
v.

- In The County Civil
 Court at Law #1
 Harris County, Texas

ORDER TO TURNOVER AND APPOINTING RECEIVER
(With Attached List of Items to be Turned Over)

The Court considered Plaintiff's application for turnover, reviewed the documents on file, evidence, all arguments, and finds that Plaintiff is entitled to aid from this Court and the appointment of a Receiver is necessary.

Defined Terms. As used in this order, the terms below are defined.

Term	Definition
Plaintiff	_____
Plaintiff Attorney	_____, Fax: _____, Email: _____
Defendant	_____
Receiver	Name:
	Mail Address: ,
	Tel. No.: Fax No.:
	E-Mail: SBOT:
Judgment	Date:
	Principal Amount: _____
	Attorney's Fees: _____
	Post-judgment % rate: _____ %
Receivership Assets	All of Defendant's non-exempt property
Bond	\$200
Atty Fees Req for Turnover Motion	_____

FACTUAL FINDINGS. The Court makes the following factual findings.

1. Unsatisfied Judgment. Plaintiff owns an unsatisfied final, valid, and subsisting judgment against Defendant.
2. Property Not Readily Attachable. Plaintiff has good faith reasons to believe that Defendant owns non-exempt rights to present or future property that cannot be readily attached or levied upon by ordinary legal process, like bank accounts that are easily moved and constantly changing in balance. Appointing Receiver to locate, marshal, and administer assets is justified because non-exempt assets exist, as virtually everyone has a bank account or other non-exempt asset, that plaintiff believes that Defendant will hide. Defendant owns non-exempt property that is not readily attachable through ordinary legal, process as required by the standard in *Tanner v. McCarthy*, 274 S.W.3d 311 (Tex.App.–Houston [1st Dist.] 2009, no pet.), so Plaintiff is entitled to a turnover order that does not identify property. *See* Tex. Civ. Prac. & Rem. Code §31.002(h).
3. Reasonable Collection Attempts Unsuccessful. Plaintiff has attempted with good faith efforts to collect the judgment, without success, by taking actions that include the following:

Description	Date Attempted	Result
Writ of execution		<input type="checkbox"/> Execution Returned <i>Nulla Bona</i> <input type="checkbox"/> Other: _____
Writ of garnishment		
Abstract recorded		
Written Post-Judgment Discovery		<input type="checkbox"/> No Response <input type="checkbox"/> Response: _____
Deposition		
Motion to compel/deem		
Post Judgment Agreement		
Other:		

4. Defendant's Cooperation: (all applicable findings must be checked)
 - Defendant has avoided, and failed to cooperate with, Plaintiff's collection efforts.
 - Defendant has failed to respond to any post-judgment written discovery requests.
 - Defendant has failed to appear for a properly noticed and scheduled deposition.
 - Defendant was timely served with notice of the turnover hearing, had the opportunity to contest this order, and has failed to appear.
5. Necessity of Receiver. Plaintiff is entitled to aid from the Court, and it is necessary to appoint a Receiver to collect the judgment.

6. Attorney's Fees. The Court takes judicial notice of the time that is reasonable and necessary for the preparation and prosecution of the motion for turnover and for a receiver.
7. Reasonable Receiver's Fees. A contingent fee of 25% is a fair, reasonable, customary, and necessary fee for Receiver. Defendant has not made reasonable efforts to pay the judgment, and a contingency fee is most likely the only way that plaintiff can afford a receiver because the costs of an hourly fee for Receiver are prohibitive.
 - 7.1. Competent and experienced receivers are rare, and the time and effort required by a receiver to keep time and apply for fees, as well as the lag between filing for fees and being paid -- not being paid at the time of or shortly after rendering of services, inhibits the recruitment of experienced receivers. Given the chances of no recovery, contingent fees are the most economical fee schedule, and the costs of proving an hourly fee will very often exceed the original judgment.

ORDERS. The Court orders the relief set out below.

