

IN THE CIRCUIT COURT OF THE __ TH JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, FLORIDA

CIVIL DIVISION
CASE NO. _____

_____,
Plaintiff,

v.

_____,
Defendant.

_____ /

**ORDER GRANTING [TITLE OF MOTION] AND FOR
APPOINTMENT OF RECEIVER**

THIS MATTER came before the Court on _____, upon **TITLE OF MOTION**, (the “Motion”), and the Court having considered the Motion and being fully advised of the premises thereof, the Court finds that a Receiver is necessary in order to preserve and protect the interests of the parties, and that the Court has jurisdiction over the subject matter and the parties. Accordingly, the Motion is GRANTED. It is therefore

ORDERED AND ADJUDGED that:

1. Pursuant to §§ 726.106 and 726.109, Florida Statutes (2008), the Court hereby takes exclusive jurisdiction of and attaches all the assets of **[COMPANY NAME(S)]** “the **Company(ies)**.”
2. The Court finds that a temporary injunction is warranted to prevent irreparable harm to the entities that the parties own, specifically the **Company/ies**, and their associated properties. The transfer of ownership and control of and any of the assets of the **Company/ies** is hereby enjoined.
3. Jane W. Muir Esq. is hereby appointed Receiver over the real and personal property of the **Company/ies** (the “Property”) in accordance with the following provisions of this Order.

4. Upon presentation of a certified copy of this Order, all of the **Company/ies**' officers, directors, employers, representatives, agents, and all other persons, shall deliver to the Receiver records, property and assets of the **Company/ies** of every kind and nature whatsoever, which may be in their possession or under their control. If any person served with a certified copy of this Order should receive any records, property or assets of the **Company/ies** on or after the date the Receiver is appointed, such Party is temporarily restrained and enjoined from disposing of such records, property or assets in any manner, other than by turning over such records, property or assets to the Receiver until further order of this Court.

5. Ms. Muir has agreed to the rate of \$550.00/hour, and for paralegals at \$175.00/hour. Invoices shall be submitted to all parties on a monthly basis.

6. Pursuant to Florida Rule of Civil Procedure 1.610(b), the Court finds that **[no bond is required as the parties have agreed to waive the requirement of a bond.] [a bond in the amount of \$ _____, conditioned for the payment of costs and damages sustained by the adverse parties if any are wrongfully enjoined, is reasonable and proper. This bond shall be paid by the Company.]**

7. Ms. Muir shall file an Oath of Acceptance within ten (10) days of entry of this Order.

8. This Order directs any and all individuals and entities with actual or constructive notice of the Receivership to cooperate fully with the Receiver's efforts to take possession of the Property, collateral and related assets.

9. This Order enjoins any and all individuals and entities with actual or constructive notice of the Receivership from directly or indirectly interfering with the Receiver's efforts to discharge her duties as Receiver.

10. This Order enjoins any and all individuals and entities with actual or constructive notice of the Receivership from concealing, dissipating, destroying the assets of the receivership estate or any books and records thereto.

11. The Receiver shall have full control, access and signatory authority over all financial, credit, charge, merchant and credit card accounts maintained by the Defendants or their entities, including but not limited to: checking, savings, money market, investment, brokerage, credit card, credit processing and online payment acceptance accounts.

12. The Receiver is authorized to set depositions and demand production of documents on five (5) business days' notice. Any objections to documents requested by the Receiver may be stated at the deposition and reserved for hearing.

13. The Receiver is hereby authorized, empowered and directed to perform any of the following actions:

- a. take immediate possession, custody and control of the Property, including cash, bank accounts at BANK, and any other bank, merchant accounts, machinery, equipment, furnishings, fixtures, inventory, contract rights and general intangibles, present and future accounts, accounts receivable and all books and records relating thereto, all documents and instruments, all of the **Company/ies'** rights in, to and under all licenses, and all other property, real, personal or otherwise;
- b. continue to operate or cease the operation of the **Company/ies** in such a manner as the Receiver shall deem reasonable and proper;
- c. manage the **Company/ies** in her discretion including but not limited to controlling all funds generated by the **Company/ies**;

