

Case No. 20-8901-158

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JOHN BISNAR, IN HIS CAPACITY AS TRUSTEE FOR	§	
JPB IK PLAN, ASSIGNEE OF INTERSTATE	§	
RESTORATION, LLC AND INDIVIDUALLY,	§	
	§	IN THE DISTRICT COURT
<i>Plaintiff,</i>	§	
	§	
v.	§	158TH JUDICIAL DISTRICT
	§	
1) NUVIEW MOLECULAR PHARMACEUTICALS, INC.;	§	
2) NUVIEW LIFE SCIENCES, INC.; and	§	DENTON COUNTY, TEXAS
3) PAUL CROWE,	§	
	§	
<i>Defendants.</i>	§	

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**ORDER GRANTING TURNOVER**

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The Court considered *The Plan’s Ex Parte Motion for Turnover of Money and Vehicles* filed by John Bisnar, in his capacity as Trustee for JPB IK Plan, assignee of Interstate Restoration, LLC (the “Plan”). The Court took judicial notice of the file in this Case and the file in the underlying Case (Case No. 2012-21026-158), reviewed the evidence and argument, and finds that the Plan is entitled to aid from the Court to satisfy the amount owed to the Plan by Judgment Debtors NuView Molecular Pharmaceuticals, Inc., NuView Life Sciences, Inc. and Paul Crowe under the *Order Granting Motion for Partial Summary Judgment on Bisnar’s claim for Breach of Rule 11 Agreement* (signed on 10-05-2020), made final by the *Order Accepting Election of Remedies, Dismissing Remaining Claims & Rendering Final Judgment* (signed 12-04-2020) (the “Judgment”).

Within 7 days from the date this Order is signed, NuView Life Sciences, Inc. and Paul Crowe (“Judgment Debtors”) will turn over the following property for the satisfaction of the Judgment, to be applied as a credit to the Judgment in the amount provided by Judgment Debtors in response to Interrogatories seeking the fair market value of the property, as follows:

- “Property”:
  - a 1991 Grand Wagoneer; and a 2018 Range Rover (the “Vehicles”)<sup>1</sup>; and
  - \$750.00 cash at Chase Bank, Park City, Utah (the “Money”)<sup>2</sup>
- Credit to the Judgment:
  - \$12,000.00 for the Vehicles, from the date delivered;
  - \$750 for the Money and dollar for dollar credit for any money at Chase Bank, Park City, Utah exceeding of \$750.00, from the date delivered.
- Place of Delivery:
  - Judgment Debtors will deliver the Vehicles and the Money (including any money at Chase Bank, Park City, Utah exceeding \$750.00) to 4221 Avondale Avenue, Dallas, Texas 75219, c/o Andrew Korn, the Plan’s attorney in charge.

Time is of the essence for the delivery of the Property by the Judgment Debtors.

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<sup>1</sup> With all documents and records related to the Vehicles. All certificates of title or other documents needed to transfer ownership of the Vehicles to the Plan should be fully executed and delivered with the Vehicles.

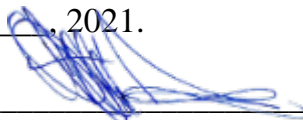
<sup>2</sup> If more money than \$750 at Chase Bank, Park City, Utah, on the date Judgment Debtors receive notice of this Order, Judgment Debtors failure to supplement discovery to identify this higher amount has wrongfully prevented the Plan from identifying it, and therefore, Judgment Debtors will turn over to the Plan the entire amount of money at Chase Bank, Park City, Utah that Judgment Debtors own, control, or possess.

The Plan will maintain possession of the Money and the Vehicles for 60 days after a timely delivery to alleviate any concern that the Plan could deny Judgment Debtors an opportunity to assert defenses if the Plan promptly or improperly disposes of the property. During these 60 days, the Plan may reasonably use the Vehicles, and advertise them for Sale. The Plan will not charge storage for the Vehicles. The Plan is not required to insure the Vehicles against loss of any kind. After any applicable 60-day period requiring the Plan to maintain possession of the Property – unless ordered by the Court otherwise – the Plan may freely dispose of the Vehicles and spend or transfer the Money (including any money at Chase Bank, Park City, Utah exceeding \$750.00).

The Plan recovers from Judgment Debtors, jointly and severally, reasonable and necessary attorney’s fees in the amount of \$2,000.00 through the date this Order is signed, in connection with the preparation and presentment of the Plan’s Motion for Turnover and the Plan’s proposed granting same. The Court takes judicial notice that the attorneys’ fees awarded herein are reasonable and necessary.

SO ORDERED.

SIGNED on 3/16/2021, 2021.

  
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JUDGE PRESIDING