

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

IN RE:)	NO. 3:07-mc-135
)	
A MATTER UNDER INVESTIGATION)	FILED UNDER SEAL
BY GRAND JURY NUMBER 1)	
(#2007R00845))	

ORDER

Whereas, the United States has requested, and the Court has granted, a preliminary injunction under 21 U.S.C. § 853(e)(1)(B) regarding the forfeiture of property owned or controlled by Defendants Tony Pough, Joseph Brunson, and Timothy McQueen, doing business under the following names: Three Hebrew Boys, LLC; Capital Consortium Group, LLC; Brunson Outreach; Daniel Development Group, LLC; Wotteth Outreach Ministries; Vision Financial Service; Faith Ministries; Warrior Express; TMS Family Trust; Purpose Driven, LLC; Tri-Warrior Transit, LLC; Tri-Transit Logistics, LLC; KMF, Inc.; and Vision Outreach (collectively, "Three Hebrew Boys").

Whereas, the United States of America has filed a motion for the appointment of a Receiver for Three Hebrew Boys, with full and exclusive power, duty and authority to administer and manage the business affairs, funds, assets, choses in action and any other property of Three Hebrew Boys, marshal and safeguard all of the assets of Three Hebrew Boys, and take whatever actions are necessary for the protection of the United States and investors.

Whereas, the United States has made a sufficient and proper showing under 21 U.S.C.

§ 853(e)(1)(B) justifying the issuance of a preliminary injunction and under 21 U.S.C. § 853(e)(1) justifying the appointment of a receiver.

Whereas, the court has appointed as Receiver Beattie B. Ashmore, Esquire, Greenville, South Carolina [see Order dated August 15, 2007], after determining that Attorney Ashmore is eminently qualified to be appointed as Receiver of all of the assets, properties, books and records, and other items of Three Hebrew Boys, including any properties, assets and other items held in the names of Three Hebrew Boys' principals.

Now, Therefore, IT IS ORDERED, ADJUDGED AND DECREED that Beattie B. Ashmore, Esquire, 644 East Washington Street, Greenville, South Carolina, is hereby appointed the Receiver for Three Hebrew Boys, their subsidiaries, successors and assigns, and is hereby authorized, empowered, and directed to:

1. Take immediate possession of all property, assets and estates owned, controlled, used, or in the possession of Three Hebrew Boys, of every kind whatsoever and wheresoever located, including, but not limited to, rights of action, books, papers, data processing records, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, and all real property of Three Hebrew Boys, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order, and to hold all other assets pending further order of this court.

Access to Seized Documents and Property

In the event that any of the foregoing documents or property have been seized by the

Federal Bureau of Investigation, such authorities are directed to grant the Receiver and his agents full and unfettered access to review and copy such documents and property to permit the Receiver to discharge his duties, subject to the FBI's ability to review, store, and assure said documents are safeguarded for use in future legal proceedings.

2. Investigate the manner in which the affairs of Three Hebrew Boys were conducted and institute such actions and legal proceedings, for the benefit and on behalf of Three Hebrew Boys, and their respective investors or other creditors, as the Receiver deems necessary against those individuals, corporations, partnerships, associations and/or unincorporated organizations, that the Receiver may claim to have wrongfully, illegally or otherwise improperly misappropriated or transferred monies or other proceeds directly or indirectly traceable from investors in Three Hebrew Boys, including against Three Hebrew Boys, and their respective officers, directors, employees, affiliates, subsidiaries or any persons acting in concert or participation with them, or against any transfers of monies or other proceeds directly or indirectly traceable from investors in Three Hebrew Boys; provided such actions may include, but not be limited to, seeking imposition of constructive trusts, disgorgement of profits, of debts, and such orders from this Court as may be necessary to enforce this Order.

3. Present to this Court a report reflecting the existence and value of the assets and liabilities of Three Hebrew Boys.

4. Appoint one or more special agents, employ legal counsel, actuaries, accountants, clerks, consultants and assistants as he deems necessary and to fix and pay their

reasonable compensation and reasonable expenses thereof and all reasonable expenses of taking possession of Three Hebrew Boys' assets and businesses, and exercising the power granted by this Order, subject to approval by this Court at the time the Receiver accounts to the Court for such expenditures and compensation.

5. Engage persons in his discretion to assist him in carrying out his duties and responsibilities as Receiver, including, but not limited to, the United States Marshal's Service or a private security firm.