8. Appointment of Receiver. After considering the propriety of receivers previously appointed by the Court in other cases and Plaintiff's recommendations, the Court creates a receivership and appoints Receiver as the receiver over each of Defendant's non-exempt assets, under the Texas Turnover Statute (i.e., Texas Civil Practice and Remedies Code Sec. 31.002), Receiver to serve after posting bond, which may be a surety bond, and after taking the oath of office. The filing of the bond may be retroactive.
 - 8.1. Purpose of the Receiver. The Receiver is the agent of this Court (not the attorney for any party), and is to be treated with the same courtesy accorded to the Court. Receiver shall notify Court and the parties if Receiver recommends the appointment of a special master for any reason.
 - 8.2. Constructive Possession of Defendant's Non-exempt Property. The Court assumes jurisdiction over and takes constructive possession of all of Receivership Assets. The receivership has a judicial lien on all non-exempt assets of Defendant, regardless of whether the Receiver takes actual possession.
 - 8.3. Effect of order on Defendant and third parties. The unique power of a receivership derives from the doctrine of *custodia legis*. Once a turnover order containing an appointment of a receiver is signed, all of the judgment debtor's non-exempt property becomes property in *custodia legis*, or "in the custody of the law." *First Southern Properties, Inc. v. Vallone*, 533 S.W.2d 339, 343 (Tex. 1976). The judgment Debtor's property is considered to be in the constructive possession of the court. During the pendency of a receivership, a receiver has exclusive possession and custody of the judgment debtor's property to which the receivership relates. *First S. Props.*, 533 S.W.2d at 343; *Ellis v. Vernon Ice Co. & Water Co.*, 86 Tex. 109, S.W. 858 (1893). No one, not even a lien holder with a prior filed deed of trust, can sell property held in *custodia legis* by a duly appointed receiver without first obtaining approval from the Court in which the Receivership is pending. *First S. Props.* at

533 S.W.2d at 341; *Huffmeyer v. Mann*, 49 S.W.3d 554, 560 (Tex.Civ.App.–Corpus Christi, 2001). Any unauthorized transfer of property in the custody of a receiver is not merely voidable, it is void. *First S. Props.*, 533 S.W.2d at 341. Any conveyance of property in the custody of a receiver without approval by the court has no effect upon the receivership and the accomplishment of its purposes. *T.H. Neel v. W.L. Fuller*, 557 S.W.2d 73, 76 (Tex. 1977). In short, any attempt by a judgment defendant to transfer any of his non-exempt property after the turnover order has been signed is void and can be called back by the receiver or subsequent suit to set aside the transfer brought by the receiver.

8.4. No Responsibility to Litigate. Receiver is not required to defend or prosecute any litigation regarding Defendant. However, Defendant may request an order from this Court requiring Receiver to take any appropriate or reasonably necessary action to maintain the value of the Receivership Assets.

8.5. Immunity of Receiver. To the extent allowed by law, Receiver and his/her agents have immunity from suit for state law claims and are not liable for any loss or damage incurred by any person or entity by reason of any act performed or omitted in good faith in the course and scope of Receiver's duties and responsibilities for the receivership, including exercising control over Receivership Assets. "Once an individual is cloaked with derived judicial immunity because of a particular function being performed for a court, every action taken with regard to that function-whether good or bad, honest or dishonest, well-intentioned or not is immune from suit. Once applied to the function, the cloak of immunity covers all acts, both good and bad." *Davis v. Radoff*, 317 S.W.3d 301, (Tex.App-Hou 1st 2009), (citing *Ramirez v. Burnside & Rishbarger, L.L.C.*, No. 04-04-00160-CV, 2005 WL 1812595 (Tex. App.-San Antonio Aug. 3, 2005, no pet.) (mem.op.)).

9. Defendant's Responsibilities and Obligations to Receiver and the Court. Defendant is ORDERED to do the following as soon as practicable and no later than 10 calendar days from service of this Order:

9.1. Deliver to Receiver, at Receiver's address, the items described in Exhibit A, together with all documents and records requested by Receiver.

9.2. Turnover to Receiver all non-exempt funds to the extent required to satisfy the Judgment. No Defendant may spend non-exempt funds, or sell, transfer or encumber non-exempt assets, without Receiver's prior written consent.

9.3. Make a complete written disclosure to Receiver of all assets of Defendant. Defendant must disclose all exempt and non-exempt assets, so that the exempt status of each asset can be determined. Defendant's disclosure must provide sufficient specificity to permit a constable to identify and levy upon each asset.

9.4. Supplement all disclosures, in writing, within five days of knowledge of information required to be disclosed, without being prompted.

