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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE WA

EXP01

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

AMY STARR,

Petitioner,

v.

ALIREZA PANAHPOUR, DDS,

Respondent.

NO. 18-2-03437-0 SEA

~~[PROPOSED]~~ ORDER FOR THE
APPOINTMENT OF A GENERAL
RECEIVER

THIS MATTER having come before the Court upon the Petition for the Appointment of a Receiver of Alireza Panahpour ("Debtor"), pursuant to RCW 7.08.030(3) and RCW 7.60.025(1)(j); and the Court having considered the files and records herein, including the following pleadings:

(1) Petition for the Appointment of Receiver Pursuant to RCW 7.08.030(3) & RCW 7.60.025(1)(j);

(2) _____

and deeming itself fully advised of the facts pertaining thereto; the Court finds that grounds exist for appointment of a general receiver in accordance with RCW 7.08.030(3) and RCW 7.60.025(1)(j), to take charge over all of the assets of Debtor, including the Debtor's personal property, which includes but is not limited to equipment, electronics, and instruments located at 12826 SE 40th Lane, Suite 102, Bellevue, WA, 10070 NE 10th St, #C-512, Bellevue, WA; 14205 SE 36th St. #365, Bellevue, WA 98006, personal property at 1917 Selby Avenue, #302, Los

[PROPOSED] ORDER FOR THE
APPOINTMENT OF A GENERAL
RECEIVER - 1

Peterson | Wampold
Rosato | Feldman | Luna
1601 FOURTH AVENUE, SUITE 2800
SEATTLE, WASHINGTON 98101-3677
PHONE: (206) 624-6800
FAX: (206) 682-1415

1 Angeles, CA 90025; 10700 NE 10th Street, #C-512, Bellevue, WA 98004 belonging to Debtor, as
2 well as all business assets and income derived from Dr. Panahpour's business "Systemic Dentist"
3 and any other business or practice of his, including income derived from speaking or teaching
4 engagements, and the following real property (and any additional real property owned by Debtor):

5 Waubansia Drive, Cherokee Village, AR 72529
6 Fulton County Parcel Nos. 270-16411-0000 and 270-1614-000

7 Ochopee Drive, Cherokee Village, AR 72529
8 Fulton County Parcel Nos. 270-16439-000, 270-16460-000, and 270-16499-000;

9 and to do such acts as are required to protect and preserve the business, assets, and the income
10 stream therefrom; now, therefore,

11 IT IS HEREBY ORDERED that:

12 Resource Transition Consultants, LLC ("the Receiver") is appointed general receiver to take
13 charge over all of the assets of Debtor wherever located, including, but not limited to, all Debtors'
14 assets including the including the Debtor's personal property, which includes but is not limited to
15 equipment, electronics, and instruments located at 12826 SE 40th Lane, Suite 102, Bellevue, WA,
16 10070 NE 10th St, #C-512, Bellevue, WA; 14205 SE 36th St. #365, Bellevue, WA 98006, personal
17 property at 1917 Selby Avenue, #302, Los Angeles, CA 90025; 10700 NE 10th Street, #C-512,
18 Bellevue, WA 98004 belonging to Debtor, as well as all business assets and income derived from
19 Dr. Panahpour's business "Systemic Dentist" and any other business or practice of his, including
20 income derived from speaking or teaching engagements, and the following real property (and any
21 additional real property owned by Debtor):

22 Waubansia Drive, Cherokee Village, AR 72529
23 Fulton County Parcel Nos. 270-16411-0000 and 270-1614-000

24 Ochopee Drive, Cherokee Village, AR 72529
25 Fulton County Parcel Nos. 270-16439-000, 270-16460-000, and 270-16499-000;

1 During the Receivership, and until further order of the Court, the Debtor shall remain under
2 this Court's exclusive jurisdiction in accordance with RCW 7.60.055.