- d. take all steps necessary to conduct inventory of all tangible and intangible property related to the **Company/ies**, all accounts related to the **Company/ies**, and all receivables and liabilities of the **Company/ies**;
- e. demand, receive and collect the profits of the **Company/ies**, with prompt notice to all employees, customers and vendors of the Receiver's appointment, and with the power to take any action as is necessary under contract;
- f. take possession of all books, records, papers, leases, and other documents relative to the **Company/ies** and collateral, and the Court orders Defendants and/or officers, owners, employees, or contractors to turn over all such materials to the Receiver;
- g. hire, employ and pay employees and contractors during the pendency of the Receivership;
- h. Negotiate and enter into such contracts and agreements which the Receiver deems necessary or advisable in respect of the **Company/ies** for the preservation and protection of their assets;
- i. take all actions reasonable necessary to maintain, operate, and preserve the **Company/ies** during the pendency of the Receivership, including urgent payment of necessary bills, taxes, assessments or any governmental charges, costs or expenses that may be imposed and securing insurance;
- j. to incur a reasonable and limited amount of additional debt as is reasonably necessary to maintain, operate, and preserve the **Company/ies**;
- k. provide for an accounting of the receivership estate;

- l. provide for the reasonable compensation of the Receiver and any professionals that are necessary to aid the Receiver in the performance of her duties and obligations, including Counsel to the Receiver and certified public accountants;
 - m. initiate, prosecute, defend, compromise, adjust, intervene in, or become party to such legal actions, claim or proceedings related to the **Company/ies** or collateral as the Receiver deems necessary and appropriate to carry out the Receiver's mandate pursuant to this Order;
 - n. upon further Motion, Notice and Court Order, engage other professionals in assisting the Receiver with her duties;
 - o. seek additional authorizations or modifications of this Order upon Motion, Notice, and further Court Order;
 - p. assume control of, liquidate, transfer, and/or be named as an authorized signature for all accounts at any bank or financial institution that has possession, custody, or control of any assets or funds of the **Company/ies**, wherever situated;
 - q. have access to and review of all mail for the **Company/ies**, and;
 - r. execute and perform any other act or deed, matter or thing whatsoever that needs to be done, in and about or with respect to the **Company/ies**' Principal Places of Business.
 - s. Pay all expenses of the Receiver and the receivership incurred in the operation and management of the **Company/ies** or in any way related to the Receiver's duties out of their assets and income.;
14. The Receiver shall investigate the acts, conduct, assets, liabilities and financial condition of the **Company/ies**.

15. Within thirty (30) days after the Receiver takes possession of the **Company/ies** and their assets, the Receiver shall file a report with this Court, reporting on her investigation and providing this Court with an inventory of all assets and a summary of all liabilities. A copy of such report shall be served upon counsel for the parties.

16. Thereafter, every three months, or as otherwise directed by the Court, the Receiver shall file with the Court a report summarizing her activities, providing an accounting of fund, assets and property in his possession, and reporting the status of any legal issues or claims. The Receiver shall serve a copy of that Report to all parties who have entered an appearance in this matter.

17. The Receiver is required to exercise good faith business judgment in fulfilling her duties and responsibilities pursuant to this Order. The Receiver is entitled to rely on all outstanding rules of law and court orders, and shall not be liable to anyone for his own good faith compliance with any order, rule, law, judgment, or decree. The Receiver shall not be liable for complying with the orders of this Court. In no event, shall the Receiver be liable for her good faith compliance with the terms and provisions of this Order, nor shall she be liable to anyone for any action taken or omitted by her except upon a finding by this Court that she acted or failed to act as a result of misfeasance, bad faith, gross negligence, or in reckless disregard of her duties.

18. The Receiver shall keep full and complete records of all expenses, income, assets and disbursements, to or from the **Company/ies** in an account specified solely for the purpose of the **Company/ies**.

19. All expenses and liabilities of the Receiver and of the receivership shall have priority to the assets of the receivership superior to the debts and liabilities of the **Company/ies**. The

Receiver shall have no personal liability for the expenses and liabilities of the Receiver and of the receivership, all such liabilities shall be satisfied, if at all, from the assets of the receivership

20. Within thirty (30) days of the completion of her duties pursuant to the Order, the Receiver shall file a Notice of Termination and Request for Discharge Order seeking discharge by the Court for her responsibilities as Receiver herein. The Notice of Termination and Request for Discharge Order shall include a final Report, summarizing all of the Receiver's activities, providing a final accounting, and reporting the final disposition of any legal claims.

21. The Court shall retain jurisdiction and supervision of all matters concerning the Receiver and the receivership. The Receiver may seek instructions and additional authority from the Court upon written notice to counsel for the **Company/ies**. The provisions of this Order shall remain in full force and effect until further Order of the Court.

DONE AND ORDERED in County, Florida this ____ day of _____, 2023.

CIRCUIT COURT JUDGE

Copies Furnished To: