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10 Attorneys for
11 CALIFORNIA PUBLIC UTILITIES COMMISSION
12 [Exempt from filing fees per Gov. Code § 6103]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CALIFORNIA PUBLIC UTILITIES
COMMISSION,

Petitioner,

v.

HAVASU WATER COMPANY, also known
as Havasu Water Company, Inc., a California
corporation (U-352-W); JENNIFER L.
HODGES, an individual; and JH FAMILY
LIMITED PARTNERSHIP, a California
limited partnership.

Respondents.

Case No. [TO BE ASSIGNED]

**[PROPOSED] ORDER APPOINTING
RECEIVER, TEMPORARY RESTRAINING
ORDER, AND ORDER TO SHOW CAUSE
REGARDING CONFIRMATION OF
RECEIVER AND PRELIMINARY
INJUNCTION**

Date:
Time:
Dept.:

Action filed: [August 27, 2026]

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 04 2026

BY: Monica Real
Monica Real, Deputy

[PROPOSED] ORDER

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1 The Court, having considered the California Public Utilities Commission's *Ex Parte*
2 Application, the Petition, the supporting memorandum, declarations, request for judicial notice,
3 and other papers filed in this matter, and good cause appearing, **ORDERS** as follows:

4 **APPOINTMENT OF RECEIVER**

5 1. Scott M. Sackett is appointed temporary receiver (the "Receiver") for Havasu
6 Water Company ("Havasu") and its water system pending the hearing on the Order to Show
7 Cause below and further order of this Court.

8 2. The Receiver is appointed under Public Utilities Code section 1826 and Code of
9 Civil Procedure section 564 to assume possession and control of Havasu's property and to
10 operate, maintain, and rehabilitate Havasu's water system upon the terms of this Order.

11 3. For purposes of this Order, "Property" or "Receivership Property" means all real
12 and personal property, facilities, equipment, fixtures, infrastructure, bank accounts, revenues,
13 books and records, electronically stored information, credentials and passwords, permits,
14 contracts, rights, and other property used or useful in providing water service through Havasu's
15 system, wherever located, including three parcels (Assessor Parcel Numbers (APNs) 0649-212-
16 19, 0649-281-28, and 0649-211-10) that Havasu conveyed to the JH Family Limited Partnership
17 or any other property Ms. Hodges may have transferred from the utility without the
18 Commission's approval.

19 4. The Receiver's undertaking under Code of Civil Procedure section 567 is
20 [waived / fixed in the amount of \$].

21 5. No undertaking is required of the Commission. (Gov. Code, § 9995.220; Code
22 Civ. Proc., §§ 529(b), 566(b).)

23 **RECEIVER'S POWERS AND DUTIES**

24 6. Upon qualification, the Receiver shall take possession, custody, and control of
25 the Receivership Property and shall operate Havasu's water system for the purpose of
26 preserving continued water service, protecting the system and its assets, and complying with
27 applicable law and Commission requirements.
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1 7. The Receiver may enter upon and access APNs 0649-212-19, 0649-281-28, and
2 0649-211-10, and may access, assess, inspect, use, operate, maintain, repair, preserve, study,
3 and secure the buildings, treatment facilities, pumps, tanks, pipes, equipment, infrastructure,
4 easements, access routes, and other property on or serving those parcels to the extent reasonably
5 necessary to operate, maintain, or rehabilitate Havasu's water system. This authority is without
6 prejudice to any party's claim concerning title or ownership.

7 The Receiver shall immediately obtain from Havasu, Jennifer L. Hodges, JH Family
8 Limited Partnership, and their agents all Receivership Property in their possession, custody, or
9 control, including keys, access devices, books and records, bank records, customer records,
10 billing information, contracts, permits, licenses, passwords, electronic credentials, insurance
11 information, and documents concerning the operation, maintenance, ownership, or transfer of
12 property used by Havasu.

