

**IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT, PART III
AT NASHVILLE**

THOMAS SODERHOLD,)
ELIZABETH SODERHOLD,)
DOUGLAS MEDRANDO, and)
THUY LE HUYNH, individually,)
and DAVID ACLIS *et al.* derivatively)
on behalf of HARDING GLEN)
CONDOMINIUM HOMEOWNERS)
ASSOCIATION, INC.,)

Plaintiffs,)

v.)

**Case No. 24-0589-III
Consolidated with 24-1003-III**

JERRY WIMBERLY, GREG HALL,)
MICAH ROBINSON, ALI SHEHADEH,)
ANA CHURCH, individually and)
collectively as the HARDING GLEN)
CONDOMINIUM HOMEOWNER'S)
ASSOCIATION, INC.'S BOARD OF)
DIRECTORS, and MAINSTAR)
REALTY & MANAGEMENT, LLC,)

Defendants,)

and)

HARDING GLEN HOMEOWNER'S)
ASSOCIATION, INC. f/k/a)
BARCELONA CONDOMINIUM)
ASSOCIATION, INC.)

Nominal Defendant.)

ORDER APPOINTING RECEIVER

This matter came to be heard on Friday, January 31, 2025. Plaintiff David Aclis, *et al.* derivatively on behalf of the Harding Glen Condominium Homeowners' Association Inc. (the "Association") moved this Court for extraordinary injunctive relief to appoint a receiver to take

control of the Association pursuant to Tennessee Code Annotated section 29-1-103 and to cause a forensic accounting of the Association to be paid for by the Board of Directors individually based on a pro rata share of the Unit ownership amongst the Board of Directors. Counsel for the Defendants and the Nominal Defendant was present for oral argument and objects to the relief. This Court having analyzed the Motion, documents, and having heard argument of counsel, this Court finds the Plaintiffs' Motion to be well taken and this **GRANTS** the Plaintiffs' request to appoint a Receiver and orders a forensic accounting of the Association.

This matter stems from two fires in Building E of the Harding Glen Condominiums (hereinafter known as "Condominiums"). Plaintiffs allege that the Board of Directors of the Homeowners Association (hereinafter known as the "HOA") received approximately One Million Six Hundred Thousand Dollars (\$1,600,000.00) in insurance proceeds due to the first fire in 2022. Plaintiffs further assert that the HOA entered into a construction contract for the repair of Building E for Two Million Six Hundred Thirty-Eight Thousand and Sixty-Four Dollars (\$2,638,064.00) after alleging to have only received insurance proceeds of approximately One Million Six Hundred Thousand Dollars (\$1,600,000.00). To date, the repairs to Building E have stopped and the construction company asserts it has not been fully paid for its work.

Defendants have repeatedly petitioned this Court for special assessments to the Unit Owners in order to raise capital for various issues. They have also petitioned this Court to file claims against their insurance policies for these special assessments, despite this Court's injunction against any special assessments. Based on the foregoing and the record to date, this Court is concerned about the management of the funds in the control of the HOA and the use of the insurance funds to repair Building E. Based on the record before the Court and the repeated requests from the HOA to assess additional fees, the Court is not satisfied that this HOA can

properly manage the funds received by the HOA from the Unit Owners for the proper maintenance of the Condominiums, nor is the Court satisfied that the HOA can manage the repairs needed for Building E given its disrepair.

This Court has the authority to appoint a receiver pursuant to Tennessee Code Annotated section 29-1-103, further this Court has inherent equitable powers with which to appoint a receiver, immediately, to enter upon and take and maintain full control of assets, to preserve and protect assets, to collect rents, income, and profits, if any, derived therefrom, and to take all other appropriate acts of a receiver specified in this Order of the Court.

Based on the foregoing authority and the specific circumstances of this case, the Court **ORDERS** the following:

1. David Anthony, Esq., of Exo Legal, PLLC is hereby appointed to serve as receiver (hereinafter known as the “Receiver”) in this matter. Mr. Anthony has wide-ranging experience in handling various types of business operations, litigation, and real estate matters. Mr. Anthony is also well versed in civil litigation and bankruptcy matters and this Court deems him as well qualified to serve as the Receiver in this case.

