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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

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| <p>Federal Trade Commission; all Fifty States; and the District of Columbia;</p> <p style="text-align: center;">Plaintiffs,</p> <p>vs.</p> <p>Cancer Fund of America, Inc., a Delaware corporation, et al.;</p> <p style="text-align: center;">Defendants.</p> | <p>CASE NO. CV-15-00884-PHX-NVW</p> <p>STIPULATED ORDER APPOINTING LIQUIDATING RECEIVER OVER CANCER FUND OF AMERICA, INC., AND CANCER SUPPORT SERVICES, INC.</p> |
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Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”) and the states of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the District of Columbia, and Defendants Cancer Fund of America, Inc. (“CFA”) and Cancer Support Services, Inc. (“CSS”), stipulated to the entry of a separate and concurrently filed “Stipulated Order for Permanent Injunction and Monetary Judgment Against Cancer Fund of America, Inc., Cancer Support Services, Inc., and James Reynolds, Sr.,” and have further stipulated to the entry of this Stipulated Order Appointing a Receiver Over Cancer Fund of America, Inc., and Cancer Support Services, Inc.

1 2013; and (6) the Endorsement to the 2013-16 Policy providing a “Discovery Period”
2 from September 30, 2013 to September 30, 2016.

3 5. “MVF Policies” means the Mount Vernon Fire Insurance Company
4 (“MVF”) Nonprofit Directors and Officers Liability Insurance Policies, beginning with
5 Policy No. NDO2009078, for the Policy Period of August 1, 2007 - August 1, 2008;
6 followed sequentially by 12 month policies under policy numbers NDO2009078A,
7 NDO2009078B, NDO2009078C, NDO2009078D, and concluding with policy number
8 NDO2009078E which had a policy period that commenced on August 1, 2012 and
9 remained in effect till August 30, 2013. Policy number NDO2009078E was endorsed to
10 include an Extended Reporting Period till August 1, 2016.

11 6. “Permanent Injunction” means the “Stipulated Order for Permanent
12 Injunction and Monetary Judgment Against Cancer Fund of America, Inc., Cancer
13 Support Services, Inc., and James Reynolds, Sr.” agreed to by CFA, CSS, and James
14 Reynolds, Sr. (“Reynolds, Sr.”).

15 7. “STCO Fund” means the Litigation Deposits Trust Fund (Fund Code “T-
16 xx-909N”), an interest bearing trust fund held by the Hawaii Attorney General’s Office
17 in trust for the Plaintiff States into which Section VIII.E.1 of the Permanent Injunction
18 requires the CFA and CSS Receiver to deposit all monies to be paid to the Plaintiff
19 States.

20 8. “Person” means a natural person, an organization or other legal entity,
21 including a corporation, partnership, sole proprietorship, limited liability company,
22 association, cooperative, or any other group or combination acting as an entity.

23 9. “Fundraising” means a plan, program, or campaign that is conducted to
24 induce charitable contributions by mail, telephone, electronic mail, social media, or any
25 other means.

26 10. “Nonprofit organization” means any person that is, or is represented to be,
27 a nonprofit entity, or that has, or is represented to have, a charitable purpose, specifically
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1 including but not limited to any entity that purports to benefit, either in whole or in part,
2 individuals who suffer or have suffered from cancer.

3 11. “And” and “or” shall be construed both conjunctively and disjunctively to
4 make the applicable sentence or phrase inclusive rather than exclusive.

5 **ORDER**

6 **I. APPOINTMENT OF LIQUIDATING RECEIVER**

7 IT IS FURTHER ORDERED that Receivership Management, Inc., 1101 Kermit
8 Drive, Suite 735, Nashville, TN 37217, is appointed by this Court as Liquidating
9 Receiver (“Receiver”) with all the rights and privileges of an equity receiver over CFA
10 and CSS for the purposes of taking charge of the property and assets of CFA and CSS,
11 conducting the necessary steps to wind down the affairs of CFA and CSS, liquidating
12 their assets, dissolving their corporate existences, and paying all net assets to the STCO
13 Fund. For purposes of this appointment, the Receiver may treat CFA and CSS as a
14 single economic entity. The Receiver shall be the agent of this Court, and solely the
15 agent of this Court, in acting as Receiver under this Order. The Receiver shall be
16 accountable directly to this Court.

