiff may so notify
5 the Receiver who will either comply with the Plaintiff's request or seek the Court's direction in this
6 regard.

7 25. The Receiver and the parties to this action may, from time to time, on *ex parte* basis
8 or noticed motion on shortened time, petition this Court for instructions in pursuance of this Order
9 and further orders this Court may hereafter make.

10 26. The Receiver is authorized to list or place the Subject Properties for sale on the
11 market, retain any reputable broker or advertisers or obtain a marketing analysis in connection
12 therewith and undertake any and all other duties associated with selling the Subject Properties,
13 including executing documents necessary for consummation of a sale. The Receiver, however, must
14 obtain Plaintiff's prior approval in connection with the following: (a) the determination of whether
15 and when to sell the Subject Properties; (b) the identification and engagement of any broker,
16 advertiser or any other professional or consultant to be engaged in connection with any sale of the
17 Subject Properties, including terms on which any of the foregoing are so engaged; (c) the agreement
18 as to any terms and conditions governing any sale of the Subject Properties; and (d) the execution
19 of any term sheet, letter of intent, purchase agreement and any other closing documents reasonably
20 necessary in connection with any sale of the Subject Properties. Furthermore, any contract for sale
21 of the Subject Properties during the pendency of the receivership shall be subject to this Court's
22 approval and, in the event that any such sale shall be approved by the Court and fully consummated,
23 the Receiver shall earn a reasonable fee mutually agreed upon between the Receiver and Plaintiff.

24 27. No individual or entity may sue the Receiver without first obtaining the permission
25 of this Court.

26 28. In the event that a bankruptcy case is filed by Defendants during the pendency of
27 this Receivership, Defendants must give notice of the filing to this Court, to all parties, and to the
28 Receiver, within 24 hours of the bankruptcy filing. Upon receipt of notice that a bankruptcy has

1 been filed which includes as part of the bankruptcy estate the Subject Properties, the Receiver shall
2 do the following: (i) immediately contact the Plaintiff, and determine whether Plaintiff intends to
3 move in the Bankruptcy Court for an order for both: (a) relief from the automatic stay or motion
4 to dismiss and (b) relief from the Receiver's obligation to turn over the Subject Properties
5 (11 U.S.C. § 543). If the Plaintiff indicates no intention to file such a motion within 10 days, then
6 the Receiver shall immediately turn over the Subject Properties (to the trustee in bankruptcy, or if
7 one has not been appointed, then to the Defendants), and otherwise comply with 11 U.S.C. § 543.
8 If the Plaintiff notifies the Receiver of its intention to immediately seek relief from the automatic
9 stay or file a motion to dismiss, then the Receiver is authorized to remain in possession and preserve
10 the Subject Properties pending the outcome of those motions pursuant 11 U.S.C. Section 543(a).
11 The Receiver's authority to preserve the Subject Properties in such circumstance is limited as
12 follows: (i) the Receiver may continue to collect rents, issues, and profits; (ii) the Receiver may
13 make disbursements, but only those which are necessary to preserve and protect the Subject
14 Properties; (iii) the Receiver shall not execute any new leases or other long-term contracts; and (iv)
15 the Receiver shall do nothing that would effect a material change in circumstances of the Subject
16 Properties.

17 29. Upon receipt of a copy of a recorded trustee's deed upon foreclosure or written
18 notice from Plaintiff that Defendants have paid the amounts due and owing under the Loan
19 Documents or that Plaintiff has accepted a deed in lieu of foreclosure, the Receiver shall, without
20 further order of the Court, turn over possession of the Subject Properties to the successful
21 purchaser(s), or Defendants, or Plaintiff, respectively.

22 30. No later than 60 days after the date of the foreclosure of the Subject Properties or a
23 deed in lieu of foreclosure or Receiver's written notice from Plaintiff that Defendants have paid the
24 amounts due and owing under the Loan Documents, the Receiver shall prepare and submit to
25 Plaintiff the Receiver's final report and account and Plaintiff shall file with the Court a motion to
26 discharge and release the Receiver. Thereafter in a reasonably timely manner, the Receiver or
27 Plaintiff shall give notice of the Receiver's motion for discharge and exoneration of bond to all
28 persons of whom the Receiver is aware who have potential claims against receivership property.

