

EXHIBIT 3

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FILED
Superior Court of California
County of Los Angeles
05/10/2021
Steven R. Carter, Executive Officer / Clerk of Court
By: C. Gyimesi Deputy

7 Attorneys for Plaintiffs, BRILLIANT DIGITAL
ENTERTAINMENT, INC.; EUROPLAY
8 CAPITAL ADVISORS, LLC; CLARIA
INNOVATIONS, LLC; and MONTO
9 HOLDINGS PTY LTD

10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES - NORTHWEST DISTRICT (VAN NUYS)**

13 BRILLIANT DIGITAL ENTERTAINMENT,
INC., a Delaware corporation; EUROPLAY
14 CAPITAL ADVISORS, LLC, a Delaware
limited liability company; CLARIA
15 INNOVATIONS, LLC, a Delaware limited
liability company; and MONTO HOLDINGS
16 PTY LTD, an Australian company,

17 Plaintiffs,

18 v.

19 PERSONALWEB TECHNOLOGIES, LLC,
a Texas limited liability company; and DOES
20 1 through 100, Inclusive,

21 Defendants.

CASE No. 21VECV00575

[Case assigned for all purposes to the Hon.
Judge Bernie C. LaForteza, Department U]

**ORDER FOR *EX PARTE* IMMEDIATE
APPOINTMENT OF A RECEIVER**

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23
24 Upon due and proper consideration of Plaintiffs' *ex parte* application, including the
25 memorandum and declarations filed in support thereof (collectively, "Application"), the
26 Complaint on file herein, and other good cause appearing therefor:

27 **IT IS HEREBY ORDERED** that Robb Evans & Associates LLC, be and is hereby
28 appointed receiver ("Receiver") over Defendant PersonalWeb Technologies, LLC, in this action

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1 subject to the conditions that before entering upon its duties as the Receiver, it shall take the oath
2 and file a bond with a surety thereon of satisfactory proof to the Court in the sum of \$10,000.00 to
3 secure faithful performance of its duties as the Receiver.

4 **IT IS FURTHER ORDERED** that Plaintiffs shall post a bond in the sum of \$1,500.00
5 under Code of Civil Procedure section 527. Plaintiffs shall further be required to post a bond
6 pursuant to Code of Civil Procedure section 566 in the sum of \$1,500.00.

7 **IT IS FURTHER ORDERED** that the Receiver shall have the following powers and
8 responsibilities:

9 1. To enter, gain access, and take possession of the business premises of Defendant
10 PersonalWeb Technologies, LLC, a Texas limited liability company ("PW" and/or "Defendant"),
11 wherever located, including but not limited to, 5380 Old Bullard Rd., Suite 600-322, Tyler, TX
12 75703, and any other location from which Defendant may conduct business in the State of
13 California, in the State of Texas, or otherwise ("Business Premises"), and to seize, manage,
14 control, operate, and collect all of the collateral of Plaintiffs (*i.e.*, all of Defendant's personal
15 property assets) (the "Collateral", a description of which is set forth in Exhibit "1", attached
16 hereto), as the Receiver deems necessary for the proper retention, management, administration,
17 and/or liquidation of the Collateral. But the books and records of Defendant PW, or copies,
18 abstracts, or summaries thereof, shall be made available to Defendant PW as is reasonably
19 necessary from time to time.

20 2. To have and exercise exclusive control over all of the Collateral, and PW, including
21 without limitation all cash and all collateral, which exclusive control includes, without limitation,
22 the discretion to continue in the employment of PW, or not, any currently employed officer,
23 director, employee, servant, third party, attorney, accountant, other professional, and/or agent.