3 Unless and until otherwise ordered by the Court, the Receiver shall be a General Receiver,
4 with exclusive possession and control over all Assets, with the power and authority authorized by
5 RCW 7.60.060, including:

6 The power to incur or pay expenses incidental to the Receiver's preservation and use of
7 the property with respect to which the appointment applies, and otherwise in the performance of
8 the Receiver's duties, including the power to pay obligations incurred prior to the Receiver's
9 appointment if and to the extent that payment is determined by the Receiver to be prudent in order
10 to preserve the value of property in the Receiver's possession and the funds used for this purpose
11 are not subject to any lien or right of setoff in favor of a creditor who has not consented to the
12 payment and whose interest is not otherwise adequately protected;

13 The power to do all things which the owner of the business or property might do in the
14 ordinary course of the operation of the business as a going concern or use of the property including,
15 but not limited to, the purchase and sale of goods or services in the ordinary course of such
16 business, and the incurring and payment of expenses of the business or property in the ordinary
17 course;

18 The power to assert any rights, claims, or choses in action of the person over whose
19 property the Receiver is appointed relating thereto, if and to the extent that the claims are
20 themselves property within the scope of the appointment or relate to any receivership property, to
21 maintain in the Receiver's name or in the name of such a person any action to enforce any right,
22 claim, or chose in action, and to intervene in actions in which the person over whose property the
23 Receiver is appointed is a party for the purpose of exercising the powers under this
24 subsection (1)(c);

25 The power to intervene in any action in which a claim is asserted against the person over
26 whose property the Receiver is appointed relating thereto, for the purpose of prosecuting or

1 defending the claim and requesting the transfer of venue of the action to the court. This power is
2 exercisable with or without court approval;

3 The power to assert rights, claims, or choses in action of the Receiver arising out of
4 transactions in which the Receiver is a participant;

5 The power to pursue in the name of the Receiver any claim under chapter 19.40 RCW
6 assertable by any creditor of the person over whose property the Receiver is appointed, if pursuit
7 of the claim is determined by the Receiver to be appropriate;

8 The power to seek and obtain advice or instruction from the court with respect to any course
9 of action with respect to which the Receiver is uncertain in the exercise of the Receiver's powers
10 or the discharge of the Receiver's duties;

11 The power to obtain appraisals with respect to property in the hands of the Receiver; and

12 The power by subpoena to compel any person to submit to an examination under oath, in
13 the manner of a deposition in a civil case, with respect to estate property or any other matter that
14 may affect the administration of the receivership.

15 The Receiver is authorized to collect, settle, and compromise and otherwise liquidate any
16 and all rents, issues, profits, income, revenues, accounts or proceeds of the Assets for or on account
17 of Debtor's operations or the Assets, without further order of this Court or, in the Receiver's sole
18 discretion, with court approval on notice and hearing including an ex parte basis. The Receiver
19 may undertake its collection duties in Debtor's and/or the Receiver's name in assisting it with the
20 collection of Debtor's uncollected accounts receivable. The Receiver may alter the place of
21 payment, and otherwise take all actions necessary to collect all outstanding accounts receivable of
22 Debtor, and to liquidate all other Collateral and proceeds thereof ("Collateral Proceeds"), including
23 without limitation notifying account debtors to pay the Receiver directly the proceeds of all
24 outstanding accounts receivable and a copy of this Order may be remitted to account debtors and
25 may be relied upon by account debtors as authority to pay the Receiver solely and directly. Any
26

1 account debtor who makes payment to the Receiver shall have full credit in the amount of such
2 payment with respect to its obligations owing to Debtor.

3 The Receiver shall file with the Court a report of the Receiver's operations and financial
4 affairs in accordance with RCW 7.60.100 every month following commencement of the
5 receivership. Each report of the Receiver shall be due by the last day of the month and shall include
6 the following:

7 An updated schedule of assets and liabilities pursuant to RCW 7.60.090;

8 A statement of accounts payable of the Receiver, including professional fees. The
9 statement shall list the name of each creditor and the amounts owing and remaining unpaid over
10 thirty days; and

11 Notice of Compensation.

12 The Receiver is authorized to perform legal, accounting, consulting and tax services with
13 respect to the Assets, as necessitated by this proceeding or by law in connection with the
14 performance of the Receiver's duties. The Receiver shall be under no obligation to complete or
15 file tax returns or other regulatory or governmental reports on behalf of Debtor, such responsibility
16 to remain with the Debtor but the Receiver shall furnish Debtor with such access to books and
17 records within the Receiver's custody or control as reasonably may be requested by it and
18 necessary in order for it to complete and file such returns, or other regulatory or governmental
19 filings or reports, provided that Debtor shall provide three (3) business days' advance notice of the
20 filing or submission of any such returns, filings or reports.

21 The Receiver is authorized to bring and prosecute actions for (i) the recovery of any Assets
22 held by third parties; and (ii) the collection of any sums owing to Debtor which constitute Assets.