13 8. The Receiver may collect Havasu's revenues and accounts receivable; open,
14 close, and control bank accounts in the Receiver's capacity as receiver; endorse checks payable
15 to Havasu; pay ordinary and necessary operating expenses; and take other reasonable financial
16 measures necessary to maintain water service and preserve the Receivership Property.

17 9. Upon presentation of a copy of this Order, all depositories, banks, financial
18 institutions, brokerages, and otherwise, shall provide copies of any requested records regarding
19 any such accounts to the Receiver.

20 10. The Receiver may retain, employ, and discharge employees, operators,
21 contractors, consultants, accountants, attorneys, and other professionals reasonably necessary to
22 operate and preserve the water system, subject to later review and approval of compensation by
23 the Court as required by law.

24 11. The Receiver shall be empowered but shall not be required to use the taxpayer
25 account number of Respondent Havasu in connection with the Receivership Estate, as
26 necessary, to perform and/or carry out the Receiver's duties.

1 12. The Receiver is not obligated to prepare or file tax returns, schedules, or other
2 tax forms for any period ending before the Receiver's qualification. For the receivership period,
3 the Receiver shall file returns only as required by applicable law, and may retrain accountants
4 under paragraph 10 for that purpose.

5 13. The Receiver may purchase materials, supplies, services, insurance, and
6 emergency repairs reasonably necessary to preserve the Receivership Property and maintain
7 water service

8 14. The Receiver may procure insurance coverage on or relating to Havasu and the
9 Receivership Property (collectively "Insurance"). If there is existing Insurance, the Receiver
10 shall be named as an additional insured. If there is insufficient Insurance, the Receiver shall
11 procure said insurance within thirty (30) days of the entry of this Order, provided the Receiver
12 has funds available to do so. The Receiver shall not be personally responsible for claims arising
13 from insufficient insurance or for the procurement of insurance.

14 15. Upon the failure of any Shareholder, or their agents, representatives, and all
15 persons acting under, in concert with, or for any Shareholder, to abide by any term or condition
16 of this Order, the Receiver may petition this Court for further action to compel and enforce this
17 Order, including to seek the issuance of an Order to Show Cause re Contempt.

18 16. The Receiver shall include in each monthly report an itemized statement of the
19 fees and expenses of the Receiver and his professional staff. Unless good cause is shown, any
20 objection to a statement must be made within 10 days of notice of the report, must be specific,
21 and must be delivered to the Receiver and all parties entitled to service of the report. (Cal. Rules
22 of Court, rule 3.1183(b).) If no timely objection is made, the Receiver may pay the stated
23 amount from estate funds; any amount subject to a timely objection shall not be paid absent
24 further order of this Court. All interim fees are subject to final review and approval by this
25 Court, which retains jurisdiction to award a greater or lesser amount as the full, fair, and final
26 value of the services received. (Cal. Rules of Court, rule 3.1183(a).) The Receiver may charge
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1 \$375 per hour for his services and \$60 to \$175 per hour for his professional staff's services,
2 subject to that review.

3 17. The Receiver may open and review mail addressed to Havasu, including mail
4 delivered to P.O. Box 1690, Havasu Lake, California 9263, and may direct the U.S. Postal
5 Service to deliver Havasu's mail to the Receiver.

6 18. The Receiver may communicate and coordinate with the California Public
7 Utilities Commission, governmental agencies, utilities, vendors, customers, the Chemehuevi
8 Indian Tribe, and other persons as reasonably necessary to operate the system and address
9 Havasu's water-supply and infrastructure obligations.

10 19. The Receiver may request assistance from law enforcement when reasonably
11 necessary to obtain peaceful access to Receivership Property, preserve the peace, or carry out
12 this Order.

13 20. The Receiver shall not sell or convey any real property without further order of
14 this Court.

15 21. Within 30 days after qualification, or as soon thereafter as reasonably practicable,
16 the Receiver shall file an inventory of Receivership Property as required by California Rules of
17 Court, rule 3.1181, and shall file reports and accounts as required by law or further order of this
18 Court.

