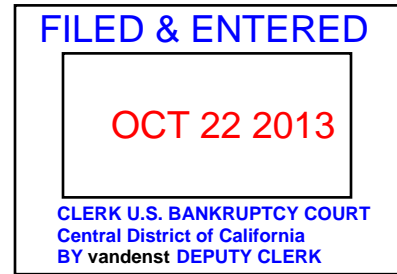


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8  
9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11 **LOS ANGELES DIVISION**

12 In re  
13 GGW BRANDS, LLC, et al.  
14 Debtor.

Case No. 2:13-bk-15130-SK  
Jointly Administered  
Chapter 11

15 R. TODD NEILSON, solely in his capacity as  
16 chapter 11 trustee,

**Adv. No. 2:13-ap-01468-SK**

17 Plaintiff,

**PRELIMINARY INJUNCTION**

18 v.

19 JOSEPH R. FRANCIS, an individual,

Hearing:

20 Defendant.

Date: October 22, 2013  
Time: 9:00 a.m.  
Judge: Hon. Sandra Klein

1 On April 23, 2013, R. Todd Neilson, chapter 11 trustee (the “Trustee”) of the bankruptcy  
2 estates of GGW Brands, LLC, GGW Direct, LLC, GGW Events, LLC, and GGW Magazine, LLC  
3 (collectively, with GGW Marketing, LLC, the “Debtors” or “GGW”), filed an *Emergency Motion*  
4 *for (1) Temporary Restraining Order, and (2) Order to Show Cause Why a Preliminary Injunction*  
5 *Should Not Issue Against Joseph R. Francis* (the “Motion”). The Trustee concurrently filed under  
6 seal a memorandum of points and authorities and several declarations in support of the Motion.

7 On April 24, 2013, the Court held a hearing on the Motion and considered the Motion, the  
8 memorandum of points and authorities, declarations in support of the Motion, and all other  
9 pleadings filed in the Debtors’ cases. Based on this review and consideration, the Court issued a  
10 Temporary Restraining Order against Joseph R. Francis (the “TRO”) and issued an order to show  
11 cause (the “OSC”) why a preliminary injunction should not issue against Mr. Francis. *See*  
12 *Temporary Restraining Order and Order to Show Cause Why a Preliminary Injunction Should*  
13 *Not Issue Against Joseph R. Francis* [Docket No. 16]. Subsequently, on May 2, 2013, following  
14 stipulation of the parties [Docket No. 30] this Court entered the Order *Approving Stipulation*  
15 *Resolving Emergency Ex Parte Application To Enforce And, To The Extent Necessary, Clarify*  
16 *And Expand Temporary Restraining Order By Specifically Naming Additional Parties* [Docket  
17 No. 32] (the “Consent Order”), which clarifies that Abbey Wilson, Perfect Science Labs, LLC,  
18 and Argyle Online, LLC (together, the “Additional Persons”) must abide by the TRO and sets  
19 forth additional requirements for Joseph Francis, the Additional Persons and those acting in  
20 concert with them.

21 After several continuances, the Court set a hearing on the OSC for October 22, 2013, and  
22 set a briefing schedule regarding the OSC. *See* Docket No. 58. Francis did not timely file any  
23 opposition to the OSC, and the Court, therefore, ordered that “the Court deems Francis’s failure to  
24 file a timely opposition to the [OSC] to be consent to the granting of the preliminary injunctions.”  
25 *Order Re: Untimely Opposition to Issuance of Preliminary Injunction* [Docket No. 82].

26 NOW, THEREFORE, based on its review and consideration of the Motion, the  
27 memorandum of points and authorities, declarations in support of the Motion, all other pleadings  
28

1 filed in this adversary proceeding and the Debtors' cases, the Court FINDS and DETERMINES  
2 that:

3 A. A preliminary injunction is necessary to maintain the status quo. This Order is  
4 issued to protect the Debtors and their employees from Joseph R. Francis threatening the Debtors'  
5 employees or otherwise interrupting, interfering with, or exerting influence or control over the  
6 Debtors' operations or its employees.

7 B. Good cause exists to grant a preliminary injunction. Permitting Joseph R. Francis  
8 to continue to interfere with the Debtors' operations or employees would have an immediate and  
9 irreparable impact on the Debtors and their employees. Threatening the employees irreparably  
10 harms the Debtors' reorganization efforts, imposes additional costs and burdens on the Debtors,  
11 and jeopardizes the employees' physical safety and well-being. The resulting harm to the Debtors  
12 would be immediate, substantial, and irreparable because several of its important employees may  
13 choose to resign from the Debtors if such activity continues.