23 The Receiver shall have exclusive possession and control over the Property, with the power
24 and authority to preserve, protect, operate, and liquidate those assets and to distribute the proceeds
25 thereof to the party or parties legally entitled to them, The Receiver may open and maintain such
26 bank accounts as may be necessary for the deposit of monies collected or received by the Receiver.

1 The deposits or proceeds of deposits deposited in Debtor's bank accounts may be transferred to
2 the Receiver's accounts. The Receiver in its discretion may maintain in place, or renew in the
3 name of the Receiver, all existing depository relationships with respect to the assets existing
4 between Debtor and its banks or other financial institutions. The Receiver may obtain a federal
5 tax identification number to provide to such banks so as to establish such accounts. All financial
6 institutions, insurance companies, governmental agents, credit card processors, insurance agents
7 or underwriters, utility providers, vendors, supplies, tradesmen, materialmen, service providers,
8 franchisors, taxing agencies, and all governmental agencies and departments are hereby ordered
9 to take direction from the Receiver as it relates to the Property of Debtor and to surrender any and
10 all funds held on deposit or apply said funds as directed by the Receiver.

11 The Receiver may act as its own attorney in accordance with RCW 7.60.180(3).

12 In the event that Debtor is without sufficient liquid cash funds to defray on a current basis
13 the reasonable fees and costs of the Receiver and its professionals, and the expenses of this
14 receivership or any of the projected future fees, costs and expenses of receivership, good cause for
15 termination of this Receivership shall be deemed to exist and, upon application by the Receiver
16 and its professionals establishing such lack of funding for the receivership, their appointment shall
17 be terminated and the Assets shall be distributed to such persons as the Court may then direct.

18 The Receiver is authorized to assume or reject executory contracts and unexpired leases of
19 Debtor, as the Receiver deems to be in the best interests of the creditors generally, or the debtor,
20 provided such assumption or rejection shall require a further order of this Court upon appropriate
21 notice to the parties in accordance with RCW 7.60.130.

22 The Receiver is authorized to pay, as or after they have become due, all valid obligations
23 properly incurred in connection with its administration of the Assets or the exercise of its duties
24 under this Order, provided that obligations incurred by Debtor prior to the Court's appointment of
25 the Receiver shall be paid only if they are owing pursuant to an executory contract or unexpired
26 lease of Debtor which the Receiver assumes (or as to which the Receiver is considering possible

1 assumption), including any contracts of employment, or if the Receiver determines in its discretion
2 that such payment is necessary to preserve and protect the Assets and the business associated
3 therewith.

4 In order to perform its responsibilities, the Receiver is authorized to contract or otherwise
5 provide for goods, materials, services and supplies as determined by the Receiver to be necessary
6 and appropriate, and to pay such sums as the Receiver determines to be reasonable for such goods,
7 materials, services and supplies. The Receiver may employ as non-professional consultants such
8 other entities or persons as the Receiver deems appropriate, including former employees of Debtor
9 under such terms of employment as the Receiver may deem appropriate (who may, but need not
10 be, the same as those who applied for employment with Debtor). In accordance with RCW
11 7.60.150, the Receiver, upon order of the Court following notice and a hearing, and upon the
12 conditions or terms the court considers just and proper, may abandon any estate property that is
13 burdensome to the Receiver or is of inconsequential value or benefit. Property that is abandoned
14 no longer constitutes estate property.

15 No obligation incurred by the Receiver in the good faith performance by it or its partners,
16 members, and employees of its duties in accordance with the orders of this Court, except to the
17 extent such services are found to have resulted from willful misconduct or fraudulent behavior,
18 whether pursuant to any contract, by reason of any tort, or otherwise, shall be its personal
19 obligation; rather, the recourse of any person or entity to whom the Receiver becomes obligated
20 in connection with the performance of his responsibilities, shall be solely against the Assets.

21 The Receiver is authorized to make such repairs, alterations or improvements to any Assets
22 as the Receiver determines to be prudent or legally required. Any utility company providing
23 services to the Receivership Property, including but not limited to gas, electricity, water, sewer,
24 trash collection, telephone, internet, communications or similar services, shall be prohibited from
25 discontinuing service to the Receivership Property based upon unpaid bills incurred by Defendant
26 or its owners, managers, or agents prior to the entry of this Order. Further, such utilities shall

1 transfer any deposits held by the utility to the exclusive control of Receiver and are prohibited
2 from demanding that Receiver deposit additional funds in advance to maintain or secure such
3 services. The Receiver shall not be liable, personally or otherwise, for any utility charges, whether
4 accrued prior to or after its appointment.