17 **II. RECEIVER’S DUTIES AND AUTHORITIES**

18 IT IS FURTHER ORDERED that the Receiver shall be authorized and directed to
19 do any and all acts necessary to the proper and lawful conduct of this receivership,
20 subject to the control of this Court, including but not limited to:

21 A. Take any and all steps that the Receiver concludes are appropriate to wind
22 down the affairs of CFA and CSS, liquidate their assets, and dissolve their corporate
23 existences;

24 B. Exercise full control of CFA and CSS and collect, marshal, and take
25 custody, control, and possession of all the funds, property, premises, accounts,
26 documents, mail, and other assets of, or in the possession or under the control of, CFA
27 and CSS (except the GAIC Policies and the MVF Policies or any payments or refunds in
28 connection with such policies), wherever situated, the income and profits therefrom, and

1 all sums of money now or hereafter due or owing to CFA and CSS, with full power to
2 collect, receive and take possession of all goods, chattels, rights, credits, monies, rents,
3 effects, lands, leases, books and records, limited partnership records, work papers, and
4 records of accounts, including computer maintained information, contracts, financial
5 records, monies on hand in banks and other financial institutions, and other papers and
6 documents of other individuals, partnership or corporations whose interest are now held
7 by or under the direction, possession, custody, or control of CFA and CSS;

8 C. Perform all acts necessary or advisable to complete an accounting of the
9 assets of CFA and CSS, prevent unauthorized transfer, withdrawal, or misapplication of
10 the assets of CFA and CSS, and preserve and pursue recovery of the assets of CFA and
11 CSS from third parties (except the GAIC Policies and the MVF Policies or any
12 payments or refunds in connection with such policies);

13 D. Make disbursements for operating expenses as may be appropriate to wind
14 down the affairs of CFA and CSS, such as for undertaking repairs, and take any other
15 actions necessary to efficiently manage all real and personal property in order to
16 maintain its value;

17 E. Purchase insurance as advisable or necessary. The Receiver may keep in
18 force the existing insurance coverage(s), each of which shall name the Receiver as an
19 additional insured thereunder. The Receiver acknowledges and agrees that when this
20 Order is entered, the GAIC Policies and MVF Policies are not part of this Order;

21 F. Enter into new or amended contracts, agreements, understandings, or other
22 commitments and terminate or abrogate, in the Receiver's sole sound business
23 discretion, any or all agreements, contracts, understandings, or commitments entered
24 into by CFA and CSS, to the extent permitted by applicable law. The Receiver shall not
25 be bound by any unsecured contracts, agreements, understandings, or other
26 commitments in the nature of service contracts that CFA and CSS had, have, or may
27 have with third parties, whether oral or written. The Receiver may agree to become
28 bound by any such contracts, agreements, understandings, or other commitments by

1 affirmative written ratification executed by the Receiver. *Provided that* the Receiver
2 shall immediately terminate any and all fundraising contracts and cease all fundraising;

3 G. Make payments and disbursements from the assets of CFA and CSS that
4 are necessary or advisable for carrying out the provisions of, or exercising the authority
5 granted by, this Order. The Receiver shall apply to the Court for prior approval of any
6 payment of any debt or obligation incurred by CFA or CSS prior to the date of entry of
7 this Order, except payments that the Receiver deems necessary or advisable to secure
8 and liquidate assets of CFA and CSS, such as rental payments or payment of liens;

9 H. Request that the Clerk of the Court issue subpoenas, or have subpoenas
10 issued by the Receiver's attorney pursuant to Rule 45(a)(3) of the Federal Rules of Civil
11 Procedure, to obtain documents and records pertaining to the assets of CFA and CSS,
12 and otherwise to conduct discovery on behalf of CFA and CSS as permitted by the
13 Federal Rules of Civil Procedure, directly or through the Receiver's attorney;