14 C. The Trustee's service of the Motion on Mr. Francis, including by personally  
15 delivering a copy to his residence and advising his counsel who has represented him in other  
16 matters, was reasonable under the circumstances and is adequate.

17 **ACCORDINGLY, IT IS HEREBY ORDERED:**

18 1. Until the earlier of (i) the conclusion of the above-captioned adversary proceeding  
19 or (ii) the modification or dissolution of this Order, Defendant Joseph R. Francis and his agents,  
20 servants, employees, attorneys, and those persons in concert or participation with him, are  
21 HEREBY ENJOINED AND RESTRAINED from:

- 22 • Communicating with GGW's employees. Enjoined communications shall include,  
23 without limitation, calling, e-mailing, texting, faxing, or otherwise contacting,  
24 engaging with, or attempting to exercise influence or control over any employees  
25 rendering services to GGW.
- 26 • Coming within 100 feet of GGW's offices (located at 10940 Wilshire Boulevard,  
27 Los Angeles, California 90024 (the "Premises")) or its employees.

28

1           • Interfering with the Trustee’s control of GGW’s assets (including, without  
2 limitation, any servers or computers that have GGW electronically stored  
3 information).

4           • Threatening or harassing employees of GGW or Argyle Online, LLC.

5           2. Without limiting the foregoing, Mr. Francis, the Additional Persons and any of his,  
6 her, and their agents, servants, employees, attorneys, and others acting in concert with all or any of  
7 them are hereby ENJOINED AND RESTRAINED from any action that will impede or attempt to  
8 impede the access of the Debtors, the Trustee, or any of the Trustee’s and/or the Debtors’  
9 personnel, employees, agents, attorneys or any other persons working with or for them from  
10 accessing, utilizing, conducting business and other similar activities at the Premises. Without  
11 limitation, this paragraph prohibits changing locks or combinations, activating or deactivating  
12 parking, elevator and suite keys and key cards or entering the Premises save and except with the  
13 express permission of the Trustee.

14           3. Without limiting the foregoing, Mr. Francis, the Additional Persons and any of his,  
15 her, and their agents, servants, employees, attorneys, and others acting in concert with all or any of  
16 them are hereby ENJOINED AND RESTRAINED from taking any action that will interfere with  
17 the Trustee’s and/or the Debtors’ ability to utilize personnel currently performing services for the  
18 Trustee or the Debtors. Without limitation, this paragraph prohibits communicating with any of  
19 the Debtors’ employees in any way absent express permission of the Trustee. The preceding is  
20 intended to specifically prohibit abusive communications, telephone calls, and any and all other  
21 written or oral communications of any kind to the maximum extent permitted under the laws of  
22 California and the United States.

23           4. Without limiting the foregoing, Mr. Francis, the Additional Persons and any of his,  
24 her, and their agents, servants, employees, attorneys, and others acting in concert with all or any of  
25 them are hereby ENJOINED AND RESTRAINED from: (i) taking any action that would (if taken  
26 by either Mr. Francis personally or by any of the Additional Persons) violate this Preliminary  
27 Injunction; or (ii) solicit others to take actions that would (if taken by either Mr. Francis personally  
28 or by any of the Additional Persons) violate this Preliminary Injunction.



## NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*): PRELIMINARY INJUNCTION was entered on the date indicated as Entered on the first page of this judgment or order and will be served in the manner stated below:

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)** - Pursuant to controlling General Orders and LBRs, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of (*date*) 10/22/13, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses stated below:

Brendt C Butler brendt.butler@gmail.com  
Richard K Diamond rdiamond@dgdk.com, DanningGill@gmail.com  
Matthew Heyn mheyne@ktbslaw.com  
Michael D Kolodzi mdk@mdklawfirm.com  
Robert J Pfister rpfister@ktbslaw.com  
Ronald N Richards ron@ronaldrichards.com, nick@ronaldrichards.com  
Steven J Schwartz sschwartz@dgdk.com, DanningGill@gmail.com  
United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov  
Jonathan M Weiss jweiss@ktbslaw.com

Service information continued on attached page.

**2. SERVED BY THE COURT VIA UNITED STATES MAIL:** A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses indicated below:

Service information continued on attached page.

**3. TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or order which bears an Entered stamp, the party lodging the judgment or order will serve a complete copy bearing an Entered stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below:

Joseph Francis

Ronald Tym

Michael Kolodzi

Service information continued on attached page.