19 22. The Receiver shall, subsequent to the Receiver's Inventory Report, report to the
20 Court at such times as the Receiver deems necessary to inform the Court, to seek approval of the
21 Court, or secure orders of the Court to enforce the Receiver's actions. The foregoing
22 notwithstanding, the Receiver shall report to the Court no less frequently than every one
23 hundred and twenty (120) days.

24 23. The Receiver is not personally liable for any debt, obligation, or liability of
25 Havasu incurred before the Receiver's qualification, or for any act or omission of Havasu's
26 officers, directors, agents, employees, or consultants. The Receiver and the employees, agents,
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1 attorneys, and professionals the Receiver retains shall have no personal liability for acts taken
2 within the scope of, and in accordance with, this Order or further orders of this Court.

3 24. The Receiver, his employees, agents, attorneys, and all professionals and
4 management companies retained by the Receiver shall not be held liable for any claim,
5 obligation, liability, action, cause of action, cost, expense or debts incurred by Havasu or its
6 Shareholders or former Directors, Officers, agents, employees, or consultants. The Receiver and
7 his employees, agents, and attorneys shall have no personal liability, and they shall have no
8 claim asserted against them relating to the Receiver's duties under this Order, without prior
9 authority from this Court. All who are acting, or have acted, on behalf of the Receiver or at the
10 request of the Receiver are protected and privileged with the same protections of this Court as
11 those of the Receiver.

12 25. Subject to the continuing jurisdiction and further orders of this Court, the
13 Receiver shall have authority to control and make decisions concerning legal actions involving
14 Havasu or the Receivership Property, including authority to issue subpoenas, conduct and
15 participate in discovery, take depositions, pursue contempt proceedings as authorized by law,
16 and seek other relief reasonably necessary to carry out the Receiver's duties under this Order.
17 Nothing in this paragraph limits or otherwise affects the independent statutory or regulatory
18 authority of the California Public Utilities Commission, the United States Environmental
19 Protection Agency, or any other governmental agency.

20 26. Effective upon the Receiver's appointment, all powers of Havasu's officers and
21 directors – including the power to authorize or commence a case under title 11 of the United
22 States Code on Havasu's behalf – are vested exclusively in the Receiver, and Jennifer L. Hodges
23 and all other officers, directors, agents, and representatives of Havasu are divested of, and shall
24 not exercise, any of those powers. The Receiver shall not commence a case under title 11 on
25 Havasu's behalf without prior approval of this Court.

26 27. The Receiver may retain legal counsel to assist the Receiver with issues arising
27 out of any bankruptcy proceedings that affect the receivership.
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1 28. The Receiver shall have sole authority to control and make all decisions related
2 to any legal actions involving Havasu, to issue subpoenas, conduct and participate in discovery,
3 take depositions, pursue contempt actions, and otherwise pursue all remedies available by law to
4 ensure compliance with the Receiver's authority granted herein.

5 **TEMPORARY RESTRAINING ORDER**

6 29. Pending the hearing on the Order to Show Cause and further order of this Court,
7 Respondents Havasu, Jennifer L. Hodges, and JH's Partnership, and their officers, agents,
8 employees, representatives, attorneys, successors, assigns, and all persons acting in concert with
9 any of them who receive actual notice of this Order, are temporarily restrained and enjoined
10 from:

11 a. Transferring, assigning, selling, conveying, devising, pledging, hypothecating,
12 mortgaging, creating a security interest in, encumbering, leasing, concealing, destroying,
13 removing, or otherwise disposing of or materially altering the Receivership Property, or any
14 property of Havasu or any interest in property formerly held by Havasu and transferred to
15 Jennifer L. Hodges or JH's Partnership, including but not limited to APNs 0649-212-19, 0649-
16 281-28, and 0649-211-10, without an order of this Court authorizing such actions;