6. Defend, compromise or settle legal actions, including the instant proceeding, wherein Three Hebrew Boys or the Receiver is a party, commenced either prior to or subsequent to this Order, with authorization of this Court; except, however, in actions where Three Hebrew Boys is a nominal party, as in certain foreclosure actions where the action does not affect the assets of Three Hebrew Boys, the Receiver may file appropriate pleadings in his discretion. The Receiver may waive any attorney-client or other privilege held by Three Hebrew Boys.

7. Assume control of, and be named as authorized signatory for, all accounts at any bank, brokerage firm or financial institution that has possession, custody or control of any assets or funds, wherever situated, of Three Hebrew Boys and, upon order of this Court, of any of their subsidiaries or affiliates, provided that the Receiver deems it necessary.

8. Make or authorize such payments and disbursements from the funds and assets taken into control, or thereafter received by the Receiver, that are reasonable in discharging his duties as Receiver.

9. Have access to and review all mail (except for mail that appears on its face to be purely personal or subject to an attorney-client privilege held by other than a receivership entity) received at any address affiliated with Three Hebrew Boys. All mail that is opened by the Receiver and determined to be purely personal (and not reasonably likely to assist the Receiver in discharging his duties) or attorney-client privileged, shall be promptly delivered to the addressee. The Receiver shall not retain a copy of any such purely personal or privileged mail.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, in connection with the appointment of the Receiver provided for above:

10. Three Hebrew Boys, and all of their respective directors, officers, agents, employees, shareholders, and other persons who are in custody, possession, or control of any assets, books, records, or other property of Three Hebrew Boys, shall deliver forthwith upon demand such property, monies, books and records to the Receiver, and shall forthwith grant to the Receiver authorization to be a signatory as to all accounts at banks, brokerage firms or financial institutions that have possession, custody or control of any assets or funds in the name of or for the benefit of Three Hebrew Boys.

11. All banks, brokerage firms, financial institutions, or other business entities that have possession, custody or control of any assets, funds or accounts in the name of, or for the benefit of Three Hebrew Boys shall cooperate expeditiously in the granting of control and authorization as a necessary signatory as to said assets and accounts to the Receiver.

12. Unless and as authorized by the Receiver, Three Hebrew Boys and their

respective principals shall take no action on behalf of Three Hebrew Boys.

13. Three Hebrew Boys, and their respective principals, officers, agents, and employees shall cooperate fully with the Receiver, including, if requested, appearing for deposition testimony and producing documents, upon two business days' notice (which may be sent by facsimile), and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the Receiver of the funds, assets, premises, or choses in action described above.

14. The Receiver, or any counsel who the Receiver may select, is entitled to reasonable compensation from the assets now in the possession or control of, or which may be received by, Three Hebrew Boys; said amount or amounts of compensation shall be commensurate with the duties performed, subject to approval of the Court.

15. During the period of this Receivership, all persons, including creditors, banks, investors, or others, with actual notice of this Order, are enjoined from filing a petition for relief under the United States Bankruptcy Code without prior permission from this Court, or from in any way disturbing the assets or proceeds of the receivership or from prosecuting any actions or proceedings that interfere with the discharge of the Receiver's obligations.

16. The Receiver is fully authorized to proceed with any filing he may deem appropriate under the Bankruptcy Code as to Three Hebrew Boys.

17. Title to all property, contracts, rights of action, and books and records of Three Hebrew Boys, and their respective principals, wherever located, is vested by operation of law

in a receiver.

18. Upon request by the Receiver, any company providing telephonic services to Three Hebrew Boys, shall provide a reference of calls from all numbers presently assigned to Three Hebrew Boys, to any such number designated by the Receiver or perform any other changes necessary to the conduct of the receivership.

19. Any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to Three Hebrew Boys shall maintain such service and transfer any such accounts to the Receiver unless otherwise instructed by the Receiver.

20. The United States Postal Service is directed to provide any information requested by the Receiver regarding any Defendant or Relief Defendant, and handle future deliveries of Three Hebrew Boys' mail as directed by the Receiver.

21. No bank, savings and loan association, financial institution, or any other person or entity, shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court.

22. No bond shall be required in connection with the appointment of the Receiver. Except for an act of gross negligence, the Receiver shall not be liable for any loss or damage incurred by Three Hebrew Boys, or the Receiver's officers, agents or employees, or any other person, by reason of any act or omission by the Receiver in connection with the discharge of his duties and responsibilities hereunder.

23. Service of this Order shall be sufficient if made upon Three Hebrew Boys, or

their respective principals by facsimile or overnight courier.

24. In the event that the Receiver discovers that funds of persons who have invested in Three Hebrew Boys, have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds.

IT IS SO ORDERED.

/s/ Margaret B. Seymour
UNITED STATES DISTRICT JUDGE

Columbia, South Carolina

September 4, 2007