14 I. Institute, prosecute, defend, compromise, intervene, adjust, appear in, and
15 become a party either in the Receiver's own name or in the name of CFA or CSS to such
16 suits, actions, or proceedings in state, federal, or foreign courts as may be necessary for
17 the protection, maintenance, recovery, recoupment, or preservation of the assets of CFA
18 and CSS, including proceedings seeking the avoidance of fraudulent transfers,
19 disgorgements of profits, imposition of constructive trusts, and any other legal and
20 equitable relief that the Receiver deems necessary and appropriate to preserve and
21 recover the assets of CFA and CSS, however, CFA, CSS and their respective counsel of
22 record in the two (2) separate pending actions styled *MOUNT VERNON FIRE*
23 *INSURANCE COMPANY v. CANCER FUND OF AMERICA, INC.; JAMES*
24 *REYNOLDS, SR.; and KYLE EFFLER*, civil action no. 3:14-cv-00568-PLR-HBG in the
25 United States District Court for the Eastern District of Tennessee, and *GREAT*
26 *AMERICAN INSURANCE COMPANY v. CANCER SUPPORT SERVICES, INC.*, civil
27 action no. 2:14-CV-14309 in the United States District Court for the Eastern District of
28 Michigan, ("Coverage Actions") shall retain the right and authority to approve for entry

1 any stipulations, joint motions, or agreed orders necessary to allow those courts to enter
2 final orders declaring the rights of MVF and GAIC under their respective policies of
3 insurance, including, but not limited to, the right of CFA and CSS (and their counsel) to:
4 (i) agree to rescission of the respective MVF and GAIC Policies; and (ii) for CFA and
5 CSS to waive and forgo any rights for the return of any premiums for said Policies, in
6 exchange for MVF and GAIC not pursuing their rights for monetary damages against
7 CFA and CSS, respectively;

8 J. Bring such proceedings and actions as are necessary to enforce or modify
9 the provisions of this Order;

10 K. Perform all incidental acts that the Receiver deems to be advisable or
11 necessary to manage the affairs of CFA and CSS during the winding down phase,
12 liquidate their assets, and dissolve their corporate existences, including, without
13 limitation, the following powers and responsibilities to:

14 1. Retain, hire, or dismiss any employees, independent contractors,
15 and agents as the Receiver deems advisable or necessary;

16 2. Supervise and oversee the management of CFA and CSS, including
17 making payments and paying taxes as and when the Receiver has funds available
18 from CFA and CSS, or from the liquidation thereof;

19 3. Employ such counsel, real estate agents, auctioneers, appraisers,
20 accountants, contractors, other professionals, and other such persons as may be
21 necessary in order to carry out the duties as Receiver and to preserve, maintain,
22 recover, recoup, and protect the assets of CFA and CSS;

23 4. Open new accounts with, or negotiate, compromise or otherwise
24 modify the existing obligations of CFA and CSS with third parties, including
25 utility companies and other service providers or suppliers of goods and services,
26 and to otherwise enter into such agreements, contracts, or understandings with
27 such third parties as are necessary to maintain, preserve, and protect the assets of
28 CFA and CSS;

1 5. Open new bank, brokerage or investment accounts with respect to
2 the Receiver's management and operation of CFA and CSS, and deposit any cash
3 or other assets into said accounts; and

4 6. Surrender for cash value the universal life insurance policy
5 #VPB401223, held by The Lincoln National Life Insurance Company and use the
6 proceeds as necessary to operate the Receivership.

7 L. Dispose of, or arrange for the disposal of, the records of CFA and CSS no
8 later than six months after the Court's approval of the Receiver's final report; except
9 that, to the extent that any federal, state, or local law regulating the activities of CFA and
10 CSS requires the retention of particular records for a specified period, the Receiver shall
11 arrange for such records to be disposed of after the specified period has expired. For any
12 such records, the Receiver may elect to retain records in their original form, or to retain
13 photographic or electronic copies. Records containing personal financial information,
14 personal identifying information, or sensitive health information must be shredded,
15 incinerated, or otherwise disposed of in a secure manner. Records containing the name,
16 address, email address and/or telephone number of any person who made a donation to
17 CFA or CSS (i.e., any donor list) may not be sold, rented, leased, transferred, or
18 otherwise disclosed to any third party and must be destroyed; and

19 M. Pay to the STCO Fund any and all sums collected over and above those
20 necessary to wind down the affairs of CFA and CSS, liquidate their assets, and dissolve
21 them, or those necessary to make payments authorized by this CFA and CSS
22 Receivership Order.