5 The Receiver is authorized to do all things determined by the Receiver to be necessary to
6 protect and preserve the Assets, Collateral and Collateral Proceeds and to maintain or enhance
7 their value or income-producing potential, including but not necessarily limited to leasing or
8 renting space on or within any real property collateral to others, to retain agents and consultants,
9 and to exercise all of the powers, duties and other authorities as may be provided by law or which
10 may be necessary in the fulfillment of its duties, and all powers which the owner of the Assets
11 itself might exercise with respect thereto or with respect to the business associated with them.

12 The Receiver is authorized to acquire or renew all governmental licenses, permits or other
13 authorizations, either in the Receiver's name or in the name of Debtor, pertaining to the Assets or
14 any business associated therewith.

15 The Receiver, with the court's approval after notice and a hearing, may use, sell, or lease
16 estate property other than in the ordinary course of business, consistent with RCW 7.60.260. The
17 Receiver's sale of estate property shall be effected free and clear of liens and of all rights of
18 redemption, whether or not the sale will generate proceeds sufficient to fully satisfy all claims
19 secured by the property. Upon any sale free and clear of liens in accordance with this Order, all
20 security interests and other liens encumbering the property conveyed transfer and attach to the
21 proceeds of the sale, net of reasonable expenses incurred in the disposition of the property, in the
22 same order, priority, and validity as the liens had with respect to the property immediately before
23 the conveyance. The Court may authorize the Receiver at the time of sale to satisfy, in whole or
24 in part, any allowed claim secured by the property out of the proceeds of its sale if the interest of
25 any other creditor having a lien against the proceeds of the sale would not thereby be impaired.
26 Any secured creditor who receives notice of this receivership pursuant to RCW 7.60.200 and fails

1 to seek the removal of the Receiver pursuant to RCW 7.08.030(5) or dismissal of this proceeding
2 within 30 days of the date of the mailing of the notice of receivership shall be deemed to have
3 consented to the receivership for purposes of RCW 7.60.230(b).

4 The parties to this proceeding, their attorneys, and all of the existing and former officers,
5 directors, managers, affiliates, agents, consultants and employees of Debtor shall cooperate with
6 the Receiver in connection with its management and operation of the Assets. Each of them shall
7 relinquish and deliver possession of the Assets to the Receiver upon his demand, and shall turn
8 over to him all records, books, contracts, lease documents, plans and specifications, accounting
9 records, deposits and documents relating to Debtor, or the financing, management, control,
10 operation, and preservation of the Assets, as the Receiver may demand, upon demand. Debtor and
11 its principals, agents, representatives, employees, contractors, subcontractors, including all
12 persons with actual or constructive knowledge of this order and their agents and employees, shall,
13 if requested by the Receiver, immediately turn over to the Receiver:

14 The possession of the Receivership Estate, including all keys to all locks on all real
15 property, and the records, books of account, ledgers and all business records for the Receivership
16 Estate, including, without limitation, the plans, specifications and drawings, inventory lists and
17 purchase orders, relating to or pertaining to any part or all of the Property, payroll records,
18 personnel files, operating statements, and all other records, documents, insurance policies and
19 instruments of whatever kind and nature which relate to the operation and control of any part of
20 the Receivership Estate, wherever located and in whatever mode maintained;

21 All documents that constitute or pertain to licenses, permits or governmental approvals
22 relating to the Receivership Estate;

23 All documents that constitute or pertain to insurance policies, whether currently in effect
24 or lapsed, that related to the Receivership Estate;

25 All leases and subleases, royalty agreements, licenses, assignments or other agreements of
26 any kind, whether currently in effect or lapsed, that relate to the Receivership Estate;

1 All documents pertaining to past, present or future construction of any type with respect to
2 all or part of the Receivership Estate;

3 All documents pertaining to toxic chemicals or hazardous materials, if any, ever brought,
4 used and/or remaining upon the Receivership Estate, including, without limitation, all reports,
5 surveys, inspections, checklists, proposals, orders, citations, fines, warnings and notices; and

6 All rents and profits derived from the Receivership Estate, including, without limitation,
7 any security deposits, advances, prepaid rents, storage fees and parking fees, wherever and in
8 whatever mode maintained.

