

JUL 19 2006

RONALD A. LONGTIN, JR., CLERK

By: T. Clements  
DEPUTY CLERK

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

ALTERNATIVE DEBT PORTFOLIOS, LLC,  
a Nevada limited liability company, and  
ALTERNATIVE DEBT PORTFOLIOS, L.P.,  
a Delaware limited partnership,

Case No. CV06-

CV06 01688

Dept. No.

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Plaintiffs,

vs.

E-Z PAY SERVICES, INC. dba E-Z PAY  
DENTAL and E-Z PAY MEDICAL, a Nevada  
corporation; DEBRA DISTLER, an individual;  
MYDDS.COM, a Nevada corporation; and  
DOES I-V;

Defendants.

**EX - PARTE TEMPORARY RESTRAINING ORDER**

Upon consideration of Plaintiffs ALTERNATIVE DEBT PORTFOLIOS, LLC, a Nevada limited liability company, and ALTERNATIVE DEBT PORTFOLIOS, L.P., a Delaware limited partnership, (collectively "Plaintiffs") Motion for Temporary Restraining Order and Preliminary Injunction against Defendants E-Z PAY SERVICES, INC. dba E-Z PAY DENTAL and E-Z PAY MEDICAL, a Nevada corporation, DEBRA DISTLER, an individual, and MYDDS.COM, a Nevada corporation (collectively "Defendants"), the Declaration of Eric Gangloff attached thereto, and the arguments of counsel at a hearing on this matter, it appears to the Court that the allegations of Plaintiff's Verified Complaint for Injunctive Relief and Damages provide an adequate basis for the relief requested. Plaintiffs will suffer immediate and irreparable harm if the Defendants above-named are not enjoined and restrained; and, good causes appearing:

1           **IT IS HEREBY ORDERED THAT:**

2           1.       Defendants are enjoined from:

3                   (a)       Contacting the patients who are obligated to pay under the Contracts already  
4                               purchased by ADP in any manner whatsoever for any reason whatsoever, and  
5                               specifically to prohibit any direction to have payment under those contracts  
6                               redirected to E-Z PAY or any other party; and

7                   (b)       Contacting Duvera regarding the Contracts already purchased by ADP and  
8                               being serviced there as ADP's collateral for the purpose of disrupting the  
9                               electronic funds transfers by the patients to Duvera on behalf of ADP;

10                  (c)       Contacting and directing the dentists to follow up with ADP for the payment  
11                               of any monies due and owing by E-Z PAY to the dentists,

12                  (d)       Taking any actions whatsoever to make any changes to the balances of the  
13                               existing contracts owned by ADP and those contracts serviced by Duvera as  
14                               ADP's collateral; and

15                  (e)       Contacting any of ADP's other customers or clients in any manner for any  
16                               purpose;

17                  (f)       Contacting ADP's investors in any manner for any purpose; and

18                  (g)       Taking any actions to interfere with ADP's security interest in the other  
19                               contracts owned by E-Z Pay, but not purchased by ADP, which serve as  
20                               collateral of ADP's recourse obligation.

21           2.           ADP shall post a bond in the amount of \$ 5,000.00 with the Clerk of  
22                               Court; and

23           3.           Plaintiffs' counsel shall provide notice to Defendants E-Z PAY  
24                               SERVICES, INC. dba E-Z PAY DENTAL and E-Z PAY MEDICAL, a

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Nevada corporation; DEBRA DISTLER, an individual; MYDDS.COM, a  
Nevada corporation, of the entry of the Ex Parte Temporary Restraining  
Order.

Dated this 19<sup>th</sup> day of July, 2006.

Janet J. Berry  
DISTRICT JUDGE