23 **III. TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER**

24 IT IS FURTHER ORDERED that CFA, CSS, and their representatives, agents,
25 officers, directors, employees, managers, members, and any other persons with
26 possession, custody, interest in, or control of property or records relating to CFA and
27 CSS shall:

1 A. Upon notice of this Order by personal service or otherwise, immediately
2 notify the Receiver of all such property and records and, upon receiving a request from
3 the Receiver, immediately transfer or deliver to the Receiver possession, custody, and
4 control of the following:

5 1. All assets of CFA and CSS, including but not limited to any legal or
6 equitable interest in, right to, or claim to, any real, personal, or intellectual
7 property, including chattel, goods, instruments, equipment, fixtures, general
8 intangibles, effects, leaseholds, contracts, mail or other deliveries, shares or stock,
9 securities, inventory, checks, notes, accounts, credits, receivables (as those terms
10 are defined in the Uniform Commercial Code), insurance policies (except for the
11 GAIC Policies and the MVF Policies or any payments or refunds in connection
12 with such policies), lines of credit, cash, trusts (including asset protection trusts),
13 lists of donor names, and reserve funds or any other accounts associated with any
14 donations or other payments processed by, or on behalf of, CFA or CSS,
15 including such reserve funds held by payment processors, credit card processors,
16 caging companies, banks, or other financial institutions;

17 2. All documents of CFA and CSS, including books and records of
18 accounts, all financial and accounting records, balance sheets, income statements,
19 bank records (including monthly statements, canceled checks, records of wire
20 transfers, and check registers), client lists, donor lists, title documents, and all
21 other materials listed in Federal Rule of Civil Procedure 34(a), including writings,
22 drawings, graphs, charts, photographs, audio and video recordings, computer
23 records, digital records, and other data compilations from which information can
24 be obtained and translated, if necessary, into reasonably usable form through
25 detection devices;

26 3. All computers, electronic devices, machines, and data in whatever
27 form used to conduct the business of CFA and CSS, and all passwords and other
28 credentials related thereto;

1 4. All assets and documents belonging to other persons or entities
2 whose interests are under the direction, possession, custody, or control of CFA
3 and CSS; and

4 5. All keys, codes, user names, and passwords necessary to gain or to
5 secure access to any assets or documents of CFA and CSS, including access to
6 their business premises, means of communication, accounts, computer systems,
7 or other property.

8 B. Waive all claims to, and unconditionally release and consent to transfer
9 possession and legal and equitable title of all property of CFA and CSS to the Receiver
10 or a trust designated by the Receiver;

11 C. Until CFA and CSS surrender possession and legal and equitable title of
12 all property of CFA and CSS to the Receiver:

13 1. Maintain and take no action to diminish the value of any property of
14 CFA and CSS, including any structures, fixtures, and appurtenances thereto;

15 2. Remain current on all amounts due and payable on the property of
16 CFA and CSS, including but not limited to taxes, insurance, maintenance, and
17 similar fees; and

18 3. Cause existing insurance coverage for the property of CFA and CSS
19 to remain in force until the surrender of possession and legal and equitable title,
20 and both notify the insurance carrier(s) immediately of the appointment of the
21 Receiver and request that the Receiver be added to the insurance policy or
22 policies as an additional insured thereunder.

