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 9

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

<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>STIPULATION RE ORDER APPOINTING LIQUIDATING RECEIVER OVER CANCER FUND OF AMERICA, INC., AND CANCER SUPPORT SERVICES, INC.</p>
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19 Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”) and the
 20 states of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut,
 21 Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky,
 22 Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi,
 23 Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico,
 24 New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania,
 25 Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont,
 26 Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the District of
 27 Columbia, and Defendants Cancer Fund of America, Inc. (“CFA”) and Cancer Support
 28 Services, Inc. (“CSS”), having stipulated to the entry of a separate and concurrently filed

1 “Stipulated Order for Permanent Injunction and Monetary Judgment Against Cancer
2 Fund of America, Inc., Cancer Support Services, Inc., and James Reynolds, Sr.,” further
3 stipulate to the entry of this Stipulated Order Appointing a Receiver Over Cancer Fund
4 of America, Inc., and Cancer Support Services, Inc.

5 THEREFORE, IT IS ORDERED as follows:

6 **FINDINGS**

7 1. Plaintiffs and CFA and CSS have consented to entry of a Stipulated Order
8 for Permanent Injunction and Monetary Judgment Against Cancer Fund of America,
9 Inc., Cancer Support Services, Inc., and James Reynolds, Sr. (“Permanent Injunction”).

10 2. The Permanent Injunction requires that the assets of CFA and CSS be
11 liquidated to partially satisfy the monetary judgment entered against them and that their
12 corporate existences be dissolved.

13 3. Plaintiffs, CFA, and CSS have consented to entry of this Stipulated Order
14 Appointing Liquidating Receiver Over Cancer Fund of America, Inc., and Cancer
15 Support Services, Inc. (“CFA and CSS Receivership Order”).

16 4. Pursuant to the Federal Rules of Civil Procedure, this Court’s general
17 equitable authority, and Sections 13(b) and 19 of the Federal Trade Commission Act, 15
18 U.S.C. § 53(b) and 57b, this Court has the authority to enter the requested relief.

19 **DEFINITIONS**

20 For purposes of this Order, the following definitions shall apply:

21 1. “CFA” means Cancer Fund of America, Inc. (“CFA”), also dba Breast
22 Cancer Financial Assistance Fund, and its successors and assigns.

23 2. “CSS” means Cancer Support Services, Inc. (“CSS”), and its successors
24 and assigns.

25 3. “Receiver” means the receiver appointed by this CFA and CSS
26 Receivership Order.

27 4. “GAIC Policies” means the Great American Insurance Company
28 (“GAIC”) “Nonprofit Solution” Insurance Policies, Policy No. EPP8184213, for the

1 Policy Periods of: (1) September 30, 2008, to September 30, 2009; (2) September 30,
2 2009 to September 30, 2010; (3) September 30, 2010, to September 30, 2011; (4)
3 September 30, 2011, to September 30, 2012; (5) September 30, 2012, to September 30,
4 2013; and (6) the Endorsement to the 2013-16 Policy providing a “Discovery Period”
5 from September 30, 2013 to September 30, 2016.

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

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

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

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

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

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

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

7 **ORDER**

8 **I. APPOINTMENT OF LIQUIDATING RECEIVER**

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

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

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

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

26 B. Exercise full control of CFA and CSS and collect, marshal, and take
27 custody, control, and possession of all the funds, property, premises, accounts,
28 documents, mail, and other assets of, or in the possession or under the control of, CFA

1 and CSS (except the GAIC Policies and the MVF Policies or any payments or refunds in
2 connection with such policies), wherever situated, the income and profits therefrom, and
3 all sums of money now or hereafter due or owing to CFA and CSS, with full power to
4 collect, receive and take possession of all goods, chattels, rights, credits, monies, rents,
5 effects, lands, leases, books and records, limited partnership records, work papers, and
6 records of accounts, including computer maintained information, contracts, financial
7 records, monies on hand in banks and other financial institutions, and other papers and
8 documents of other individuals, partnership or corporations whose interest are now held
9 by or under the direction, possession, custody, or control of CFA and CSS;

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

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

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

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

1 have with third parties, whether oral or written. The Receiver may agree to become
2 bound by any such contracts, agreements, understandings, or other commitments by
3 affirmative written ratification executed by the Receiver. *Provided that* the Receiver
4 shall immediately terminate any and all fundraising contracts and cease all fundraising;

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

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

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

1 action no. 2:14-CV-14309 in the United States District Court for the Eastern District of
2 Michigan, (“Coverage Actions”) shall retain the right and authority to approve for entry
3 any stipulations, joint motions, or agreed orders necessary to allow those courts to enter
4 final orders declaring the rights of MVF and GAIC under their respective policies of
5 insurance, including, but not limited to, the right of CFA and CSS (and their counsel) to:
6 (i) agree to rescission of the respective MVF and GAIC Policies; and (ii) for CFA and
7 CSS to waive and forgo any rights for the return of any premiums for said Policies, in
8 exchange for MVF and GAIC not pursuing their rights for monetary damages against
9 CFA and CSS, respectively;

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

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

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

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

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

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

1 such third parties as are necessary to maintain, preserve, and protect the assets of
2 CFA and CSS;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 D. Notwithstanding any other term, condition, or provision of this Order, the
27 Receiver shall not have any legal or equitable rights to the GAIC Policies and MVF
28 Policies, or any payments or refunds in connection with such policies (including, but not

1 limited to, the payment of \$200,000 each being made by GAIC and MVF into the STCO
2 Fund (the “GAIC and MVF Payment”). The Receiver expressly agrees that: (i) the
3 GAIC Policies and MVF Policies, and any payments or refunds in connection with such
4 policies, and the GAIC and MVF Payment are not assets that are subject to this Order;
5 and (ii) prior to this Order becoming effective, CFA and CSS have stipulated in the
6 Coverage Actions as noted in Section II.I, above, that the GAIC and MVF Policies are
7 completely rescinded, null and void, and of no effect whatsoever.

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

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

14 **V. COOPERATION**

15 IT IS FURTHER ORDERED that:

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

25 B. In the event that any person fails to deliver or transfer any asset or
26 document, or otherwise fails to comply with any provision of this Order, the Receiver
27 may file, ex parte, an affidavit of non-compliance regarding the failure. Upon filing of
28 the affidavit, the Court may authorize, without additional process or demand, writs of

1 possession or sequestration or other equitable writs requested by the Receiver. The writs
2 shall authorize and direct the United States Marshal, any sheriff or deputy sheriff of any
3 county, or any other federal, state, or local law enforcement officer, to seize the asset,
4 document, or other item covered by this Section and to deliver it to the Receiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 **IX. RECEIVER'S BOND**

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

8 **X. COMPENSATION OF RECEIVER**

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

24 **XI. RECEIVER REPORTS**

25 IT IS FURTHER ORDERED that the Receiver shall periodically file with the
26 Court, no less than every 60 days, a Receivership Report, under oath, accurately
27 identifying any and all revenues received and expenditures made, including adequately
28 detailed information concerning income, expenses, payables, and receivables. These

1 periodic filings shall be served by the Receiver on Plaintiffs, CFA, CSS, and their
2 respective counsel.