9.5. Organize and collate the disclosed information and documents in the formats and manners directed by Receiver.

- 9.6. Defendant shall NOT interfere with and shall NOT impede Receiver, directly or indirectly, in the performance of Receiver's duties.
- 9.7. Deliver to Receiver all passwords, user identification, login and other credentials used to access websites, owned, controlled or managed by Respondent and "online" accounts that allow the control of assets (e.g. financial accounts, webhosting accounts, and other such accounts that are used to control assets.
10. Post-Judgment Pleadings and Discovery. All parties are ORDERED to serve Receiver with electronic copies of all motions, notices, discovery responses, correspondence, and communications among/between the parties.
- 10.1. Receiver may propound written discovery requests to the parties, which must follow the rules of civil procedure, in addition to Receiver's specific powers set out in this Order. Upon request, Defendant must provide documents in electronic format with indices, which may include word processing formats or other formats requested by Receiver.
11. Receiver's Specific Powers. The Receiver may do the following.
- 11.1. Take possession of all non-exempt property of Defendant in Defendant's actual or constructive possession, custody, or control, including the non-exempt items described in **Exhibit A**, including royalty payments, rights to receive payment, websites, URL, domain names, cash, accounts receivable, lease payments, notes receivable, promissory notes, checks, credit card payments, accounts in banks, stock brokerage firms, accounts and records in financial institutions, and entities like E-Trade Clearing, LLC, stocks, bonds, securities, deeds to non-exempt real property, fixtures, vehicles, vehicle titles, boats, planes, documents, safety deposit boxes, causes of action, contract rights, equipment, supplies, and inventory.
- 11.1.1. Secure control over all non-exempt property and engage in presale activities, including appraisals, evaluations, listing and advertising agreements. Receiver may transfer title into Receivership or buyer's name or place a hold on the title of personal and intangible property, including intellectual property, patents, trademarks, servicemarks, copyrights, websites, and domain names.
- 11.1.2. Enter all non-exempt real property and take all actions to gain access to real property and leased premises, storage facilities, and safe deposit boxes where non-exempt property, or records of a defendant may be situated, and to seize the contents.
- 11.1.3. Disable or remove non-exempt property belonging to Defendant or place the property into storage; insure any property taken into his possession; obtain such writs as Receiver deems necessary to obtain possession; and change the locks to premises belonging to Defendant. Receiver shall have no duty to take these actions: maintain, guard, or insure property, whether taken into *custodia legis* or left as is; maintain or pay any lease, mortgage, lien or assessment; defend against any lawsuit; pay any tax or fee; file tax returns; maintain any insurance coverage; or have any obligation except as specifically ordered.

11.1.4. Assume that property is not exempt if it appears to be non-exempt until the person claiming the exemption states the exemption claimed, the factual or legal basis for the exemption, and describes the property with sufficient specificity that a constable could levy upon it. If there is any dispute whether an asset is exempt, or property of a defendant, Receiver is may take custody of the asset until the Court determines the rights of those claiming an interest in the asset.

11.1.5. Contract or hire any person, firm or company (including hiring legal counsel and forensic accountants) reasonably necessary to accomplish any right or power granted by this Order, including to analyze financial statements, further remedies available to Receiver, change lock to premises belonging to Defendant, exclude persons from interfering with Receiver's custody of premises, move or store Defendant's property, or collect accounts receivable.

11.2. Endorse and cash checks and negotiable instruments payable to Defendant, Plaintiff, or Plaintiff's attorney, except paychecks for current wages.

11.3. Management, Control and Disposition of Entities. All legal right, title and ownership of any limited partnership interest, partnership interest, stock or membership interest Defendant has in any business entity is divested from Defendant and placed *in custodia legis* with Receiver. *Chitex Commication v. Kramer*, 168 B.R. 587, 590 (S.D. Tex. 1994) ("the president of an insolvent corporation had no authority to affect the corporation's property interests once a state court had placed it into receivership") To the extent that the debtor is the sole owner of that entity or business, all management authority is vested in Receiver as if Receiver were the receiver over that entity. If Defendant is a business entity, all authority and power of Defendant in the management of the entity is vested in Receiver and no decision may be made or carried out without the express approval of Receiver. *Id.* ("Texas law asserts that the receiver has the full rights that the corporation had"). Actions taken by an entity in receivership without the Receiver's approval are *ultra vires*, and void. This order entirely supersedes the authority of all officers, directors or managers of the business entity debtor.

11.3.1. Management of Business Interest. Receiver may, but shall not be obligated to, manage all businesses and business affairs of the Defendant.