23 D. Notwithstanding any other term, condition, or provision of this Order, the
24 Receiver shall not have any legal or equitable rights to the GAIC Policies and MVF
25 Policies, or any payments or refunds in connection with such policies (including, but not
26 limited to, the payment of \$200,000 each being made by GAIC and MVF into the STCO
27 Fund (the "GAIC and MVF Payment"). The Receiver expressly agrees that: (i) the
28 GAIC Policies and MVF Policies, and any payments or refunds in connection with such

1 policies, and the GAIC and MVF Payment are not assets that are subject to this Order;
2 and (ii) prior to this Order becoming effective, CFA and CSS have stipulated in the
3 Coverage Actions as noted in Section II.I, above, that the GAIC and MVF Policies are
4 completely rescinded, null and void, and of no effect whatsoever.

5 **IV. SALE OF PERSONAL PROPERTY OF REYNOLDS, SR.**

6 IT IS FURTHER ORDERED that any personal property transferred to the
7 Receiver by Reynolds, Sr., pursuant to Section VII.C. of the Permanent Injunction or
8 otherwise, shall be treated by the Receiver as assets of the receivership estate and
9 liquidated accordingly. The Receiver shall credit the net proceeds of the sale to the
10 outstanding debt owed by Reynolds, Sr. to CFA.

11 **V. COOPERATION**

12 IT IS FURTHER ORDERED that:

13 A. CFA, CSS, their representatives, agents, officers, directors, employees,
14 managers, members or any other persons with possession, custody, or control of
15 property or records relating to CFA and CSS, specifically including Reynolds, Sr., must
16 cooperate fully with the Receiver and take such other steps as the Receiver may require
17 to transfer to the Receiver, or to the Receiver's designated trust, possession and legal
18 and equitable title to all assets of CFA and CSS within five days of request by the
19 Receiver, including executing any documents, procuring the signature of any person or
20 entity under their control, providing access to the property of CFA and CSS and any
21 necessary information, and turning over any property of CFA and CSS; and

22 B. In the event that any person fails to deliver or transfer any asset or
23 document, or otherwise fails to comply with any provision of this Order, the Receiver
24 may file, ex parte, an affidavit of non-compliance regarding the failure. Upon filing of
25 the affidavit, the Court may authorize, without additional process or demand, writs of
26 possession or sequestration or other equitable writs requested by the Receiver. The writs
27 shall authorize and direct the United States Marshal, any sheriff or deputy sheriff of any
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1 county, or any other federal, state, or local law enforcement officer, to seize the asset,
2 document, or other item covered by this Section and to deliver it to the Receiver.

3 **VI. PROVISION OF INFORMATION TO RECEIVER**

4 IT IS FURTHER ORDERED that CFA, CSS, and Reynolds, Sr., shall provide to
5 the Receiver, immediately upon request, the following:

6 A. Lists of all assets and property, including accounts, of CFA and CSS that
7 are held in the name of CFA or CSS, any name other than the name of CFA and CSS, or
8 by any person or entity other than CFA and CSS; and

9 B. A list of all agents, employees, officers, directors, managers, members,
10 employees, agents, or those persons in active concert and participation with CFA or
11 CSS, who have been associated with or done business with CFA or CSS.

12 **VII. PROHIBITION ON INTERFERENCE WITH THE RECEIVER**

13 IT IS FURTHER ORDERED that CFA, CSS, and their representatives, whether
14 acting directly or through any entity, corporation, subsidiary, division, director,
15 manager, member, employee, agent, affiliate, independent contractor, attorney,
16 accountant, financial advisor, or other device, except as provided herein, as stipulated by
17 the parties, or as directed by further order of the Court, specifically including Reynolds,
18 Sr., are hereby restrained and enjoined from:

19 A. Interfering with the Receiver's efforts to manage, or take custody, control,
20 or possession of, the assets or documents subject to this receivership;

21 B. Transacting any of the business of CFA and CSS;

22 C. Transferring, receiving, altering, selling, encumbering, pledging,
23 assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the
24 possession or custody of, or in which an interest is held or claimed by, CFA, CSS, or the
25 Receiver; and

26 D. Refusing to cooperate with the Receiver or the Receiver's duly authorized
27 agents in the exercise of their duties or authority under any order of this Court.

