

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

HARRY JACOB HANCHAR,

Plaintiff,

v.

BRIAN SWINGLE, and DMITRJY
KSENDZOVSKY,

Defendants,

v.

CAPITAL FOUNDRY FUNDING, LLC,

Intervenor.

No.: GD-25-013191

ORDER OF COURT

BY:

Honorable Daniel D. Regan
819 City-County Building
414 Grant Street
Pittsburgh, PA 15219

COPIES TO:

Pro Se Plaintiff:

Harry J. Hanchar
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Pittsburgh, PA 15215

Pro Se Defendant:

Dmitrjy Ksendzovsky
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Hilo, Hawaii 96720

Counsel for Intervenor:

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Receiver Pendente Lite:

John J. Richardson, Esq.
Bernstein Burkley
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AND NOW, this 9th day of July 2026, after a hearing on Plaintiff, Harry Jacob Hanchar's (Plaintiff and/or Hanchar), Motion(s) for Injunctive Relief, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. Defendants, Dmitriy Ksendzovsky (Ksendzovsky) and Brian Swingle (Swingle) shall refrain from communicating with Plaintiff, Plaintiff's family, employees of Digital Dream Labs (DDL) and/or Anki, with the intent to harass, annoy, or alarm.

Appointment of Receiver Pendente Lite

2. Effective as of the date of this Order (the "Effective Date"), Attorney John J. Richardson, Esquire, Bernstein Burkley, 601 Grant Street, 9th floor, Pittsburgh, PA 15219, is appointed as Receiver Pendente Lite (the "Receiver") over the digital assets of DDL and/or Anki Company Digital Assets (as defined below) for a period commencing on the Effective Date and ending upon a final hearing and Order on Intervenor's Motion to Appoint Receiver at GD 22-8335 or termination of such appointment by further order of this Court.
3. This Order shall be effective as of 9:00 a.m. ET on the day immediately following the entry of this Order ("Effective Date").
4. The Receiver is appointed for the purpose of managing and operating, and to protect, preserve, and operate the Receivership Digital Assets (as that term is defined below), for the benefit and protection of all creditors, including Parties, and the Receiver is hereby granted and vested with all powers to do so. The Receiver's responsibilities include, but are not limited to, oversight of all aspects of the management of Receivership Digital Assets. Parties shall have the right to return to this Court to request an extension of the Effective Date or to seek further relief or instructions.
5. No individual or entity may succeed or replace the Receiver hereunder without further order of this Court.
6. The Receiver shall post a bond in the face amount of Ten Thousand Dollars (\$10,000) ("Receiver Bond") and shall perform its duties as set forth in this

Order. The requirements set forth in Pa.R.C.P. 1533(d), (e), (f) and (g) hereby are waived. Any liability of or recovery against the Receiver or any of its respective officers, directors, members, managers, agents, employees, or representatives shall not exceed the face amount of the Receiver Bond unless this Court finds that the Receiver acted with intentional wrongdoing and/or willful misconduct.

7. The instant litigation is held in abeyance; in the event of impasse, either party may file a motion to request a status conference.

Authorities and Duties of the Receiver Pendente Lite

8. The Receiver is granted the power and duty to immediately take exclusive possession of the Receivership Digital Assets. The “Receivership Digital Assets” shall include, but are not limited to, the following:
<https://github.com/digital-dream-labs/vector-cloud>, [anki/vicos-oelinux](https://github.com/anki/vicos-oelinux), [digital-dream-labs/escape-pod](https://github.com/digital-dream-labs/escape-pod), [anki/victor](https://github.com/anki/victor), [digital-dream-labs](https://github.com/digital-dream-labs) (collectively “Github Accounts”)¹, as well as IONOS hosting accounts, GitHub code repositories, and domains currently held by Ksendzovsky and the subscription billing accounts and customer data currently held by Hanchar, as well as all unauthorized forks, copies, or duplications of DDL code repositories in Hanchar’s possession, custody or control, or in the possession of any person or entity acting at Hanchar’s direction, including specifically the DDLbots GitHub organization together with access logs, credentials, and version histories necessary for the

¹ Accounts as set forth in paragraph no. 4 in Motion for Order Requiring Defendants to Transfer All Right and Title and Interest in the Github Accounts to Plaintiffs at MS 26-368.