1 The motion to approve the final report and account and for discharge of the Receiver shall contain
2 a declaration or declarations (i) summarizing what was done during the receivership; (ii) certifying
3 the accuracy of the final accounting; (iii) stating the basis for the termination of the receivership
4 (such as foreclosure or loan payoff); and (iv) stating the basis for an order for the distribution of
5 any surplus or payment of any deficit. In addition, the motion shall contain a summary of the
6 receivership accounting, which shall include (i) the total revenues received; (ii) the total
7 expenditures identified and enumerated by major categories; (iii) the net amount of any surplus or
8 deficit; and (iv) evidence of necessary supporting facts. Upon this Court's approval of the final
9 accounting and granting of the motion to discharge the Receiver, Receiver shall distribute the
10 remainder of funds in the receivership estate to Plaintiff, unless otherwise directed by the Court.

11 **PRELIMINARY INJUNCTION**

12 31. Defendants and any and all persons or entities acting under its direction or on their
13 behalf are directed and ordered to surrender to the Receiver within 10 days after the date of this
14 Order all property of the Subject Properties in Borrowers' possession or under Borrowers' control
15 including, but not limited to the following:

16 a. All royalties, rents, revenues, issues, profits, and income of the Subject Properties,
17 including such that is currently in possession or control of Defendants or hereafter received by
18 Defendants;

19 b. All deposits, regardless of when received, together with all books, records, deposit
20 books, checks and check books, together with names, addresses, contact names, telephone and
21 facsimile numbers where any and all deposits are held, plus all account numbers, as well as copy
22 of account statements for the 90 days preceding the date of this Order;

23 c. All accounting records, accounting software, computers, laptops, passwords, books
24 of account, general ledgers, accounts receivable records, accounts payable records, cash receipts
25 records, checkbooks, accounts, passbooks, and all other accounting documents;

26 d. All vendors, advertisers and other client's names, addresses, telephone, facsimile
27 and account numbers or other similar records;

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- 1 e. All accounts receivable, an aged listing of trade payables and other payables,
2 payments, rents including all statements and records of deposits, advances, and prepaid contracts
3 or rents, if applicable;
- 4 f. All contracts, agreements, leases and subleases, including all amendments,
5 modifications, and renewals thereof, as well as all proposed contracts, agreements, leases and
6 subleases (whether or not executed), all signage agreements, including all amendments, and copies
7 of any and all documents pertaining to any negotiations for the Subject Properties;
- 8 g. All insurance policies to be provided to the Receiver immediately, including
9 workers' compensation, business, liability and property damage coverage, name and address of
10 insurance companies, amount of coverage and expiration dates of each policy, and all vendor
11 insurance certificates;
- 12 h. The names, addresses and account numbers of all utility and communications
13 companies providing services to the Subject Properties;
- 14 i. All environmental reports or studies, including Environmental Phase I and Property
15 Condition Reports and ADA surveys;
- 16 j. All tax assessments, liens, and notices of delinquency, and penalty notices;
- 17 k. All mechanics' liens, stop notices, or demands for payment by actual or potential
18 mechanics lienors;
- 19 l. All maintenance/service contracts;
- 20 m. All bills and invoices unpaid as of the date of the Order, copy of any records relating
21 to operating expenses for the Subject Properties and year-end 2024 operating statement and year-
22 to-date 2025 operating statement;
- 23 n. All licenses, permits, notices, approvals, citations, violations, and fines whether in
24 effect or lapsed, issued by any federal, state, county or public agency;
- 25 o. All tax returns, schedules, operating statements including the most current operating
26 statement;
- 27 p. All business plans, whether completed or proposed;
- 28

- 1 q. All keys, security codes, or other security companies and information relating to the
2 building and improvements utilized by the Subject Properties;
- 3 r. Access to all computers owned by Defendants or their agents and information stored
4 on computer storage media;
- 5 s. All contracts or agreements including all member, insider, employee files and
6 agreements, contracts, health plans and pension plan files;
- 7 t. All work orders, including all amendments, modifications, and revisions thereof,
8 whether in process or recently completed;
- 9 u. All documents relating to repairs, including all estimated costs of repair;
- 10 v. All inspection reports, appraisals, assessments, correspondence, or memoranda
11 regarding the condition or value of the Subject Properties;
- 12 w. All COVID-19 related documentation, including, but not limited to, training,
13 response plans, policies, OSHA reports, and communication;
- 14 x. All documents relating to any potential purchasers or their agents interested in the
15 acquisition of any property of the Subject Properties; and
- 16 y. All building plans, site plans, surveys showing the Subject Properties as built as well
17 as floor plans, drawings, measurements, etc.
- 18 z. Documents identifying and summarizing all pending litigation (excluding this
19 action) and claims and copies of all records relating to the same.
- 20 32. Any and all persons or entities acting under Defendants' direction or on their behalf
21 are further directed and ordered to deliver to the Receiver all rents, revenues, issues, profits, and
22 security deposits of and from the Subject Properties and cooperate in all reasonable ways with
23 Receiver, including endorsing checks related to the Subject Properties to the Receiver.
- 24 33. Pending further order of this Court, Defendants, their officers, and each of their
25 respective partners, directors, agents, servants, and employees, and all persons or entities acting
26 under or in concert with them, or for them, and all other persons with actual or constructive
27 knowledge of this Order, and each of them, shall not:
- 28

