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8	UNITED STATES DISTRICT COURT				
9	FOR THE CENTRAL DISTRICT OF CALIFORNIA				
10	SECURITIES AND EX	CHANGE	Case No. 8:2	3-cv-00855-J	WH-KESx
11	Plaintiff,		ORDER RE	GARDING	
12	v.		RECEIVER	'S UNOPPO	OSED VE SALE OF
13	INTEGRATED NATIO	ONAL	PROPERTY	[ECF Nos.	VE SALE OF 276 & 277]
14	RESOURCES, INC. WEEDGENICS, RC)LF MAX			
15	HIRSCHMANN aka "I BERGMANN," and				
16	PATRICK EARL WILI	JAMS,			
17	Defendants	s, and			
18	WEST COAST DEVEL				
19	LLC, INR CONSUL (WYOMING ENTI				
20		RMANCE LLC,			
21	ONE CLICK GENERAL MEDIA IN	C.,			
22	JOHN ERIC FRANCO	M,			
23	INR-CA INVESTMEN LLC, MICHAEL DELGADC				
24	MICHAEL DELGADO SOLUTION CONS	TRUCTION			
<i>25</i>		LLC, DIA LLC,			
26 27	TYLER CAMPBEL INR CONSULTING L	L,			
28	(CALIFORNIA EN'	ΤΪΤΥ).			
20					

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HIDDEN SPRINGS HOLDINGS GROUP LLC, and ALEXANDRIA PORTER BOVEE aka "AIA MONTGOMERY,"

Relief Defendants.

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28 TRO & Orders [ECF No. 17].

Before the Court are the Receiver's two unopposed motions to approve the sale of property and pay the associated broker's commission. The Court concludes that these matters are appropriate for resolution without a hearing. *See* Fed. R. Civ. P. 78; L.R. 7-15. After considering the Motions and the docketed non-opposition from the affected parties, the Court **GRANTS** the Receiver's Motions as unopposed.

In May 2023, the SEC filed a Complaint seeking a preliminary injunction against Defendants Integrated National Resources Inc. dba WeedGenics ("INR"), Rolf Max Hirschmann aka "Max Bergmann" ("Hirschmann"), and Patrick Earl Williams (collectively, "Defendants") and various Relief Defendants, including Alexandria Porter Bovee ("Bovee"), West Coast Development LLC, INR Consulting LLC (Wyoming Entity), Oceans 19 Inc. ("Oceans 19"), Autobahn Performance LLC ("Autobahn"), One Click General Media Inc. ("One Click"), and Opus Collective ("Opus") (collectively, "Relief Defendants"), and seeking the appointment of a permanent receiver over INR and the entity-Relief Defendants.² On the same day, the SEC filed a Memorandum of Points and Authorities, as well as supporting declarations and exhibits, seeking the same relief initially on a temporary basis via a Temporary Restraining Order ("TRO").³ Three days later, the Court entered the TRO.⁴

In June 2023, the Court granted the preliminary injunction and issued orders (1) freezing Defendants' and Relief Defendants' assets; (2) appointing Freitag as Permanent Receiver; (3) requiring accountings from Defendants and

Receiver's Mot. for Order (the "<u>First Motion</u>") [ECF No. 276]; Receiver's Mot. for Order (the "<u>Second Motion</u>") [ECF No. 277] (jointly, the "<u>Motions</u>").

See Compl. (the "Complaint") [ECF No. 1].

SEC's Mem. of P. & A.; Supporting Declarations [ECF Nos. 4-10.]

Relief Defendants; and (4) prohibiting the destruction of documents.⁵ Since it issued those initial orders, the Court has issued many follow-on orders variously extending and adjusting the scope of the TRO and PI. Ultimately, the parties stipulated to, and the Court issued, judgment as to Defendant INR and Relief Defendants.⁶

With her first Motion, the Receiver seeks authority to sell real property belonging to Defendant and Receivership Entity Autobahn located at 7691 Gracemoor Court, Las Vegas, Nevada, and to pay the Broker a commission equaling four percent of the gross sales price. With her second Motion, the Receiver seeks authority to sell a different real property, also belonging to Autobahn, located at 5963 N. Hacienda Ave., Boise, Idaho, and to pay the Broker a commission equaling four percent of the gross sales price. Various parties filed notices of non-opposition to the Motions, including Autobahn—the party that would be affected by the sales. No party has objected to either Motion.

For the reasons set forth above, the Court hereby **ORDERS** as follows:

1. The Receiver's two Motions are **GRANTED**.

Prelim. Inj. with Respect to Certain Defs. & Relief Defs. & Orders [ECF No. 33].

See Stipulation for J. as to Def. INR [ECF No. 230]; Stipulation for J. as to Relief Defs. [ECF No. 231]; J. as to Def. INR [ECF No. 237]; J. as to Relief Defs. [ECF No. 238].

⁷ See generally First Motion.

⁸ See generally Second Motion.

Defs.' Notice of Non-Opp'n to Motions [ECF No. 283] (Defendants Autobahn, Hirschmann, Oceans 19, One Click General Media, and Opus Collective); *see also* Def.'s Notice of Non-Opp'n to Motions [ECF No. 284] (Defendant Bovee).

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- The sale of property located at 7691 Gracemoor Court, Las Vegas, 2. Nevada 89149, as described in Exhibit A to the Declaration of Krista L. Freitag in support of the Motion, by Krista L. Freitag, as Receiver, to Shai and Eden Shnaider Cohen, or their designee, is **CONFIRMED** and **APPROVED**.
- The purchase price of \$1,055,000 for the property is 3. **CONFIRMED** and **APPROVED**.
- The broker's commission of \$15,000 and 2% to a buyer's agent is APPROVED, and the Receiver is AUTHORIZED to pay such commission.
- The Receiver is **AUTHORIZED** to complete the sale transaction 5. forthwith, including executing any and all documents as may be necessary and appropriate to do so.
- The sale of property located at 5963 N. Hacienda Avenue, Boise, 6. Idaho 83703, as described in Exhibit A to the Declaration of Krista L. Freitag in support of the Motion, by Krista L. Freitag, as Receiver, to Valerie Uhlorn and Brian Portugais, or their designee, is **CONFIRMED** and **APPROVED**.
- The purchase price of \$1,722,050 for the property is 7. **CONFIRMED** and **APPROVED**.
- The broker's commission of 4% of the purchase price is 8. APPROVED, and the Receiver is AUTHORIZED to pay such commission.
- The Receiver is AUTHORIZED to complete the sale transaction 9. forthwith, including executing any and all documents as may be necessary and appropriate to do so.
- In the event that the Winning Bidder fails to close the sale 10. transaction in accordance with RE-21 Real Estate Purchase and Sale Agreement (including the Amendment thereto) attached to the Notice of Results as Exhibit A, then the sale of the Property by the Receiver to Christine Zuk ("Back-Up Bidder") pursuant to the RE-21 Real Estate Purchase and Sale Agreement (including the Amendment thereto) attached to the Notice of

Results as Exhibit B for \$1,700,000.00 is APPROVED and the Receiver is AUTHORIZED to complete the sale to Back-Up Bidder, including executing any and all documents as may be necessary and appropriate to do so. IT IS SO ORDERED. Dated: November 7, 2024 UNITED STATES DISTRICT JUDGE