9 The Receiver shall be compensated as follows:

10 The Receiver's fees and reasonable expenses, and the fees of the Receiver's professionals,
11 may be paid by Petitioner/Debtor to the Receiver, or by the Receiver, with income and other
12 receivables from ordinary business operations or liquidation of estate property. The Receiver shall
13 be compensated in the amount of 10% of all moneys disbursed or turned over in the case. The
14 Receiver's compensation may be revised, upon application by the Receiver, as the Court deems
15 necessary or appropriate under the circumstances. The Receiver's fees may be paid pursuant to
16 this paragraph without further application to the court.

17 The Receiver may appoint attorneys, accountants and other professionals to assist it in
18 carrying out its obligations as Receiver. The Receiver's appointments are subject to change by the
19 Receiver, as it may determine it its discretion. Kevin Hanchett, one of the Principals of Resource
20 Transition Consultants, LLC is an attorney and a member of the Washington State Bar Association.
21 The Receiver may act as its own attorney in accordance with RCW 7.60.180(3). Neither Kevin
22 Hanchett, nor Resource Transition Consultants, LLC shall be deemed to have provided legal
23 services or legal advice to any other party, entity or person by virtue of Resource Transition
24 Consultants, LLC services as Receiver.

25 The fees and expenses of Petitioner's/Assignor's attorneys may be paid by Petitioner or by
26 the Receiver, with income and other receivables from ordinary business operations.

1 Petitioner's/Assignor's counsel is authorized to act as attorneys for Receiver and may be paid their
2 ordinary hourly rates by the Receiver without further order of this Court. The fees and expenses
3 of counsel for such professionals to the extent not paid from any retainer deposit shall be
4 reimbursed as an administrative expense as provided in paragraph 21 hereof.

5 The Receiver shall post a \$10,000.00 bond with the Clerk of the Court to secure
6 performance of the Receiver's duties hereunder pursuant to RCW 7.60.045. The Receiver is
7 authorized to pay the initial bond premium, and for any extension thereof, from funds in its
8 possession in the receivership estate.

9 The Receivership shall not be terminated, and the rights and obligations of the parties
10 subject to this Order shall remain in full force, until this court approves the Receiver's final report
11 or until the court enters an order terminating the Receivership.

12 Within thirty (30) days following the entry of this Order, all known lien holders on Debtor's
13 real and personal property and all of Debtors known creditors will be sent notice of the entry of
14 this Order and such further notices as the court may order to their last known addresses by first-
15 class U.S. Mail.

16 Creditors must file a proof of claim with the Receiver by the deadline established by the
17 Receiver, which shall not be less than 30 days from the mailing of the notice in order to be eligible
18 to receive a dividend. Proofs of claim shall be directed to the Receiver at:

19 Resource Transition Consultants, LLC
20 Attn: Kevin Hanchett
21 4100 194th St. SW, Suite 208
22 Lynnwood, Washington 98036

23 Any claims not received within the claims bar date will be forever barred.

24 Notwithstanding any provisions of this Order which may be construed otherwise, the
25 Receiver shall not be required to expend any of its own funds to comply with any of the provisions
26 of this Order.

1 The Court acknowledges the Receiver's ability to perform its duties under this Order may
2 be limited by various factors, including but not limited to Receiver's limited access to information.
3 The Court therefore requires only the Receiver's best efforts to comply with the duties set forth in
4 this Order and the Receiver may at any time apply to this Court for further or other instructions,
5 or for a modification of this Order, or for further powers necessary to enable the Receiver properly
6 to perform its duties, or for a termination of the Receiver's appointment.

7 The entry of this Order appointing a general receiver with respect to all of Debtor's
8 property shall operate as a stay, applicable to all persons, of:

9 The commencement or continuation, including the issuance or employment of process, of
10 a judicial, administrative, or other action or proceeding against the person over whose property the
11 Receiver is appointed that was or could have been commenced before the entry of the order of
12 appointment, or to recover a claim against the person that arose before the entry of the order of
13 appointment;

14 The enforcement, against the person over whose property the Receiver is appointed or any
15 estate property, of a judgment obtained before the order of appointment;

16 Any act to obtain possession of estate property from the Receiver, or to interfere with, or
17 exercise control over, estate property;

18 Any act to create, perfect, or enforce any lien or claim against estate property except by
19 exercise of a right of setoff, to the extent that the lien secures a claim against the person that arose
20 before the entry of the order of appointment; or

21 Any act to collect, assess, or recover a claim against the person that arose before the entry
22 of the order of appointment.

