

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)	ORDER
BY GRAND JURY NUMBER 1)	
(#2007R00845))	

Whereas, the United States requested, and the Court granted, a preliminary injunction under 21 U.S.C. § 853(e)(1)(B) regarding the forfeiture of property owned or controlled by Tony Pough, Joseph Brunson, and Timothy McQueen, individually and doing business as “Three Hebrew Boys,” a collective term used to include the number of entities these individuals control, as set forth hereinbelow; and

Whereas, the United States of America 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; and

Whereas, the United States 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; and

Whereas, the court appointed as Receiver Beattie B. Ashmore, Esquire, Greenville, South Carolina on September 5, 2007 (see Order dated September 5, 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; and

Whereas the court subsequently entered Orders dated September 18, 2007, November 27, 2007 and June 23, 2008, filed UNDER SEAL, which have each amended or modified the September 5 Order in significant ways; and

Whereas Tony Pough, Joseph Brunson and Timothy McQueen now have been indicted on counts of conspiracy to commit mail fraud in violation of 18 U.S.C. § 1349, swindling in violation of 18 U.S.C. § 1341; scheming to defraud in violation of 18 U.S.C. § 2314, and engaging in monetary transactions by, through and to a financial institution in criminally derived property, in violation of 18 U.S.C. § 1957; all of which charges include forfeiture allegations;

Now, Therefore, IT IS ORDERED, ADJUDGED AND DECREED that Beattie B. Ashmore, Esquire, 644 East Washington Street, Greenville, South Carolina, shall remain the Receiver for 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.; Vision Outreach; Bethel Construction; M & M Holdings; Meshak Holdings; Multiplex Educational Ministries; Wealth Creation and Prosperity Forum; Saint Peter and Paul, LLC; Free Gospel Church of Our Lord; Hester Services; Ernest Hester, individually or d/b/a Hester Services; PMB; Beauty Extraordinaire; Ernestine Green; Brenda Irizarry; Dolly Bullock; Heritage CTL Corp (collectively, "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, accessed or authorized by or for the benefit of the Three Hebrew Boys, their family members and their acquaintances that have and continue to receive, withdraw, hold, and /or disburse money on behalf of the 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. 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 fruit 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. If the Receiver in executing his duties believes it is in the best interest of all parties and persons affected that certain assets seized should be liquidated in order to maximize the value, the Receiver shall submit to the court a request for approval, and, if good cause be shown, such approval will be granted.

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—or for the benefit of—the 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 which 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, independent representatives 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 or may have—per information provided by the Receiver—possession, custody or control of any assets, funds or accounts in the name of, or for the benefit of Three Hebrew Boys or in the name of or for the benefit of individuals known to be working in concert with the Three Hebrew Boys (including those acting in the capacity of independent representatives) shall cooperate expeditiously in providing necessary information and in the granting of control and authorization as a necessary signatory as to said assets and accounts to the Receiver. Any required disclosure and notification of the Receiver's request for information and/or control of said assets and accounts shall occur in a manner so as not to impede the duties of the Receiver.

12. Unless and as authorized by the Receiver, Three Hebrew Boys, and their respective principals or anyone purporting to act on their behalf shall take no action on behalf of or for the benefit of Three Hebrew Boys.

13. Three Hebrew Boys, and their respective principals, officers, agents, employees and independent representatives 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 Receivers 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 Receivers 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, employees, independent representatives 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.

25. The Receiver is ordered to file a Report on his activities every sixty days, with the next Report due December 8, 2008.

26. This Order shall supersede the Orders of September 5, 2007, September 18, 2007, and November 27, 2007 while upholding the complete authority specified therein. For the reasons stated in the court's June 23, 2008 order and the government's motion filed June 20, 2008, and for good cause shown, the within order is unsealed.

IT IS SO ORDERED.

/s/ Margaret B. Seymour
UNITED STATES DISTRICT JUDGE

Columbia, South Carolina

October 10, 2008