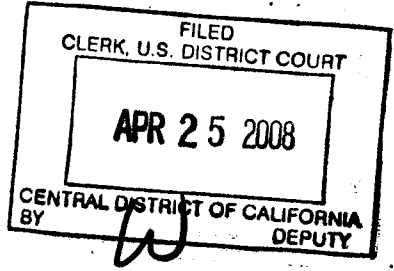


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ORIGINAL

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 ALAN DEBONNEVILLE,  
15 Plaintiff,  
16 vs.  
17 BROCK PIERCE,  
18 Defendant.

) No. CV 07-3776 R (MANx)  
) ~~PROPOSED~~ TEMPORARY  
) RESTRAINING ORDER

) Date Filed: April 24, 2008  
) Trial Date: May 20, 2008

21 Plaintiff Alan Debonneville ("Debonneville") has filed an Ex Parte Application  
22 for Temporary Restraining Order and Writ of Attachment and Memorandum in  
23 Support (the "Application") against Defendant Brock Pierce ("Pierce").

24 1. Pursuant to Central District Local Rules 7-20 and 52, after considering  
25 Debonneville's Application, including the Declarations filed in support thereof, the  
26 Court finds that unless Pierce, Pierce's officers, agents, servants, employees, and  
27 attorneys and other persons who are in active concert or participation with anyone  
28 described in Rule 65(d)(3)(A) or (B) is immediately restrained from the following

~~PROPOSED~~ TEMPORARY RESTRAINING ORDER

1 acts, Pierce will commit these acts, thus causing immediate and irreparable injury to  
2 Debonneville:

- 3 a. Contacting any bank for Debonneville or his attorneys for purposes  
4 of reversing any payment Pierce made to Debonneville under the  
5 terms of the parties' settlement agreement in this lawsuit (the  
6 "Settlement"), including specifically:
  - 7 i. UBS AG, Debonneville's bank in Hong Kong; and
  - 8 ii. Bank of America, The Beckham Group's bank in Dallas.
- 9 b. Attempting to reverse any payment made to Debonneville or his  
10 attorneys.
- 11 c. Interfering with any of Debonneville's rights under the Settlement.
- 12 d. Failing timely to comply with any of the terms of the Settlement.
- 13 e. Filing any suit relating to the Settlement in any other jurisdiction,  
14 or before any other judge in this jurisdiction, other than a personal  
15 bankruptcy suit.

16 2. Also pursuant to Central District Local Rules 7-20 and 52, the Court  
17 finds that the injury Debonneville would suffer if any of the foregoing acts were  
18 committed would be irreparable, because the Application establishes that such wrongs  
19 would be part of a wrongful scheme by Pierce, already commenced, to attempt to  
20 illegally recover settlement payments already paid to Debonneville or to avoid paying  
21 Pierce's settlement obligations. If Pierce was successful, Debonneville would not be  
22 able to recover his losses from Pierce, and would otherwise wholly lack an adequate  
23 remedy at law.

24 3. Pursuant to Rule 65(b)(1)(A) of the Federal Rules of Civil Procedure, this  
25 Order is granted *ex parte* because the Court finds that if Pierce is not immediately  
26 restrained, even for the time necessary to give notice and conduct a hearing, he could  
27 commit the aforesaid wrongful acts, and Plaintiff Debonneville would suffer the  
28 aforesaid irreparable injury.

1 THEREFORE, for the foregoing reasons, the Court hereby Orders that:  
2 following:

3 4. Defendant Pierce, and any and all of his agents, servants, attorneys and  
4 all persons acting for him or on his behalf or in concert with him, be and are  
5 commanded forthwith to immediately desist and refrain from committing any of the  
6 following acts, from the date of the entry of this Order until its expiration or further  
7 Order of this Court:

- 8 a. Contacting any bank for Debonneville or his attorneys unless it is  
9 to make the additional payments owed under the Settlement  
10 Agreement, including the following:
  - 11 i. UBS AG, Debonneville's bank in Hong Kong; and
  - 12 ii. Bank of America, The Beckham Group's bank in Dallas.
- 13 b. Attempting to reverse any payment made to Debonneville or his  
14 attorneys.
- 15 c. Interfering with any of Debonneville's rights under the Settlement.
- 16 d. Failing timely to comply with any of the terms of the Settlement.
- 17 e. Taking any action to sell, assign, transfer, mortgage, encumber,  
18 hypothecate, or otherwise burden any asset owned directly or  
19 indirectly by Pierce, unless such action is performed solely to raise  
20 funds to be paid to Debonneville.
- 21 f. Filing any suit relating to the Settlement, Debonneville or his  
22 attorneys, in any other jurisdiction, or before any other judge in  
23 this jurisdiction, other than a personal bankruptcy suit.

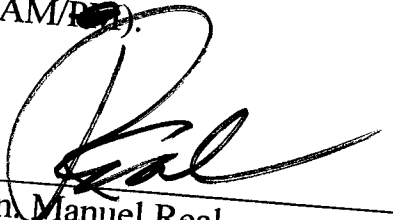
24 ~~Additionally, to the extent that Pierce was successful in recovering any amount or any~~  
25 ~~payment made to Debonneville or his attorneys, Pierce must immediately tender said~~  
26 ~~amount into the registry of the Court.~~

1 5. The Clerk shall issue notice to Pierce that the hearing on Debonneville's  
2 application for (preliminary or) permanent injunction shall be heard on May 5,  
3 2008, at 10 a.m/~~p.m~~, before this Court.

4 6. This Order shall not be effective unless and until Plaintiff Debonneville  
5 posts bond in the amount of \$10,000, which, pursuant to Rule 65(c) of the Federal  
6 Rules of Civil Procedure, is the amount this Court finds proper for security to be paid  
7 to Pierce for his costs and damages in the amount he is found to have been wrongfully  
8 enjoined or restrained by this Order.

9 IT IS SO ORDERED:

10 Signed this 25<sup>th</sup> day of April 2008 at 10:30 (AM/~~PM~~).

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Hon. Manuel Real

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