Based upon the foregoing findings of fact, it is hereby **ORDERED, ADJUDGED, AND DECREED** that David M. Anthony is appointed as Receiver to take immediate possession and control of the assets, documents and other tangible and intangible items of the subject LLCs related to the Condominium, corporations related to the Condominium and the Condominium and/or any part thereof, as soon as the bond is provided. The Receiver shall execute and file a bond for the sum of Five Thousand Dollars (\$5,000.00) conditioned for the faithful discharge of the duties of the Receiver. The bond should be increased, if justified, on the application of any interested party.

I. POWERS OF RECEIVER.

The Receiver is granted the following powers and authority:

1. The Receiver shall have the power and authority to take possession of all of the Harding Glen Homeowners Association, Inc., Harding Glen Homeowners Association, Inc. Board of Directors, Barcelona Condominium Association, Inc., Poteet Realty Group, LLC, Poteet Realty Group, LLC, and Mainstar Realty & Management, LLC's assets and records (current and historical) pertaining to the Harding Glen Condominiums and HOA, wherever located, and to marshal, maintain, protect, and preserve the Condominium's assets.
2. The Receiver shall have the power and authority to negotiate and enter into settlement and/or compromise agreements relating to the settlement of claims and causes of action relating to the Condominium.
3. The Receiver shall be entitled to demand, collect, and receive all income and proceeds derived from the LLCs related to the Condominium, corporations related to the Condominium, the Condominium, or any part thereof. The Receiver shall also be entitled to file and prosecute all proper actions for (i) collection of income and proceeds of the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof; (ii) protection of the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof; and (iii) recovery of damages caused to the Condominium or any part thereof.
4. The Receiver shall be authorized to hire, employ, and retain attorneys, certified public accountants, investigators, consultants, brokers, and other personnel, contractors, or employees which the Receiver deems necessary to assist in the performance of the Receiver's duties after providing notice to the parties with respect to the retention of any professionals.

5. The Receiver is authorized to open and use bank accounts for receivership funds, and to present for payment any checks, money orders, and other forms of payment made payable to the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof (or the Receiver) or other third parties which are proceeds of the corporations, endorse same, and collect the proceeds thereof.
6. The Receiver shall be authorized to: (i) pay reasonable expenses incurred in connection with the receivership, including, but not limited to, fees and expenses charged by the Receiver, or incurred by counsel or other professionals employed by the Receiver, subject to Court approval after notice and an opportunity to object by the parties; and (ii) to prepare and execute all documents and perform all acts in the name of the parties or LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof or any of them or in the Receiver's own name, which are necessary or incidental to preserving, protecting, managing, and controlling the LLCs' assets or which are necessary or incidental to carrying out the powers granted herein.
7. The Receiver shall have the power and authority to control and possess all mail directed to LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof and their representatives.

II. COOPERATION WITH RECEIVER

The Parties are ordered as follows in relation to the Receiver:

1. The Receiver shall have exclusive possession of and control over the sections of the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof's assets and business, including, without limitation, all cash and other

proceeds held by or payable to the aforementioned entities in reference to the Condominium.

2. The parties shall cooperate fully with the Receiver regarding the administration of the LLCs related to the Condominium, corporations related to the Condominium, the Condominium, or any part thereof business.
3. Without limiting the foregoing, (i) all LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof's files will be transferred to the Receiver; and (ii) the parties will work with the Receiver to provide all books, records, and other information necessary for the Receiver to control, collect, and administer the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof s' business.

III. TURNOVER.

The parties and any of their employees, officers, directors, members, agents, and all other persons with actual or constructive knowledge of this Order, and their agents and employees shall immediately:

1. Turn over or otherwise make available to the Receiver the possession, custody, and control of the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof's assets and records.
2. Turn over or otherwise make available to the Receiver all documents and records (current and historical) which pertain to the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof which are in the possession, custody, or control of the parties and/or their representatives and/or any member of the Board of Directors.

3. Turn over or otherwise make available to the Receiver all documents which pertain to insurance policies, whether currently in effect or lapsed, which relate to the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof and are in the possession, custody, or control of the parties, and/or their representatives and/or any member of the Board of Directors.
4. Turn over or otherwise make available to the Receiver all LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof monies in the possession, custody, or control of the parties, as well as all accounts, including bank accounts, operating accounts, security deposit accounts wherever and in whatsoever mode maintained with funds or assets of the LLCs or corporations.
5. Otherwise cooperate fully with the Receiver in the performance of the Receiver's powers and duties, including, without limitation, the Receiver's exercise of all powers granted under this Order.