11.3.2. Vote. Receiver may vote all shares of stock, partnership interests, or other business interests of Defendant. Where Defendant is a legal business entity, receiver shall has the exclusive authority to make, vote or sign any orders or minutes or resolutions of directors authorizing any action of Defendant requiring such resolution or signed minutes by Defendant's operating agreement, partnership agreement, bylaws or other agreements.

11.4. Obtain Property and Information from Third Parties, and require the attendance of third parties and issue subpoenas to third parties, or those who may possess knowledge or information concerning Defendant's assets. A subpoena is not required to compel

attendance. Receiver may require the attendance of Defendant and issue subpoenas to Defendant or witnesses ordering the turnover of items and records, including employment records from the Texas Workforce Commission, for the delivery of documents, things, and information, including matters concerning the employment of Defendant or witnesses, the existence, location, or value of Defendant's assets. Receiver may schedule and issue notices for stenographic or non-stenographic examinations of anyone who may know of relevant facts concerning a defendant's non-exempt assets.

- 11.4.1. Obtain Defendant's driver's license contact information and confidential personal identifier records from the Texas Department of Public Safety, and all similarly named entities. Those entities are ordered to release Defendant's contact information and confidential personal identifier records to Receiver, including Defendant's photograph.
- 11.4.2. Obtain credit reports, bank searches, and other reports to aid in locating non-exempt assets. Receiver may order any Consumer Reporting Agency, as defined by the Fair Credit Reporting Act ("FCRA") 16 USC §1681b(f) to provide consumer reports on defendants and witnesses as allowed under FCRA 16 USC §1681b(a)(1).
- 11.4.3. Obtain Defendant's IOLTA records from the Texas Equal Opportunity for Justice Foundation if Defendant is a Texas licensed attorney, and all similarly named entities. Those entities are ordered to release Defendant's records to Receiver.
- 11.4.4. Provide Certified copies of documents in the possession of Receiver as requested by third parties -- to the extent allowed by law. A plain copy, facsimile, or electronic transmission of this Order shall have the same force and effect as an original signed with ink.
- 11.4.5. Collect all unclaimed funds belonging to Defendant, including from the Texas Comptroller's Office.
- 11.4.6. Order providers of utilities, social media companies, telecommunications, telephone, cell phone, cable, internet, data services, internet website hosts, email hosts, iCANN providers, satellite television services, and all similar services (including Facebook, LinkedIn, ComCast, AT&T, Verizon, Sprint, T-Mobile, Dish Network, and Direct TV), and financial institutions to turnover information that Receiver believes may prove or lead to the discovery of the existence or location of Defendant's whereabouts or non-exempt assets, including account information, telephone numbers, names, service addresses, telephone numbers, payment records, and bank and credit card information. Witnesses may not charge for the production of documents unless authorized by law.
 - 11.4.6.1. Such orders must be directed to the entity from which the information is sought and describe, as specifically as possible, the precise information requested with the dates for which the information is required, which shall

not be more than one year before the issuance of the receiver's request, unless specifically stated in the request or attached letters.

11.4.6.2. This Order defines Receiver as a state official, acting in an official capacity, as defined in section 182.054(1) of the Texas Utility Code.

11.4.6.3. This Order serves as the court order required by 47 USC § 551, and Tex. Fin. Code §59.001, and satisfies all obligations of the responding party to obtain or receive a court order prior to disclosing material containing personally identifiable information of the subscriber or customer.

11.4.6.4. Disclosing information under this order is not a violation of PUC Substantive Rule 25.272. This order satisfies the law, regulation, or legal process exception to the Proprietary Customer Information Safeguards found in PUC Substantive Rule 25.272 (g)(1).

11.5. Engage in Pre-Sale Activities. Receiver may engage in presale activities to secure the best sales price for non-exempt property collected by Receiver, including appraisals, evaluations, and listing agreements.

11.5.1. Receiver must apply for a finding of the exempt character of real or personal property prior to consummating any sales transactions, with notice and opportunity for hearing for Defendant and any person claiming a superior interest in the property. ***Real property sales must be Court approved.***

11.5.2. However, Receiver may sell, lease, license or redeem the following types of property to transform the property into cash without further action from this Court

11.5.2.1. all air miles and rewards programs belonging to Defendant;

11.5.2.2. Intellectual property, including any patent;

11.5.2.3. Stocks, bonds, and all negotiable instruments.

11.6. Receive Defendant's US Mail. If Defendant is a business entity, to the extent allowed by law and in compliance with US postal regulations and federal and state laws governing electronic communications, Receiver is authorized to redirect, read, and copy defendant's mail, whether electronic, paper, or facsimile, or otherwise, and whether sent to a street address, phone line, post office box, or via the internet, prior to and exclusive of receipt. However, Receiver must establish procedures for allowing Defendant to timely retrieve the mail or copies.