23 The Court under its powers in RCW 7.60.055 has determined that continuance of all
24 aspects the receivership stay throughout the receivership is in the best interests of the orderly
25 administration of the estate. Therefore, the stay imposed by RCW 7.60.110 shall remain in full
26 force and effect until (1) the termination of the receivership or (2) entry of an order terminating

1 the stay upon the motion of any party in interest notwithstanding the provisions of 7.60.110
2 addressing the termination of the stay after 60 days.

3 Upon distribution or disposition of all property of the estate, or the completion of the
4 receiver's duties with respect to estate property, the Receiver shall move the Court to be
5 discharged. The Receiver shall file a final report and accounting setting forth all receipts and
6 disbursements of the estate, which shall be annexed to the petition for discharge and filed with the
7 court. Upon approval of the final report, the court shall discharge the Receiver. The Receiver's
8 discharge releases the Receiver from any further duties and responsibilities as receiver under RCW
9 7.60 et. seq.

10 DONE IN OPEN COURT this ____ day of 8/14, 2018.

11
12
13 Presented by:

14 PETERSON | WAMPOLD
15 ROSATO | FELDMAN | LUNA


HENRY H. JUDSON

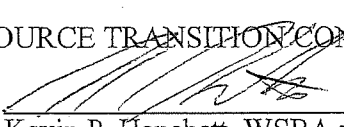
AUG 14 2018

COURT COMMISSIONER

16 /s/ Tomás A. Gahan
17 Tomás A. Gahan, WSBA No. 32779
18 Attorneys for Petitioner

19 Approved as to form; Notice of Presentation Waived:

20 RESOURCE TRANSITION CONSULTANTS, LLC

21 By: 
22 Kevin P. Hanchett, WSBA #16553
23 Its Member
24
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7 SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

8 AMY STARR,

9 Petitioner,

10 v.

11 ALIREZA PANAHPOUR, DDS,

12 Respondent.

NO.

PLAINTIFF'S MOTION FOR
APPOINTMENT OF GENERAL
RECEIVER

13
14 I. RELIEF REQUESTED

15 Pursuant to RCW 7.60.025, Plaintiff Amy Starr ("Starr") applies for the appointment of a
16 general receiver to take possession and control of real and personal property of
17 Defendant/Respondent Alireza Panahpour, DDS. ("Panahpour"), including, but not limited to, the
18 personal and real property described in Exhibit 1 to the Declaration of Tomás Gahan, with
19 authority to liquidate the seized property (collectively, the "Collateral"), and sell it free and clear
20 of liens and all rights of redemption in satisfaction of the Judgment entered herein against
21 Panahpour.

22 II. STATEMENT OF FACTS

23 In 2012, Dr. Panahpour performed four unindicated, experimental "cavitation" surgeries at
24 each of Amy Starr's four wisdom-tooth extraction sites. During one of these unindicated surgeries,
25 Dr. Panahpour injured Ms. Starr's left inferior alveolar nerve, violating the standard of care and
26

1 causing Ms. Starr permanent numbness in her mouth and face. *See* Gahan Decl., Ex. 2
2 (Complaint).

3 After numerous continuances and delays, caused in large part by Dr. Panahpour's
4 assertions that he "cannot pay the arbitration fee" (*See* Gahan Dec., Ex. 3), the matter finally
5 proceeded to a two-day arbitration in front of John Cooper of Washington Arbitration and
6 Mediation Services on September 26-27, 2017. The arbitration was entered into by stipulation of
7 the parties and by order of this Court under RCW 7.70A *et seq.* *See* Gahan Decl., Ex. 4. During
8 the arbitration, Starr alleged that (1) that the surgeries were unindicated – and thus performed
9 without her actual consent – (2) that Dr. Panahpour violated the standard of care by severing her
10 nerve, and (3) that Dr. Panahpour violated the standard of care during the post-operative phase,
11 thereby depriving Ms. Starr of the opportunity for a nerve repair surgery.