IV. NON-INTERFERENCE WITH RECEIVER

The parties and any of their employees, officers, directors, members, agents, and all other persons with actual or constructive knowledge of this Order, and their agents and employees, shall not:

1. Interfere with the Receiver, directly or indirectly the Receiver's exercise of powers granted to the Receiver under this Order, or otherwise directly or indirectly take any action or cause any action to be taken which would dissipate or negatively affect the work of the Receiver.
2. Expend, disburse, transfer, assign, sell, convey, devise, pledge, mortgage, create a security interest in, or otherwise dispose of any of the LLCs related to the Condominium,

corporations related to the Condominium, the Condominium or any part thereof's assets, without the prior written consent of the Receiver.

3. Do any act that will, or that will tend to, impair, defeat, divert, prevent, or prejudice the preservation of the LLCs related to the Condominium, corporations related to the Condominium, the Condominium, or any part thereof.

V. OTHER THIRD PARTIES

All financial institutions, credit card processors, insurance agents or underwriters, utility providers, vendors, suppliers, tradespersons, materialmen, service providers, franchisors, taxing agencies, and all government agencies and departments are hereby ordered to take direction from the Receiver as it relates to the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof and to surrender any and all funds held on deposit that constitute part of the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof's assets or apply said funds as directed by the Receiver.

VI. MAIL

Receiver may issue demand upon the U.S. Postal Service that it grant exclusive possession and control of mail, including postal boxes as may have been used by the parties in connection with the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof, and may direct that certain mail related to the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof be redirected to Receiver.

VII. PRE-RECEIVERSHIP INVOICES.

The Receiver may not use funds of the Receivership to pay any bills for goods or services contracted for, installed, or otherwise provided in connection with the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof, nor to the parties, third parties, or their agents, prior to the date of this Order, unless such payment is deemed necessary by the Receiver, acting in its sole discretion, to enable the Receiver to fulfill its duties and powers under this Order.

VIII. RECEIVER COMPENSATION.

The Receiver shall be compensated at an hourly rate set by motion, plus reasonable and necessary out-of-pocket costs, and expenses. The parties shall have the opportunity to object to any compensation or expense reimbursements paid to the Receiver after reported to the Court. The Receiver will be compensated from the funds being held by the Clerk & Master in this matter, unless otherwise directed by the Court.

IX. RECEIVER REPORTING.

To the extent feasible, the Receiver shall file in this action, within thirty (30) days after entry of this Order, an inventory of all property which the Receiver shall have taken into its possession pursuant to such Order, and every thirty (30) days thereafter, the Receiver shall account to the Court for all sums received and expenditures made in association with the receivership and LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof, and provide copies of such reports to the parties to this action.

X. FURTHER APPROVAL.

Any provision of this Order requiring the Receiver to obtain approval before proceeding with any action or expenditure shall be deemed to be satisfied by an Order of this Court entered

after notice to the parties, with said approval being obtained either before or after the occurrence of such action or expenditure.

XI. CONTEMPT.

Upon the failure of any parties in possession of the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof, assets, their agents, representatives and all persons acting under, in concert with, or for them, to abide by any term or condition of this Order, the Receiver may petition the Court for further action to compel and enforce this Order.

IT IS FURTHER ORDERED that the Receiver shall otherwise have and enjoy the powers and prerogatives ordinarily provided to receivers by law.

IT IS FURTHER ORDERED that nothing in this Order shall subject the Receiver to personal liability for acting as the Receiver herein. Unless based upon the gross negligence or the willful and malicious conduct of Receiver and its consultants, agents, and employees, all obligations and risks incurred by Receiver and its consultants, agents, and employees in the discharge of its duties shall be obligations and risks solely to the LLCs related to the Condominium, corporations related to the Condominium, the Condominium or any part thereof. The Receiver shall be and hereby is excused and exculpated by the Court from any such personal liability, unless based upon the gross negligence or the willful and malicious conduct of the Receiver.

IT IS FURTHER ORDERED that the Receiver may at any time apply to this Court for further or other instructions and powers necessary to enable the Receiver to properly perform the Receiver's duties.

It is so ORDERED.

/s/ I'Ashea L. Myles
CHANCELLOR I'ASHEA L. MYLES
CHANCERY COURT PART III

cc via U.S. Mail, efilng, or fax as applicable to:

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