17 b. Committing or permitting waste of the Receivership Property, or taking any
18 action that would impair, defeat, divert, prevent, or prejudice the preservation or continued
19 operation of Havasu's water system;

20 c. Directly or indirectly interfering with, obstructing, restricting, or limiting the
21 Receiver's access to, possession of, use of, operation of, or management of the Receivership
22 Property, including the Receiver's reasonable access to and use of APNs 0649-212-19, 0649-
23 281-28, and 0649-211-10 and the buildings, treatment facilities, equipment, infrastructure,
24 easements, and access routes on or serving those parcels, to the extent reasonably necessary to
25 operate, maintain, or rehabilitate Havasu's water system,. This authority is without prejudice to
26 any party's claim concerning title or ownership;

1 d. Withholding from the Receiver any property of Havasu, including funds,
2 revenues, books, records, customer information, accounts, keys, access devices, passwords,
3 electronic credentials, permits, contracts, or other operational information;

4 e. Demanding, collecting, receiving, diverting, or using Havasu revenues or
5 accounts receivable, except as expressly authorized in writing by the Receiver or by further
6 order of this Court; and

7 f. Destroying, concealing, altering, transferring, or failing to preserve any
8 document or electronically stored information concerning Havasu, Havasu's property, the
9 operation of Havasu's water system, or the Parcels identified above.

10 30. Respondents shall immediately provide the Receiver reasonable access to and
11 use of the property, equipment, and infrastructure on or associated with APNs 0649-212-19,
12 0649-281-28, and 0649-211-10 to the extent reasonably necessary to operate, maintain, or
13 rehabilitate Havasu's water system, and shall not interfere with or obstruct such access or use
14 pending further order of this Court. Nothing in this Order adjudicates title to those parcels or the
15 validity or effect of their transfer to JH's Partnership.

16 31. This temporary restraining order preserves the status quo.

17 **TURNOVER AND COOPERATION**

18 32. Havasu and Ms. Hodges shall immediately relinquish operational control of
19 Havasu's water system to the Receiver and shall turn over all Receivership Property in their
20 possession, custody, or control.

21 33. JH's Partnership shall not interfere with the Receiver's access to or use of APNs
22 0649-212-19, 0649-281-28, and 0649-211-10, or the buildings, fixtures, equipment, and
23 infrastructure on or serving those parcels, to the extent reasonably necessary for the Receiver to
24 operate, maintain, or rehabilitate Havasu's water system upon the terms of this Order.

25 34. All Respondents shall reasonably cooperate with the Receiver in identifying,
26 locating, securing, and preserving Receivership Property and in maintaining uninterrupted water
27 service.
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ORDER TO SHOW CAUSE

35. Respondents are **ORDERED TO SHOW CAUSE** on 9/21, 2026, at 8:30 a.m., in Department 522 of this Court, why:

a. Scott M. Sackett should ~~not~~ be confirmed as Receiver ^{temporarily} during the pendency of this action on the terms stated in this Order, as modified by the Court; and will be determined at the next hearing if receiver should remain appointed

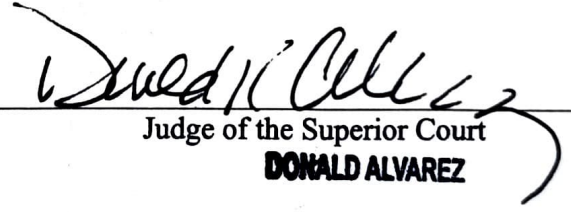
b. A preliminary injunction should not issue continuing the restraints stated in Section III of this Order during the pendency of this action.

c. Any opposition to confirmation of the Receiver or issuance of the preliminary injunction shall be filed and served on the dates ordered by the Court.

The Commission shall serve this Order, the *Ex Parte* Application, the Petition, and the papers supporting the Application on Respondents in the manner and by the time directed by the Court.

IT IS SO ORDERED.

DATED: 9/14/26


Judge of the Superior Court
DONALD ALVAREZ