12 On October 9, 2017, arbitrator John Cooper rendered his verdict and awarded to Ms. Starr
13 damages totaling \$450,000.00. Gahan Decl., Ex. 5.

14 Ms. Starr moved for entry of judgment on the arbitration award on October 10, 2017.
15 Gahan Dec., Ex. 6. Dr. Panahpour opposed entry, stating his intention to move to vacate the
16 arbitration award under RCW 7.04A.230. Gahan Dec., Ex. 7. He then filed his Motion to Vacate
17 Arbitrator's Award. That motion was denied on January 17, 2018 (Gahan Dec., Ex. 8) and the
18 Judgment was entered on January 26, 2018. Gahan Dec., Ex. 9.

19 III. STATEMENT OF ISSUES

20 Whether the appointment of a receiver is appropriate under RCW 7.60.025(1)(a) and (b)(i),
21 (b)(ii), (c), (e), (i) or (nn).
22

23 IV. EVIDENCE RELIED UPON

24 Starr relies on the files and records herein, including the Declarations of Kevin Hanchett
25 and Tomás Gahan and attached exhibits.
26

1 V. AUTHORITY & ARGUMENT

2 1. Appointment of a Receiver Is Warranted Under the Receivership Statute.

3 The Washington Act Relating to Receiverships conveys broad authority to judges to
4 appoint receivers. RCW § 7.60.025(1). A receiver may be appointed with respect to real property
5 where, as here, there is an express agreement authorizing the appointment of a receiver without
6 any further showing. RCW §§ 7.60.025(1), (1)(b)(ii). A receiver may also be appointed if the
7 court “determines that the appointment of a receiver is reasonably necessary and that other
8 available remedies either are not available or are inadequate.” *Id.* The statute provides that a
9 receiver may be appointed, in relevant part: “[o]n application of any party, when the party is
10 determined to have a probable right to or interest in property that is a subject of the action and in
11 the possession of an adverse party, or when the property or its revenue-producing potential is in
12 danger of being lost or materially injured or impaired” *id.* § 7.60.025(1)(a); where in an action to
13 foreclose a lien or forfeit any interest in property, the plaintiff has a probable interest in the property
14 and “the property or its revenue-producing potential is in danger of being lost or materially injured
15 or impaired” *id.* § 7.60.025(1)(b)(i); “[a]fter judgment, in order to give effect to the judgment,”
16 *id.* § 7.60.025(1)(c); “[t]o the extent that property is not exempt from execution, at the instance of
17 a judgment creditor either before or after the issuance of any execution, to preserve or protect it,
18 or prevent its transfer,” *id.* § 7.60.025(1)(e); “if [the defendant] is insolvent or is not generally
19 paying the person’s debts as those debts become due,” *id.* § 7.60.025(1)(i); and “as may be
20 provided for by law, or when, in the discretion of the court, it may be necessary to secure ample
21 justice to the parties,” *id.* § 7.60.025(1)(nn).

22 Starr is entitled to the appointment of a receiver because the receivership statute provides
23 for appointment of a receiver in a judicial action to foreclose any interest in real or personal
24 property where the plaintiff has a probable interest in the property and the “the real or personal
25 property that is the subject of the action or proceeding is provided for by agreement.” *Id.*
26 § 7.60.025(1)(b)(ii). Where the ground for appointment is RCW § 7.60.025(1)(b)(ii), and the

1 appointment is with respect to real property, there is no requirement that plaintiff make a showing
2 that the appointment of a receiver is reasonably necessary and that other available remedies either
3 are not available or are inadequate.

4 Additionally, appointment of a receiver is warranted where it is necessary “to give effect
5 to the judgment” that has been entered against Panahpour, to “preserve or protect [the collateral],
6 or prevent its transfer” and also where “the property or its revenue-producing potential is in danger
7 of being lost or materially injured or impaired.” Further, appointment of a receiver is warranted
8 where the defendant is “insolvent or . . . not generally paying [their] debts as those debts become
9 due” as well as the need “to secure ample justice to the parties.” *See, e.g., Hendricks & Lewis,*
10 *PLLC v. Clinton*, 2012 U.S. Dist. LEXIS 168969, 1-2 (W.D. Wash. Nov. 27, 2012, Lasnik, J.)
11 (“the Court finds that good and sufficient grounds exist for the appointment of a receiver pursuant
12 to the Washington Act Relating to Receivership, RCW Ch. 7.60.).