1 a. Commit or permit any waste on the Subject Properties or any part thereof,
2 or suffer or commit or permit any act on the Subject Properties on any part thereof in violation of
3 law, or remove, transfer, encumber or otherwise dispose of any of the Subject Properties or the
4 fixtures thereon, or the Subject Properties or any part thereof;

5 b. Directly or indirectly interfere in any manner with the discharge of the
6 Receiver's duties under this Order or the Receiver's possession of and preservation and
7 maintenance of the Subject Properties or related litigation, and shall not interfere with Plaintiff or
8 the Receiver in any way connected with the Receiver's protection of Plaintiff's interests in the
9 Subject Properties;

10 c. Interfere with the Receiver's right to immediate possession of all accounts
11 of Defendants holding rents, profits or proceeds or settlement payments relating to the Subject
12 Properties, and shall turn over all such funds held, wherever held, to the Receiver in furtherance of
13 his duties in furtherance of the receivership estate;

14 d. Demand collection, receive, or in any way divert or use any of the mail,
15 income, royalties, rents, issues, profits, accounts receivable or other income from the Subject
16 Properties and interfere in any manner with collecting or receiving any mail, income, rents,
17 royalties, issues, accounts receivable, profits or substitution thereof;

18 e. Expend, disburse, transfer, assign, sell, convey, devise, pledge, mortgage,
19 create a security interest in, encumber, conceal or in any manner whatsoever deal in or dispose of
20 the whole or any part of the Subject Properties, or Defendants' books and records, without prior
21 court order; or

22 f. Do any act which will, or which will tend to, impair, defeat, divert, prevent
23 or prejudice the preservation of the Subject Properties, Defendants' books and records, the
24 preservation of Plaintiff's interest in the Subject Properties and/or Plaintiff's other collateral.

25 34. Plaintiff shall be required to post a bond in the amount of \$20,000 pursuant to Code
26 of Civil Procedure Section 529. The bond shall be from an admitted surety insurer.

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IT IS SO ORDERED.

Dated: 12/15/2025.



A handwritten signature in black ink, appearing to read "Karen Moskowitz", is written over a horizontal line.

Honorable Judge of the Superior Court
Karen Moskowitz / Judge

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EXHIBIT A-2

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF AGOURA HILLS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1, AS SHOWN ON PARCEL MAP 26245, IN THE CITY OF AGOURA HILLS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO MAP FILED OCTOBER 29, 2004 IN BOOK 327, PAGES 45, 46, 47 AND 48 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF ACCESS AND EASEMENT RIGHTS OVER AND ACROSS CERTAIN DRIVEWAYS TO ESTABLISH INGRESS AND EGRESS EASEMENTS AND PARKING 40 AUTOMOBILES, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN PARKING AGREEMENT AND EASEMENT ACCESS DATED JANUARY 9, 2020 EXECUTED BY RBE 29899 AGOURA LLC, A DELAWARE LIMITED LIABILITY COMPANY, RBE AGOURA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY AND RBE 29901 AGOURA LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED CONCURRENTLY HEREWITH.

APN: 2061-003-036

EXHIBIT A-3

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF AGOURA HILLS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1, AS SHOWN ON PARCEL MAP 7750, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO MAP FILED IN BOOK 121, PAGES 84 AND 85 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF AGOURA ROAD AS VACATED BY RESOLUTION NO. 274, RECORDED MAY 22, 1991 AS INSTRUMENT NO. 91-752646 OFFICIAL RECORDS AND AMENDMENTS RECORDED CONCURRENTLY AS INSTRUMENT NOS. 91-752645 AND 91-752647 OFFICIAL RECORDS, THAT WOULD PASS THROUGH A LEGAL CONVEYANCE OF SAID LAND.

