

RETURN DATE: APRIL 15, 2008

STATE OF CONNECTICUT

*Plaintiff*

vs.

THE F&S OIL COMPANY, INC.,  
CARLSON FUEL OF MERIDEN, INC.,  
CARLSON FUEL OIL, LLC, VILLAGE  
OIL, INC., U.S. FUELS, LLC, AND  
BOSSE GRAZIANO OIL COMPANY

*Defendants*

: SUPERIOR COURT  
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: JUDICIAL DISTRICT OF HARTFORD  
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: AT HARTFORD  
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: March 14, 2008  
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**ORDER**

The Plaintiff's Application for *Ex Parte* Temporary Injunction and for Immediate Appointment of Receiver having been presented to me, and having examined the Plaintiff's Verified Complaint, Application, and supporting Affidavit, hereby enters the following ORDER against the Defendant Defendants, The F & S Oil Company, Inc. and its affiliates, subsidiaries and related entities including Carlson Fuel Of Meriden, Carlson Fuel Oil, LLC, Village Oil, Inc., U.S. Fuels, LLC, and Bosse Graziano Oil Company (collectively, with F&S, the "Defendants"):

**Temporary Injunction**

1. Pursuant to General Statutes § 52-471 et seq., the Defendants, as well as all their representatives, agents, employees and all other persons acting in active concert with or on behalf of them, are hereby restrained by this Court, until the date of any show cause hearing on

this Application, and such time thereafter as the Court shall Order, from directly or indirectly:

- a) dissipating any assets of the Defendants in any fashion;
- b) removing any computers, computer files or hard drives, or any portions thereof, at anytime used by any of Defendants, their representatives, agents, employees and all other persons acting in active concert with or on behalf of them, from their present location(s);
- c) deleting data from, destroying or otherwise disposing of any computers, computer files or hard drives, or any portions thereof, at anytime used by any Defendant, as well as all their representatives, agents, employees and all other persons acting in active concert with or on behalf of them; and
- d) taking any action that would undermine the implementation of any part of this Order.

**Appointment of Receiver Pendente Lite**

2. Pursuant to Connecticut General Statutes §§ 42-110f and 42-110m, Carlton E. Helming, CPA and the firm of Helming & Company, P.C., 8 Fairfield Avenue, P.O. Box 847, Wallingford, Connecticut 06492, are hereby appointed as Receiver for the Defendants, to serve without bond, to have the powers set forth in Connecticut General Statutes § 42-110f, which include, but are not limited to, the authority:

- a) to take immediate possession of the Defendants' books and records, in whatever form and wherever located, and remove them to a safe location selected by the receiver;
- b) to review the Defendants' records to identify consumers injured by the Defendants' conduct, along with nature and extent of the consumers' injuries;
- c) to sue for, collect, receive and take into his possession all real property and personal property and general tangibles and intangibles owned by the Defendants wherever located (collectively, the "Receivership Assets") and to sell, convey, and assign the same and hold and dispose of the proceeds thereof under the direction of the Court. Receivership Assets shall include, without limitation, all funds, land, buildings and structures, leases, fixtures and movable personal property, records, licenses, intangible property, plus all accounts, rents, deposits, royalties, issues, profits, revenues and income thereof. To the extent necessary, the Receiver shall have authority to instruct the Defendants, their agents or employees to turn over all keys, security codes, blueprints, maintenance records, contracts and lease agreements, as may be necessary to implement the provisions of this Order.
- d) to determine location or disposition, recipient or use of any funds paid by

consumers to the Defendants for prepaid home heating oil contracts;

- e) to make available to the Department of Consumer Protection and the Office of the Attorney General all of the Defendants' books and records and to cooperate with the Department of Consumer Protection and the Office of the Attorney General in connection with the investigation and litigation of claims arising under the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b, et seq. without further order of this Court;
- f) to liquidate, make a claim for or otherwise enforce the rights to any instrument or security, or the proceeds thereof, obtained or maintained by, or on behalf of, the Defendants, pursuant to Conn. Gen. Stat. § 16a-23n(c), to assure the performance of their obligations to consumers under prepaid home heating oil contracts, and, upon approval of this Court, to distribute the proceeds of such security to, or for the benefit of, consumers who are parties to such prepaid home heating oil contracts;
- g) to make demands for the freezing and turnover of funds upon any financial institution which the Receiver has determined is a depository of funds belonging to or arising from the Receivership Assets, whether such accounts be titled in the name of the Defendants or others;

- ( ) ( )
- h) to establish separate bank accounts (the "Receivership Accounts") in which all profits, revenues and all other sources of funds generated by the Receivership Assets (collectively, the "Revenues") shall be deposited as well as any and all funds borrowed from third parties;
  - i) to establish separate bank accounts (the "Receivership Accounts") in which all Revenues shall be deposited as well as any and all funds borrowed from third parties;
  - j) to hire, subject to the approval of the Court, such individuals as may be needed to assist the Receiver in the discharge of his duties, including, but not limited, managers, agents, employees, independent contractors and servants, as may be advisable or necessary in their judgment to discharge their duties;
  - k) to hire, subject to the approval of Court, independent legal counsel (the "Receiver Counsel") and pay such person for their services at rates to be approved by the Court;
  - l) to conduct discovery in accordance with the Connecticut Rules of Practice with any other person, party or entity to fulfill his duties and to locate and secure the Receivership Assets or the assets of the Facilities' residents;
  - m) to institute or prosecute suits or summary proceedings (i) for the collection of

any sums due or owing to the Defendants, (ii) for the removal of any person(s) or entity(ies) unlawfully in possession of any Receivership Assets, or (iii) otherwise related to the Receivership Assets or business of the Defendants. The Receiver may also defend against any legal action brought against the Receiver in their capacity as Receiver of the Receivership Assets or against or pertaining to the Receivership Assets or the business of the Defendants. Any legal actions to which the Receivership is a party shall be reported to the plaintiff and the Court. The Receiver shall not be personally liable for any actions or inactions taken or not taken in good faith by the Receiver in the performance of her duties as Receiver hereunder

n) to settle the estate and distribute the assets under the direction of the Court. No creditor shall execute upon, sell, dispose, or liquidate property of the defendants absent permission of the Receiver or upon order of the Court.

3. The Receiver shall be compensated for his services, in accordance with the rate schedule attached hereto, as determined by the Court plus reasonable and necessary out-of-pocket expenses (such as phone). All sums paid to the Receiver and Receiver's Counsel shall be subject to the approval of this Court. The Receiver and/or Receiver's Counsel shall file a motion for payment of fees and expenses with this Court that shall include hourly time records


supporting such services. Such fees and expenses shall only be paid upon approval by this Court. All such motions shall be filed no less frequent than every sixty (60) days after the submission of the first report of the Receiver as set forth in paragraph I herein.

4. To the extent that, at the conclusion of this case or the termination of this Receivership, the Receiver is owed unpaid approved fees or expenses, and such fees or expenses cannot be satisfied from the Receivership Assets, the State Department of Consumer Protection shall compensate the Receiver for such fees or expenses in amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00).

5. It is further ordered that a hearing upon confirmation of the Receiver be held before the Court not sooner than seven (7) days after the Return Date of April 15, 2008, and that the Receiver shall send a notice of the provisions of this Order to all known creditors of the Defendants, which notice shall be mailed, by first-class mail within seven (7) business days of the date of this Order.

**SO ORDERED**

3/14/08  
Date

  
Judge of the Superior Court