Receiver to conduct a complete audit². Additionally, the Receiver is granted the power and duty to immediately take exclusive control of any access code(s) and information to access and take possession of the Github Accounts.

9. The Receiver is appointed hereunder for the benefit and protection of the rights and interests of the Parties and all creditors with claims against one or more of the Parties.
10. The Receiver will be compensated at an hourly rate of \$500 per hour. Hanchar, Ksendzovsky, and Capital Foundry respectively shall pay a retainer fee of \$10,000.00 to the Receiver within three (3) business days of this order. The Receiver shall bill against the aggregate \$30,000.00 retainer fee.
11. Nothing herein shall be construed as an agreement by Parties to indemnify any person or entity for any liability, debts, claims, demands, actions, causes of action and/or judgments of or against (a) the Parties, (b) any of the Parties respective members, officers, directors, shareholders, agents, representatives or employees, or (c) the Receiver or any of its respective officers, directors, members, managers, agents, employees or representatives.
12. The Receiver, subject to the rights and interests and for the benefit of Parties, shall, without further Order of this Court, have all necessary powers to manage and operate the Receivership Digital Assets, including, but not limited to, the following powers and responsibilities: (a) to take possession of the Receivership Digital Assets, including, but not limited to, all, digital keys, digital

² Digital assets set forth in paragraph nos. 2 and 3 section IV. Requested Relief of Ksendzovsky's Motion to Modify the May 4, 2026 Order as Amended by the May 8, 2026 Order at GD 25-13191.

combinations for locks or other access information, or which relate in any manner to the management or operation of all or any portion of the Receivership Digital Assets, (b) to direct Parties, their respective members, directors, officers, agents, employees or other representatives to immediately turn over and deliver or cause to be delivered to the Receiver or its designee all digital property which relates in any manner to the management or operation of the Receivership Digital Assets, including, but not limited to, all digital keys, digital combinations for locks or other access or source codes, digital accounts, and the like pertaining to the operation of the Receivership Digital Assets, (c) to take such steps with respect to the outstanding accounts payable in order to maintain, preserve, and protect the Receivership Digital Assets (including, but not limited to, to discern the status of the outstanding accounts payable and to settle any such accounts that the Receiver or its designee deems necessary), (d) to employ other professionals, as may be necessary in order to carry out the duties as Receiver and to preserve, maintain the Receivership Digital Assets, to conduct discovery, provide notice, pursue claims, cooperate, negotiate, and otherwise take all steps necessary to recover or obtain coverage from any entity relating to the acts, conduct, property, liabilities, or financial condition of the Parties and/or as may affect the Receiver's administration of the Receiverships Digital Assets, (e) to commence and prosecute such actions at law or in equity that the Receiver deems necessary to fulfill its duties to preserve the Receivership Digital Assets, (f) to terminate, cancel, abrogate or suspend

performance under any or all agreements, contracts, understandings or commitments entered into by any of the Defendant with respect to the Receivership Digital Assets, apart from the Credit Agreement, (g) to maintain existing or open new accounts with, or negotiate, compromise or otherwise resolve existing obligations to service providers or suppliers of goods or services or to otherwise enter into such agreements, contracts or understandings with such service providers or suppliers as relate to and are necessary to maintain, preserve and protect the Receivership Digital Assets, and (h) to apply to this Court for further direction and for such further powers as may be necessary to enable the Receiver to fulfill its duties.

13. The Receiver is authorized in its discretion to employ, fix and pay the compensation, salaries and wages of any contractor as may be advisable or necessary in the Receiver's judgment for the operation, management, preservation, conduct, control, custody of the Receivership Digital Assets.
14. The Receiver may sue and be sued only in its capacity as receiver of the Company Digital Assets. No individual or entity may commence any civil, administrative, or any other type of legal action against the Receiver or any property manager (including any employees or agents of the Receiver) engaged by the Receiver with respect to Company Digital Assets or this Order without first obtaining permission of the Court.
15. The Receiver may obtain liability insurance to protect the Receiver and its officers, directors, employees, contractors, and agents in carrying out its duties

hereunder with a reasonable policy limit, and the premium therefor should be paid from the Retainer.