13 Here, Panahpour has made it clear that he is unwilling to use his personal assets toward
14 satisfying his legal fees and that he had claimed insolvency as a means to avoid fulfilling those
15 legal fees. His December 28, 2017 declaration in support of his motion to vacate the arbitrator’s
16 verdict states the following:

17 2. [A consumer activist] alleged I had a history of insolvency. Ms. Starr
18 complained I had no liability insurance. I could not obtain insurance because of
19 [the consumer activist’s] campaign and the related claims against me. I retained
20 lawyers to defend and resolve all of the claims listed by [the activist]. All of this
21 was disclosed to the arbitrator.

22 3. My income could not keep pace with defense costs and my lawyers at Keith
23 A. Fink and Patterson Buchanan withdrew as a consequence. I still owe the Fink
24 firm over \$250,000. Mr. Vasquez agreed to represent me at the Starr arbitration
25 with reduced billing rates and agreement to a payment plan.

26 As Panahpour’s own declaration evidences, a receivership is necessary here to “ensure justice to
the parties and to preserve the [assets] for the benefit of the parties and to make whole the
judgment.” *See Smith v. Solomon Valley Dredging Co.*, 147 Wash. 69, 264 P. 1009, 1928 Wash.
LEXIS 516 (1928) (test of the solvency of a party’s is the defendants ability to meet its obligations

1 in the ordinary course of business).

2 2. Appointment of a Receiver Is Reasonably Necessary and Other Available
3 Remedies Either Are Not Available or Are Inadequate.


4 The statute provides for appointment of a receiver upon the Court's determination that such
5 an appointment is "reasonably necessary" and "other available remedies either are not available or
6 are inadequate." RCW § 7.60.025(1). Starr proposes to appoint Resource Transition Consultants,
7 LLC ("RTC") as receiver. RTC is a full service company that provides receivership and distressed
8 asset management services and has served as a receiver on numerous projects. Declaration of
9 Kevin Hanchett in Support of Plaintiff's Motion for Appointment of Receiver, ¶¶ 3-4. The
10 qualifications of RTC and Mr. Hanchett, a principal at RTC, are set forth in Mr. Hanchett's
11 supporting declaration.

12 VI. CONCLUSION

13 For the foregoing reasons, Starr respectfully requests that the instant Motion for
14 Appointment of General Receiver be granted.

15 DATED this 6th day of February, 2018.

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17
18 **PETERSON | WAMPOLD**
ROSATO | FELDMAN | LUNA

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21 _____
22 Ann H. Rosato, WSBA No. 32888
23 Tomás A. Gahan, WSBA No. 32779
24 Attorneys for Petitioner
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Alireza Panahpour, DDS 12826 SE 40 th Lane, Suite 102 Bellevue, WA 98006	<input type="checkbox"/> via efilng/email <input type="checkbox"/> via messenger <input checked="" type="checkbox"/> via Fedex <input type="checkbox"/> via fax
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Dana Vizzare
Dana Vizzare

Exhibit 1.

Known Property of Defendant/Respondent Dr. Panahpour

1. Dental office equipment, instruments, artwork, furniture, computers, electronics, and all other personal property of Dr. Panahpour's located at the following offices:

12826 SE 40th Lane, Suite 102, Bellevue, WA

10070 NE 10th St, #C-512, Bellevue, WA

14205 SE 36th St. #365, Bellevue, WA
2. Personal property of Dr. Panahpour, including electronics, artwork and furniture of Dr. Panahpour's, including personal property located at any residences or storage facilities used by Dr. Panahpour, at the following addresses and any other locations found to be owned or rented by Dr. Panahpour:

1917 Selby Avenue, #302, Los Angeles, CA 90025

10700 NE 10th Street, #C-512, Bellevue, WA 98004
3. All business assets and income derived from Dr. Panahpour's dental practice, including but not limited to Dr. Panahpour's practice on SE 36th St. in Bellevue, WA, his "Systemic Dentist" business, as well as any assets or income derived from speaking or teaching engagements or any other source
4. Real Property of Dr. Panahpour, including but not limited to the following:

Waubansia Drive, Cherokee Village, AR 72529
Fulton County Parcel Nos. 270-16411-0000 and 270-1614-000

Ochopee Drive, Cherokee Village, AR 72529, Fulton County Parcel Nos. 270-16439-000, 270-16460-000, and 270-16499-000