PARCEL 2:

A DRAINAGE EASEMENT ACROSS THAT PORTION OF LAND ADJOINING, AS SET FORTH IN A DRAINAGE ACCEPTANCE AGREEMENT DATED APRIL 2, 1981 AND RECORDED APRIL 6, 1981 AS INSTRUMENT NO. 81-346586 OFFICIAL RECORDS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF ACCESS AND EASEMENT RIGHTS OVER AND ACROSS CERTAIN DRIVEWAYS TO ESTABLISH INGRESS AND EGRESS EASEMENTS AND PARKING 40 AUTOMOBILES, AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN PARKING AGREEMENT AND EASEMENT ACCESS DATED JANUARY 9, 2020 EXECUTED BY RBE 29899 AGOURA LLC, A DELAWARE LIMITED LIABILITY COMPANY, RBE AGOURA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY AND RBE 29901 AGOURA LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED CONCURRENTLY HERewith.

APN: 2061-003-029

EXHIBIT A-4

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO. 25378, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 840 PAGES 38 TO 40 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 2146-006-011

EXHIBIT A-5

PARCEL B:

RIGHTS AND EASEMENTS AS CREATED BY THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT DATED NOVEMBER 21, 1995, BY AND BETWEEN ACD2, A CALIFORNIA CORPORATION, AND LAOP IV, LLC., A NEVADA LIMITED LIABILITY COMPANY RECORDED NOVEMBER 22, 1995 AS INSTRUMENT NO. 95-1868639, OFFICIAL RECORDS, APPURTENANT TO PARCEL "A" ABOVE.

PARCEL C:

RIGHTS AND EASEMENTS AS CREATED BY THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CALABASAS COMMERCE CENTER II DATED MARCH 6, 1996, BY AND BETWEEN ACD2, RECORDED MARCH 14, 1996 AS INSTRUMENT NO. 96-411238, OFFICIAL RECORDS. AND MODIFIED BY THAT CERTAIN DOCUMENT DATED JUNE 28, 2002, RECORDED JUNE 28, 2002 AS INSTRUMENT NO. 02-146 8099 OFFICIAL RECORDS.

APN: 2052-043-018

DECLARATION OF ELECTRONIC SERVICE AND SERVICE BY U.S. MAIL

Case Name: Insurance Commissioner v. Western General Insurance Co.
Case Number: 21STCP01655
Party Represented: Insurance Commissioner of the State of California, in his capacity as
the Liquidator of Western General Insurance Company

Declaration of Electronic Service

1. I am at least 18 years of age and not a party to this matter.
2. I am employed in the Office of the Attorney General of the State of California. My business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013-1230, County of Los Angeles.
3. My electronic service address is Cindy.Pain@doj.ca.gov.
4. On September 28, 2026, I electronically served the following document[s]:

**REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF INSURANCE
COMMISSIONER'S NOTICE OF MOTION AND MOTION TO CONFIRM
DISTRIBUTION PURSUANT TO LANDLORD PROOF OF CLAIM**

5. I electronically served the aforementioned document[s] by emailing them to the following individual[s]:

See Attached Service List

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct, and that this declaration was executed on September 28, 2026.

Cindy Pain
Declarant

/s/ Cindy Pain
Signature

Declaration of Service by U.S. Mail

1. I am at least 18 years of age and not a party to this matter.
2. I am employed in the Office of the Attorney General of the State of California. My business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013-1230, County of Los Angeles.
3. On September 28, 2026, I served the following document[s]:

**REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF INSURANCE
COMMISSIONER'S NOTICE OF MOTION AND MOTION TO CONFIRM
DISTRIBUTION PURSUANT TO LANDLORD PROOF OF CLAIM**

4. I served the aforementioned documents by mailing them to the following individual[s]:

See Attached Service List

5. I am readily familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
6. On September 28, 2026, I enclosed the documents identified in paragraph [3] in a sealed envelope or package addressed to the persons at the address listed in paragraph [4] and placed the envelope for collection and mailing, following our ordinary business practices.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct, and that this declaration was executed on September 28, 2026.

L. Siaumau

Declarant

/s/ L. Siaumau

Signature

LA2020603913
68760259

DECLARATION OF SERVICE BY E-MAIL and U.S. MAIL

Case Name: **Insurance Commissioner v. Western General Insurance Co.**

Case No.: **21STCP01655**

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Colorado Calabasas LLC
c/o Norman Kravetz
21800 Oxnard Street, Suite 500
Woodland Hills, CA 91367
E-mail: nkravetz@rbelc.com

David Wallace, ESQ
General Counsel, Trigild IVL
RE: Receivership Estate of RBE 29899
Agoura, LLC, et al.
8111 Douglas Ave., Ste. 600
Dallas, TX 75225
E-mail: David.Wallace@trigild.com

Warner World, LLC
c/o Norman Kravetz
21800 Oxnard Street, Suite 500
Woodland Hills, CA 91367
E-mail: nkravetz@rbelc.com

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