16. The Receiver and its agents, employees, and counsel (if any) are entitled to rely on all outstanding rules of law and Court orders and shall not be liable to anyone for their own good-faith compliance with any order, rule, law, judgment or decree. In no event shall the Receiver be liable to anyone for good-faith compliance with its duties and responsibilities, and neither shall the Receiver or its agents, employees, or counsel (if any) be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act as a result of fraud or gross negligence. No person is permitted to file suit against the Receiver for claims arising out of the receivership absent leave of this Court, and any such person filing such a suit without leave of this Court shall be subject to contempt sanctions.
17. The Receiver or its designee shall conduct an inspection and shall perform a complete inventory of the Receivership Digital Assets as soon as is practicable after the Effective Date. Such inspection and inventory shall be conducted with the cooperation of the Parties and their respective agents, employees or other representatives.
18. The Receiver shall permit existing insurance coverage for the Company Digital Assets to remain in force until the expiration of the current paid-up term under such policy or policies and shall notify the Company's insurance carriers immediately of the appointment of the Receiver hereby and request that the

Receiver be added to the insurance policy or policies as an “additional insured” thereunder. Upon the expiration of the paid-up portion of such policy or policies, the Receiver shall have the responsibility for keeping the Company Digital Assets insured and may as an option keep in force the existing insurance coverages or obtain new coverages for the Company Digital Assets, each of which coverages shall name the Receiver as an Additional Insured thereunder.

19. The Receiver and Intervenor shall have no personal liability in connection with any liabilities, obligations, liens or amounts owed to any of the DDL and/or Anki’s creditors or any other person or entity arising out of or relating to the DDL and/or Anki, any of the DDL and/or Anki’s respective business(es), the Receivership Digital Assets or the Receiver’s management, operation, or other disposition thereof.
20. The Receiver and its employees, agents and counsel shall have no personal liability in connection with any liabilities, obligations, liens or amounts owed to any of Parties, DDL, and/or Anki’s creditors because of its duties as Receiver. Nothing in this Order shall grant any rights to trade creditors or general unsecured creditors, whose rights may be solely determined in accordance with the laws of the Commonwealth of Pennsylvania.
21. The Parties, DDL and/or Anki and their respective directors, members, managers, partners, officers, agents, employees, representatives, creditors, and other persons and entities, and all persons acting on behalf of any such person

or entity, including, but not limited to, any sheriffs, marshals, other officers, deputies, servants, agents, employees and attorneys, are, without first obtaining leave of this Court (with prior written notice to the Receiver, Plaintiff and their respective counsel), hereby enjoined from:


- a. Commencing, prosecuting, continuing or enforcing any suit or proceeding in law, equity, bankruptcy, or otherwise against or affecting all or any part of the Receivership Digital Assets, except that such actions may be filed solely to toll any statutes of limitations;
- b. Using self-help or executing, issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien or encumbrance of any kind or description upon any portion of the Receivership Digital Assets, wherever situated;
- c. Attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate the due date of any lease, contract, loan, mortgage, indebtedness, security agreement or any document otherwise affecting the Receivership Digital Assets;
- d. Doing any act to interfere with the taking control, possession, or management (or the sale or other disposition by the Receiver) of any portion of the Receivership Digital Assets or to interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Digital Assets;

- e. Engaging in any act to create, perfect, or enforce any lien or encumbrance against any of the Receivership Digital Assets;
- f. Engaging in any act to collect, assess, or recover a claim against any of the Receivership Digital Assets that arose before the appointment of the Receiver; and
- g. Exercising a set-off or recoupment of any debt owing to the Parties, DDL, and/or Anki that arose before the appointment of the Receiver against any claim against the Parties, DDL, and/or Anki related to the Receivership Digital Assets.

22. Upon the Effective Date, the Receiver shall immediately serve a copy of this Order upon the Parties, as well as any and all known creditors of DDL, Anki, Keysimple, Harry Jacob Hanchar, and Dmitriy Ksendzovsky.

23. This Court shall enter an order terminating this receivership (a) upon a final hearing and Order on Intervenor's Motion to Appoint Receiver at GD 22-8335 (b) if and when Parties file a motion or application requesting such relief, at any time and in its discretion, or (c) if and when the Receiver files a motion or application requesting such relief to which Parties consent in writing.

24. This Order shall remain in full force and effect until further order of this Court, and this Court shall retain exclusive jurisdiction of this matter, the Receivership Digital Assets for all purposes.

BY THE COURT:

_____, J.