11.7. Use Reasonable Methods for Service of Documents. If standard methods of service are unsuccessful, after documentation, Receiver may serve Defendant by placing the documents to be served in Defendant's mailbox, taping them to Defendant's door, or delivering them to the receptionist at Defendant's residence or place of business. Receiver may serve a non-natural entity by taping the documents to be served on the registered agent's door, or delivering them to the receptionist at the registered agent's registered office.

12. **RECEIVER'S ADDITIONAL SPECIFIC POWERS WITH FURTHER COURT APPROVAL.** The Receiver may apply to the Court for the following additional powers after notice and opportunity for hearing for Defendant and any person claiming a superior interest in the affected property:
- 12.1. Receive Defendant's US Mail. If Defendant is NOT a business entity, with leave of Court, to the extent allowed by law and in compliance with US postal regulations and federal and state laws governing electronic communications, Receiver is authorized to redirect, read, and copy defendant's mail, whether electronic, paper, or facsimile, or otherwise, and whether sent to a street address, phone line, post office box, or via the internet, prior to and exclusive of receipt. However, Receiver must establish procedures for allowing Defendant to timely retrieve the mail or copies.
- 12.2. Lawsuits and Claims. With leave of Court, Receiver may commence, maintain, settle and control any cause of action owed or owned by Defendant, including all post-judgment and pre-judgment remedies and collection techniques that Defendant would have otherwise had the right to commence, maintain, settle, or control, including to hire counsel to pursue any such causes of action.
- 12.2.1. Fraudulent Transfer. With leave of Court, Receiver may sue to recover assets that were previously owned or possessed by Defendant and transferred as defined in the Uniform Fraudulent Transfer Act.
- 12.3. Receiver must apply to the Court for a finding of the exempt character of real or personal property prior to consummating any sales transactions, with notice and opportunity for hearing for Defendant and any person claiming a superior interest in the property, other than property specifically listed previously as subject to sale without further Court approval.
13. **Specific Duties of Third Parties.** It is ORDERED that every person with actual notice of this Order shall NOT interfere with property in Receiver's control or subject to this Order, and shall NOT interfere with Receiver in the performance of Receiver's legal duties. All persons are notified that Receiver, to the exclusion of Defendant, is the party entitled to possess, sell, liquidate and otherwise deal with Defendant's non-exempt property and once any person receives notice of this Order, that person may be subject to liability if that person releases property, unless directed by Receiver or the Court, in writing or on the record.
- 13.1. All persons who hold a defendant's property or records are ORDERED to immediately notify Receiver and to deliver the property within ten working days of Receiver's demand and actual notice of this Order.
- 13.2. All persons who discover the existence of Defendant's property (or of facts or records that could lead to the discovery of property in which Defendant has any interest) are ORDERED to immediately notify Receiver within ten working days of such discovery and after Receiver's demand and actual notice of this Order.
- 13.3. **NOTICE:** any person resisting or objecting to Receiver's order or request, based on legal or other advice, is ORDERED to give the full name, address, fax number, e-mail address, cell

phone number, and direct telephone number for each person giving such advice and to instruct each person to immediately contact Receiver. Providing this contact information shall not be considered a waiver of any attorney-client communication or any other privilege.

