

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

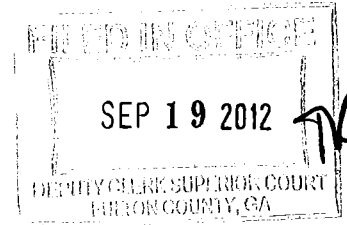
**STATE OF GEORGIA *ex rel.* JOHN D.
SOURS, Administrator of the Fair Business
Practices Act,**

Plaintiff,

v.

**INTERNATIONAL ESTATE BROKERS,
LLC d/b/a WATCH BROKERS and d/b/a
WEBUYWATCHES.COM; and RONALD
L. BERGH, III, individually,**

Defendants.



**CIVIL ACTION FILE NO.
2012-CV-217825**

ORDER APPOINTING RECEIVER

This matter is before the Court on the Emergency Ex Parte Motion for Appointment of Receiver and for Injunctive Relief (the "Motion") and Supplemental Verified Complaint and Petition for Appointment of Receiver and Injunctive Relief ("Verified Complaint") filed by Plaintiff State of Georgia *ex rel.* John D. Sours, Administrator of the Fair Business Practices Act and the Governor's Office of Consumer Protection. Having determined that the legal and factual bases set forth in the Motion satisfy the standards established under the Fair Business Practices Act ("FBPA"), O.C.G.A. § 10-1-397, as well as the Court's inherent equitable authority, and that ex parte relief is warranted under the circumstances, the Court hereby ORDERS as follows:

A. Appointment and Authority of Receiver. Christopher J. Tierney (the "Receiver"), a Managing Director of Hays Financial Consulting, LLC, is appointed as receiver for International Estate Brokers, LLC d/b/a Watch Brokers and d/b/a webuywatches.com ("Watch Brokers"), for the purpose of managing Watch Brokers and its assets in order to preserve and protect consumers' rights and property and to pay for the judgment previously entered, and

damages. In furtherance of this purpose, until further order from the Court or the final disposition of this action, whichever is earlier, the Receiver is hereby empowered, and has the authority of this Court to exercise his powers, to accomplish the following:

1. to take control over, manage and operate Watch Brokers;
2. to segregate, preserve, protect and account for all assets of Watch Brokers;
3. to sue for, collect, receive, and take into his possession all the goods and chattels, rights and credits, moneys and effects, lands and tenements, books, records, documents, papers, choses in action, bills, notes, and property of every description derived by means of any practice declared to be illegal and prohibited by the FBPA, including property with which such property has been mingled if it cannot be identified in kind because of such commingling, and to sell, convey, and assign the same and distribute the proceeds thereof to those consumers who are owed restitution or are owed payment under the terms of an agreement for brokerage services;
4. to take possession of all bank accounts or parts thereof containing funds associated with Watch Brokers and to open, transfer and change all bank and trade accounts relating to Watch Brokers, so that all such accounts are in the name of the Receiver;
5. to employ Hays Financial Consulting, LLC appraisers, legal counsel, or other service providers to assist the Receiver as may be necessary in the performance of his duties created hereunder, and to pay reasonable value for services rendered by such service providers, which expense shall be deemed to be expenses of the receivership;
6. to conduct any investigation and accounting that the Receiver believes is appropriate and reasonable with respect to any past or current financial, accounting or tax matters relating to Watch Brokers, including, but not limited to, an investigation of current and former employees and investors of Watch Brokers, for the purpose of determining acts or

omissions that have harmed consumers and locations or dispositions of assets that should have been used for restitution to consumers;

7. to take all actions deemed reasonably necessary and prudent to preserve and protect consumers' interests and rights in consigned watches, including, but not limited to, providing full restitution to consumers for watch sales (in accordance with the terms of any governing agreements) and returning consigned watches to consumers; and

8. to take all other actions as may be reasonable, necessary or proper to manage Watch Brokers, to protect consumers and consignors, and to maximize the funds available to provide consumer restitution in the Receiver's sole business judgment.

B. Preservation of Rights of the Parties. The appointment of the Receiver shall not affect the Parties' respective rights or positions in this case. Under no circumstances shall the Receiver be allowed to assist in or file a lawsuit against any of the Parties, their employees, representatives or officers, in regards to Watch Brokers, unless so directed by the Court.

C. Temporary Injunction of Parties. Until further order of this Court, or as otherwise provided herein, or until dissolution of the receivership established by this Order, Watch Brokers, Ronald L. Bergh, III ("Bergh") and Watch Brokers' officers, representatives, agents, servants, employees and anyone acting on behalf of or through or under Watch Brokers, directly or indirectly, and any persons receiving notice of this Order, are enjoined as follows:

1. from withdrawing, collecting, paying, spending or otherwise transferring any monies derived from the operation of Watch Brokers, including, but not limited to, any monies received from the sale of watches, except to the Receiver;

2. from removing or selling any watches or other assets of Watch Brokers without the express written consent of the Receiver;

3. from possessing, conveying, disposing, liquidating, assigning, encumbering, transferring and/or converting any personal property or fixtures located on or at the Watch Brokers showroom, located at 3073 Peachtree Rd. NE, Atlanta, Georgia 30305;

4. from entering into any agreement for brokerage or consignment services without the express written consent of the Receiver;

5. from removing, destroying, concealing, changing or altering in any manner any of the books or records relating to Watch Brokers, wherever they may be housed;

6. from interfering, directly or indirectly, in any way with the Receiver's management, operation and control over Watch Brokers; and

7. from taking any action with respect to the assets of Watch Brokers, and watches received by Watch Brokers from consumers, without the express written consent of the Receiver.

D. Items to Be Delivered to Receiver. Watch Brokers and Bergh are hereby ordered to immediately turn over to the Receiver, in an orderly fashion, the following:

1. possession of the Watch Brokers showroom, located at 3073 Peachtree Rd. NE, Atlanta, Georgia 30305, and all assets located therein and any keys, passwords, security codes or other access devices related to said premises;

2. any and all documents, instruments, files, books, and records relating to Watch Brokers, whether in electronic or hard copy, including, but not limited to, records of payments to consignors and any third-parties under any brokerage agreement;

3. any and all agreements, whether in electronic or hard copy, between Watch Brokers and any consumer relating to the sale, consignment or brokerage of any watch;

4. any and all payments made to Watch Brokers;

5. all business, financial, and accounting financial records relating to Watch Brokers, whether in electronic or hard copy;

6. a record of all consumer transactions and a record of all material consumer complaints from January 17, 2012 to the present, as required pursuant to Paragraph X.F. of the Assurance of Voluntary Compliance accepted by the Administrator on January 17, 2012;

7. all documents identifying any and all pending or potential litigation or claims relating to Watch Brokers; and

8. all other records pertaining to Watch Brokers and required by the Receiver in its sole judgment to perform its duties under this Order.

E. Waiver of Bond Requirement. The requirement of posting a bond pursuant to O.C.G.A. § 9-8-10 is hereby waived.

F. Cooperation with Receiver. Watch Brokers, Bergh, any agents or representatives of Watch Brokers or Bergh, and any other person currently in possession of or associated with Watch Brokers or its assets, shall cooperate fully with the Receiver in the conduct of its duties and shall immediately provide to the Receiver any and all such information and access to any and all such people and records as the Receiver shall request.

G. Violations. Interference with the above activities of the Receiver, or violation of the Injunction set forth in Paragraph C, may subject the violating party to contempt of court and make the violating party subject to such other sanctions as the Court may decide to impose.

H. Compensation of Receiver. The Receiver shall be compensated for its services provided pursuant to this Order as follows: The Receiver will bill for its services at its normal hourly rates, which range from \$50 to \$400 per hour depending on the employee's experience and level of responsibility. The Receiver agrees that his blended hourly rate each billable

calendar month, coupled with that of his firm, will be the lesser of \$250 per hour or the actual blended hourly rate.

I. Limitation of Liability. Except for an act of gross negligence or willful misconduct, the Receiver and all persons engaged or employed by the Receiver shall not be liable for any loss or damage incurred by Watch Brokers, Bergh or any other person, by reason of any act performed or omitted to be performed by them in connection with the discharge of their duties and responsibilities in this matter.

J. Assistance of Marshall or Sheriff. It is Ordered that, upon the request of the Receiver, the Fulton County Sheriff and/or any appropriate county sheriff's office, shall assist the Receiver in carrying out its duties to take possession, custody or control of any assets, records or other materials or items relating to Watch Brokers.

K. Reports. Effective at the end of each calendar month beginning on October 30, 2012, the Receiver shall make a written report to this Court with respect to carrying out of his duties. The Parties shall be given access to these reports. In addition, the Parties shall be authorized to review the books and records of the Receiver upon twenty-four (24) hours' notice to the Receiver.

L. This Court will retain jurisdiction over this matter for all purposes and may order other and further relief as this Court deems appropriate under the circumstances. The Receiver and any of the Parties may at any time, on proper notice to the other Parties, apply to this Court for further or other instructions and for further power necessary to enable the Receiver to properly fulfill the duties hereunder, seek extension of the Receiver's powers, or seek dissolution of the receivership for good cause.

SO ORDERED this 19th day of September, 2012.



Honorable Cynthia D. Wright
Superior Court of Fulton County, Georgia

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