3 **XII. TERMINATION OF RECEIVERSHIP**

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

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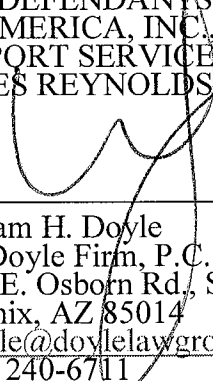
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SO STIPULATED AND AGREED:

FOR DEFENDANTS CANCER FUND OF AMERICA, INC., CANCER SUPPORT SERVICES, INC., AND JAMES REYNOLDS, SR.:

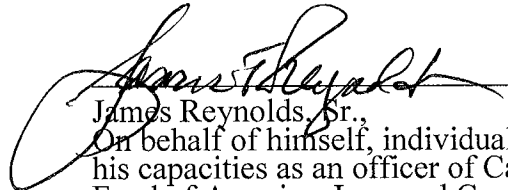
Date: Feb. 2, 2016



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Attorneys for James Reynolds, Sr.,
Cancer Support Services, Inc., and
Cancer Fund of America, Inc.

JAMES REYNOLDS, SR.

Date: Feb. 2, 2016

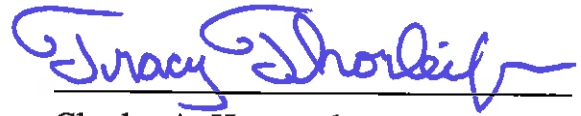


James Reynolds, Sr.,
On behalf of himself, individually, and in
his capacities as an officer of Cancer
Fund of America, Inc., and Cancer
Support Services, Inc.

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FOR PLAINTIFF FEDERAL TRADE
COMMISSION:


Date: March 28, 2016



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FOR THE STATE OF NEW MEXICO
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FOR THE STATE OF ARIZONA

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FOR THE STATE OF ALABAMA

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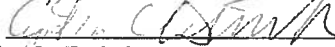
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Signed March 3, 2016

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FOR THE STATE OF ALASKA

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FOR THE STATE OF ARKANSAS

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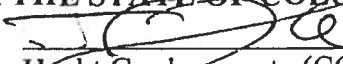
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Signed *March 10*, 2016

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FOR THE STATE OF COLORADO

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~~FOR THE STATE OF DELAWARE~~

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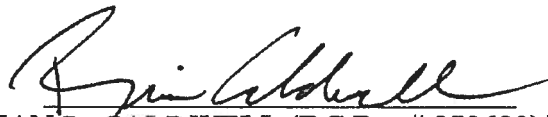
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FOR THE STATE OF ILLINOIS

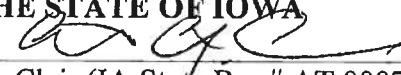
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FOR THE STATE OF IOWA

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FOR THE STATE OF KANSAS

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FOR THE COMMONWEALTH OF KENTUCKY

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FOR THE STATE OF LOUISIANA

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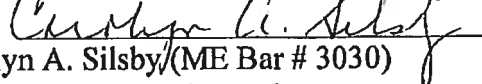
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Signed March 1st, 2016

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Signed Feb. 12, 2016

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FOR THE COMMONWEALTH OF
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FOR THE STATE OF MICHIGAN

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FOR THE STATE OF NEVADA

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FOR THE STATE OF NEW HAMPSHIRE

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FOR THE STATE OF NEW JERSEY

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FOR THE STATE OF NEW YORK

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FOR THE STATE OF NORTH CAROLINA

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FOR THE STATE OF NORTH DAKOTA

STATE OF NORTH DAKOTA
Wayne Stenehjem
Attorney General

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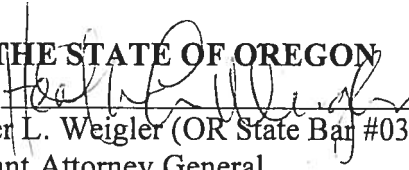
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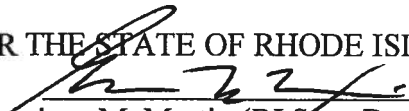
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Signed March 1, 2016

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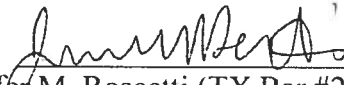
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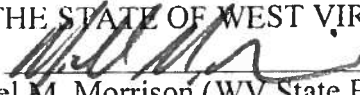
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