14. **Authority of Peace Officers.** Any peace officer is authorized to accompany Receiver under a writ to locations designated by Receiver where Receiver believes that Defendant's assets may be located. All peace officers are ordered to keep the peace and to prevent criminal interference with Receiver's carrying out any duty under this Order, and are ordered to prevent criminal interference with property in Receiver's control or subject to Receiver's control under this Order.
15. **County Clerk Responsibilities.** The County Clerk is ORDERED to do the following to the extent allowed by law.
 - 15.1. Writs of turnover issued under this order, shall not be limited in time or have an expiration date. Those serving the writs must return them to Receiver, not the clerk, unless otherwise instructed. More than one writ of turnover may be issued and outstanding. The clerk is ordered to issue writs on an expedited basis, upon request of Receiver.
16. **Receiver Fees and Final Accounting.** Receiver is entitled to recover his reasonable expenses and a fee equal to 25% of all proceeds of assets that come into his actual, constructive, or legal possession, and all recoveries and credits against the judgment, not to exceed 25% of the balance due on the judgment, including post-judgment attorney's fees, Receiver's fees, costs, and expenses – without further approval of the Court.
 - 16.1. Receiver may pay to Receiver the 25% contingent fee, which shall be taxed as costs against Defendant and added to the cost docket of this Court upon request.
 - 16.2. Receiver may pay to plaintiff's attorney as plaintiff's trustee, the remaining 75% of the proceeds, after deducting Receiver's costs and payment of liens or set offs as Receiver deems reasonable.
 - 16.3. A receiver's fee exceeding 25% of all proceeds coming into Receiver's possession may be paid if an order is granted, after notice to and opportunity for hearing for all parties.
 - 16.4. However, if the Defendant files for bankruptcy protection, the Receiver's fee shall be equal to 25 percent of the debt owed at the time the bankruptcy is filed.
 - 16.5. Release of Judgment. Plaintiff must file a release of judgment with all counties in which an abstract of judgment was filed within 10 business days of collection and satisfaction of the judgment and all costs and fees incurred in collecting the judgment.
 - 16.6. Final Accounting. The Receiver must file a final accounting and application to close the receivership within thirty days of the filing of any release of judgment.
 - 16.6.1. All authority of the Receiver terminates on the later date of (a) 30 days after the filing of the final accounting, and (b) the Court's order approving the final accounting and releasing the Receiver's bond.

16.7. Final Accounting. The Receiver shall file a final accounting and application to close the receivership within thirty days of the filing of any release of judgment.

17. Attorney's Fees.

Plaintiff is NOT awarded attorney's fees for obtaining this Order at this time.

Defendant is ORDERED to pay Plaintiff \$_____ in attorney's fees, to date, for obtaining this Order.

- In the case of an appeal or petition for writ of mandamus regarding this Order, Receiver and Plaintiff shall be each awarded additional reasonable and necessary attorney's fees for successfully defending those actions.

18. Time Period for objections to this Order. All objections to (i) this Order, (ii) the bond, including its sufficiency, (iii) all affidavits that support or relate to this Order, (iv) Receiver's qualifications, and (v) every other issue relating to this Order, are irrevocably waived if they are not filed within twenty days of the service of this Order on (or actual notice to) Defendant or Defendant's counsel.

18.1. All suits regarding receivership assets must be filed in this Court. The Court may retain or release the suit, and may award fees to Receiver and Plaintiff if the matter is filed in another court without this Court's approval.

19. Other Relief Granted.

NOTICE TO DEFENDANT: A turnover order has been entered against you. You have the right to hire an attorney to assist you in compliance with this Turnover Order. If you believe that Receiver's demands are inappropriate, you must either comply or seek protection from the Court. Persons seeking protection must set the matter for the earliest possible hearing date, after serving the objection and notice of the hearing on Receiver and making all reasonable attempts to resolve the issues without further Court intervention.

Signed December 14, 2015

Judge Clyde R. Leuchtag
Harris County Civil Court at Law #1

Exhibit A
Documents Ordered to be Delivered to Receiver, at His Office,
Within Ten Days of Receipt of the Order
Requiring Turnover and Appointing Receiver

Definitions and instructions.

- 1) Time Periods. All time periods are for the three years before this order was signed, unless otherwise stated.
- 2) Continuing duty to supplement. The turnover order is continuing and must be supplemented. Should a defendant or witness come into possession, custody, or control of anything that was ordered turned over or produced, that person must turn over the item within ten (10) days.
- 3) Definitions.
 - a) “Order” means the turnover order .
 - b) “Account Information” means the login, username or other account identifier with all passwords associated with accessing the accounts.
 - c) “Contact Information,” “telephone number,” and “address,” mean that person’s full name, nick names, d/b/a’s, and all addresses (including work and residence), all telephone numbers (including home, office, fax, pager, and cell numbers), and e-mail, Facebook, social networking, and web site addresses. If any of the information is lacking, provide the Contact Information for every person believed to provide the missing information.
 - d) “Defendant” includes every judgment defendant and every spouse or ex-spouse of the judgment defendant within three years of signing the order.
 - e) “Copies” means complete, legible copies. Illegible copies are to be provided, with a notation showing where legible copies can be found.
 - f) “Entity” includes all business organizations, whatever their form, including public or private corporations, limited liability companies, partnerships, joint ventures, unincorporated associations, and individual proprietorships.
 - g) “Manager” refers collectively to anyone who is an officer, director, manager, or supervisor of an Entity, or who makes business decisions for an Entity.
 - h) “Produce,” means to deliver. If an item is not listed in this exhibit, Defendant or witness must turn over the item in the time specified by the demand.
 - i) “Records” and “Documents” are mutually inclusive, and include the records, documents, and items formally ordered turned over, or requested by Receiver. Requests regarding property or Documents owned or possessed by a Defendant also apply to Defendant’s spouse, ex-spouse, brother sister, child, step-child, mother, father, sister, brother, partner, or co-owner of a small business, if the requests involve documents that a Defendant would be required to turnover had Defendant possessed or controlled the item.
 - j) “Shareholder” includes the owners, members, partners and others who have ownership rights any Entity.
 - k) “Turnover” includes to create a list or report, if no list or report exists. “Turnover” also means to convey the information that is available to you, not merely the information of your present knowledge, including providing information, Documents or Records known by you, or that is in your possession, or the possession of your family, employees, co-workers, co-owners or agents, including your attorney or any agent or investigator of your attorney.