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1 **VIII. STAY OF ACTIONS AGAINST CFA AND CSS**

2 IT IS FURTHER ORDERED that, except by leave of this Court, during pendency
3 of the receivership ordered herein CFA, CSS, their representatives, and other persons
4 seeking to establish or enforce any claim, right, or interest against or on behalf of CFA
5 and CSS, and all others acting for or on behalf of such persons, are hereby enjoined from
6 taking action that would interfere with the exclusive jurisdiction of this Court over the
7 assets or documents of CFA and CSS, including:

8 A. Petitioning, or assisting in the filing of a petition, that would cause CFA
9 and CSS to be placed in bankruptcy;

10 B. Commencing, prosecuting, or continuing a judicial, administrative, or
11 other action or proceeding against CFA or CSS, including the issuance or employment
12 of process against CFA or CSS, except that such actions may be commenced if
13 necessary to toll any applicable statute of limitations;

14 C. Filing or enforcing any lien on any asset of CFA or CSS, taking or
15 attempting to take possession, custody, or control of any asset of CFA or CSS, or
16 attempting to foreclose, forfeit, alter, or terminate any interest in any asset of CFA or
17 CSS, whether such acts are part of a judicial proceeding, are acts of self-help, or
18 otherwise; and

19 D. Initiating any other process or proceeding that would interfere with the
20 Receiver's efforts to manage or take custody, control, or possession of the assets or
21 documents subject to this receivership; *provided that*, this Order does not stay: (i) the
22 commencement or continuation of a criminal action or proceeding; (ii) the
23 commencement or continuation of an action or proceeding by a governmental unit to
24 enforce such governmental unit's police or regulatory power; (iii) the enforcement of a
25 judgment, other than a monetary judgment, obtained in an action or proceeding by a
26 governmental unit to enforce such governmental unit's police or regulatory power;
27 (iv) the coverage actions referenced in Section II.I, above.

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1 **IX. RECEIVER'S BOND**

2 IT IS FURTHER ORDERED that the Receiver shall file with the Clerk of this Court
3 a bond in the sum of \$25,000 with sureties to be approved by the Court, conditioned that
4 the Receiver will well and truly perform the duties of the office and abide by and
5 perform all acts the Court directs. 28 U.S.C. § 754.

6 **X. COMPENSATION OF RECEIVER**

7 IT IS FURTHER ORDERED that the Receiver and all personnel hired by the
8 Receiver as herein authorized, including counsel to the Receiver and accountants, are
9 entitled to reasonable compensation for the performance of duties undertaken pursuant
10 to this Order and for the cost of actual out-of-pocket expenses incurred. The Receiver's
11 compensation and the compensation of any persons hired by the Receiver is to be paid
12 solely from the assets of CFA and CSS and any proceeds from the liquidation of CFA
13 and CSS, and such payments shall have priority over all other distributions except for
14 any transfer fees, recording fees, or other payments owed through the transfer of the
15 assets of CFA and CSS. The Receiver shall file with the Court and serve on the parties
16 a request for the payment of reasonable compensation at the time of the filing of periodic
17 reports and no less than every 60 days. The Receiver shall not increase the fees or rates
18 used as the basis for such fee applications without prior approval of Plaintiffs and the
19 Court. CFA and CSS shall have no right to object to the Receiver's fees or
20 compensation. Absent a violation of this Order that causes the Receiver to incur fees or
21 expenses, CFA and CSS shall not be liable for the Receiver's fees or expenses.

22 **XI. RECEIVER REPORTS**

23 IT IS FURTHER ORDERED that the Receiver shall periodically file with the
24 Court, no less than every 60 days, a Receivership Report, under oath, accurately
25 identifying any and all revenues received and expenditures made, including adequately
26 detailed information concerning income, expenses, payables, and receivables. These
27 periodic filings shall be served by the Receiver on Plaintiffs, CFA, CSS, and their
28 respective counsel.

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XII. TERMINATION OF RECEIVERSHIP

IT IS FURTHER ORDERED that the Receivership shall continue until terminated by Order of the Court. At the termination of the Receivership, the Receiver shall transfer all assets of CFA and CSS to the STCO Fund described in Paragraph VIII.E of the Permanent Injunction.

Dated this 1st day of April, 2016.



Neil V. Wake
United States District Judge