24 3. To borrow from and repay money to the Plaintiffs from time-to-time on a revolving
25 basis with the Plaintiffs' consent, in increments of \$25,000.00, including without limitation under
26 and pursuant to all of the terms, covenants, and conditions contained in the loan documents
27 between the Plaintiffs and PW, as those loan documents may be modified or amended from time-
28 to-time by the Receiver and Plaintiffs. Any liability for such borrowings shall solely be the

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1 responsibility of PW, and not the Receiver. Such authority specifically includes, but is not limited
2 to, the Receiver being authorized to issue to Plaintiffs from time-to-time Receiver's Certificates to
3 evidence and otherwise secure the repayment to the Plaintiffs of any and all of such
4 indebtedness. The Receiver's Certificates shall have priority over all other claims, including
5 without limitation over all general claims against the receivership estate and collectively constitute
6 a lien and charge upon all of the assets of the receivership estate. The lien securing the Receiver's
7 Certificate shall be prior and superior to all liens, encumbrances, and claims against the Collateral
8 held by any other persons or entities, including without limitation any other secured
9 creditors. After any Receiver's Certificate is issued a copy shall be included in the Receiver's
10 monthly report. The original shall be delivered to Plaintiffs to be filed and/or recorded in the
11 Plaintiffs' discretion. As funds in the Receivership Estate are deemed by the Receiver to be in
12 excess of necessary reserves, the Receiver may redeem these Receiver Certificates, or any of
13 them.

14 4. To sell the Defendant PW, and/or all of its assets, in whole or in parts, from time to
15 time in the discretion of the Receiver. The Receiver may, but is not required to, comply with
16 Sections 568.5 and 701.510, *et seq.* of the California Code of Civil Procedure regarding the
17 Receiver's sale of the Collateral. The Receiver shall be authorized to liquidate all of the Plaintiffs'
18 Collateral without the need for further orders, and at the Receiver's discretion, complete the
19 processing, repairing, reconditioning, and/or sale of said Collateral and incur the expenses
20 necessary to preserve, protect, and carry out the foregoing. In connection with the Receiver's sale
21 of all or part of the Collateral, the Receiver is authorized to sell the Collateral to the public "as is"
22 and "with all faults," without such representations or warranties, without seeking Court approval.
23 At any such sale by the Receiver, Plaintiffs, or any of them, separately or collectively, may be a
24 bidder and a purchaser and Plaintiffs shall be allowed to elect to credit bid in any such sale up to
25 the aggregate amount of the total debt owed by PW to all such Plaintiffs, or any of them, or in
26 such smaller increments as Plaintiffs may elect.

27 5. To take any and all steps necessary to receive, collect, and review all mail
28 addressed to Defendant PW, including, but not limited to, mail addressed to each and every one of

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1 their Business Premises and any post office boxes held in the name of Defendant PW, and, at the
2 Receiver's discretion, it is authorized to instruct the U.S. Postmaster to re-route, hold, and or
3 release said mail to the Receiver. Copies of mail reviewed by the Receiver in the performance of
4 its duties will promptly be made available for inspection to Defendant upon request after review
5 by the Receiver. Receiver agrees to maintain the confidentiality of and abide by all laws and
6 regulations with respect to mail it receives, collects and reviews that deal with patient information.

7 6. To demand, collect, and receive all monies, funds, and payments arising from the
8 Plaintiffs' Collateral.

9 7. To take possession of all Plaintiffs' accounts of Defendant and chattel paper as they
10 pertain to the inventory of Defendant, wherever located, and to receive possession of any money
11 on deposit in said Plaintiffs' accounts. The receipt by the Receiver for said funds shall discharge
12 said Plaintiffs from further responsibility for accounting to said account holder for funds for which
13 the Receiver shall give its receipt.

14 8. To establish Plaintiffs' accounts at any financial institution the Receiver deems
15 appropriate for the deposit of monies and funds collected and received in connection with its
16 administration of the Receivership estate, provided that all funds on deposit are insured by an
17 agency of the United States Government.

18 9. To use the taxpayer account number of Defendant in connection with the
19 receivership estate, as necessary to perform and/or carry out the Receiver's duties.

20 10. To execute and prepare all documents and to perform all acts, either in the name of
21 Defendant, as it is applicable, or in the Receiver's own name, which are necessary or incidental to
22 preserving, protecting, managing, controlling, and/or liquidating the Collateral.

23 11. To contact each of the accounts receivable debtors of Defendant ("Accounts
24 Receivable Debtors") in order to advise them not to send further accounts receivable payments to
25 Defendant and to instruct the Accounts Receivable Debtors to send any and all payments directly
26 to the Receiver.

27 12. To compromise debts of Defendant and to do all things and to incur the risks and
28 obligations of similar businesses and enterprises. No risk or obligation incurred by the Receiver

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