- l) “Witness” means any person who is not a Defendant but who may have information, Records or Documents relating to Defendant.
- 4) Document labeling and identification.
- a) “All” is presumed to apply to every item. If a item is listed, this Order means all similar items.
 - b) Each turned over Document, file, or photograph must be given a consecutive identification number and produced in the condition and order of arrangement in which it existed when the application for this Order was filed, including all file labels, dividers, or associated identifying markers. An index must be provided, if the documents are large, or if Receiver requests.
 - c) Creating lists and compilations. If the Order or this exhibit requires a Defendant to compile or create a list or document, each Defendant is ordered to do so.
 - d) Lost Document, Records, or tangible things. If a Defendant, or a Defendant’s attorneys, agents or representatives, had possession or control of a Document, Record, or tangible thing ordered turned over which has been lost, destroyed, purged, or is not in their possession or control, identify the item and describe the circumstances surrounding the loss, destruction, purging, or separation from your possession or control, indicating the dates that the circumstances occurred.
 - e) No Document, file or photograph requested may be altered, changed, modified, disposed of or destroyed.
 - f) Indicate to which paragraph of the Order the Document, Record or tangible thing applies. When producing data or information in electronic or magnetic form, make a paper copy. If it is not reasonably possible to make a hard copy print-out of the data or information, copy the data or information and provide it in WordPerfect, Microsoft Word, Microsoft Excel, Rich Text Format, JPEG, Adobe, or other format acceptable to Receiver.

Items, data, and records ordered turned over.

- 1. A letter authorizing Receiver to obtain all records and assets to which Defendant is entitled;
- 2. Contact information for every Defendant and witness controlling or knowing of relevant documents information.
- 3. For every Entity in which a defendant is an owner, Shareholder, or Manager, or has authority over accounts in financial institutions:
 - a. The Entity’s Contact Information;
 - b. The Contact Information for every owner, Shareholder, or Manager of each Entity for the last three years;
- 4. The Contact Information for the accountants and bookkeepers for each Entity and every owner, Shareholder, or Manager for the last three years;
- 5. For each Defendant, Entity, and owner, Shareholder, or Manager of the Entity in the last three years, turn over all:
 - a. Copies of all personal and business federal income tax returns filed by or prepared for Defendant for the current year and for the last three years prior to the current year, with all schedules, attachments, W-2 forms, 1099 forms and all similar federal income summary forms for the same years;
 - b. Statements, canceled checks and deposit slips for all checking accounts, savings accounts, credit union accounts or other depository accounts, held either separately or jointly, for the current calendar year and for the last three years prior to the current calendar year for all accounts in which Defendant's name is on the printed checks, in which Defendant has an interest or on which Defendant has signatory authority;

- c. All checks, cash, securities (stocks and bonds), promissory notes, deeds, deeds of trust, documents of title, contracts, accounts receivable, escrow agreements, retainage agreements, records and all documents that identify all property in which Defendant has an interest and that which is collateral or security for any obligation or contingent obligation of Defendant, with all documents indicating any interest of Defendant in rental agreements, royalty agreements, licenses, bailment agreements, filings under the Uniform Commercial Code, security agreements, assignments, all filed or recorded liens, lis pendens, lawsuits, recorded mechanics and materialmen's lien affidavits, judgments, abstracts, partnership agreements, employment agreements, and all documents indicating each defendant's present and prospective heirship, beneficial interest in trusts, beneficial interest in insurance policies and insurance coverage and right to any insurance policy's cash surrender value or ownership in which Defendant or Defendant's spouse has any interest;
- d. A copy of Defendant's driver's license, social security card, and other items used to identify the witness, like an identification card issued by the Texas Department of Public Service or Department of Public Safety, corporate franchise certificate, or other licensing authority (ex: city health department);
- e. Copies of all financial statements prepared on Defendant's behalf, including statements presented to financial institutions or other parties to guarantee, secure or attempt to secure a loan or financial assistance;
- f. All booklets, annual statements and other documents evidencing the nature and extent of defendant's rights under any stock option plan, retirement plan, pension or profit sharing plan, employee stock ownership plan, company savings plan, thrift fund matching plan and all other similar plans prepared or received during the last three years;
- g. The Contact Information of everyone knowing the status of assets and income in which Defendant has an interest, whether being community or separate property, Defendant's liabilities or the location and value of Defendant's assets, including banks, savings and loan associations, mortgagees, merchants, credit providers, brokers, credit unions, financial institutions, security dealers, people and organizations dealing with mineral interests who have received information from Defendant regarding Defendant's assets, income, liabilities;
- h. All records that would indicate the cost basis of Defendant's assets;
- i. The most recent statements, deposit confirmation slips, and documents evidencing the balance, term and interest rates for money and assets in which Defendant has any interest, whether separately or jointly, invested by or for Defendant in any cash management funds, certificates of deposit, money market funds, treasury bills, bonds, debentures or any other type investment and acquisition paying or promising to pay a return on Defendant's monies invested during the past three years;
- j. All certificates of stock and brokerage house statements evidencing ownership and the purchase, sale, assignment or transfer of stocks, bonds, debentures or other securities (whether in privately held or publicly traded companies or institutions) owned by Defendant or in which Defendant has an interest;
- k. Documents and records showing all business holdings, partnerships (general, limited or otherwise), sole proprietorships, trusts, corporations, joint ventures and any other business organizations in which Defendant is a Manager, Shareholder or to which Defendant has an interest;
- l. Assumed name certificates under which Defendant has done or is doing business;
- m. Insurance policies, active or terminated, including life, health, auto, disability, homeowners, or personality, of which Defendant is the owner, beneficiary, insured, heir to the proceeds,

- beneficiary of an existing or identified trust funded by insurance proceeds. This includes policies sought, but not obtained;
- n. All deeds, deeds of trust, land installment contracts, contracts for deeds, syndications, real estate investment trusts, partnership agreements, easements, rights of way, leases, rental agreements, documents involving mineral interests, mortgages, notes and closing statements relating to all real property in which Defendant has had an interest;
 - o. The leases for, and addresses for all storage facilities, or places where Defendant's assets are stored, including the contact information for the facility;
 - p. Certificates of title, current licenses, receipts, bills of sale and loan documents for all motor vehicles and farm equipment, including but not limited to automobiles, trucks, motorcycles, recreational vehicles, boats, trailers, airplanes and other motorized vehicles and equipment owned by Defendant or in which Defendant has and had any interest;
 - q. For every trust of which Defendant is a trustee, joint trustee, beneficiary, settlor or trustor which conveyed, transferred, assigned, created any options to purchase, or disposed of any interest in real property or personal property, turnover documents evidencing the manner of disposition and the consideration. Documents showing all evaluations of Defendant's interest, share of principal and income, and showing the principal and income allocated to Defendant;
 - r. All documents and records of safe deposit boxes maintained by Defendant (including spouse) or to which Defendant (including spouse) has had access, or has a claim, right or interest in, including all lists of all contents in the last three years. Identify the location of all the safe deposit boxes, the contents, and deliver the keys to Receiver;
 - s. Documents constituting or describing Defendant's accounts receivable, for the past three years, including documents identifying the accounts receivable of the ongoing businesses which Defendant owns or has had an interest, and copies of all collected, offset, credited, uncollected, discounted, assigned, pledged and exchanged accounts receivable;
 - t. Appraisals for assets owned in the past three years;
 - u. All documents, notes, bills, statements and invoices evidencing all current indebtedness payable by Defendant or paid off by Defendant, and all assignments of promissory notes made by Defendant;
 - v. A current inventory and all past inventories, accounts receivable of all ongoing businesses which Defendant owns and had an interest and copies of all collected, offset, credited, uncollected discounted, assigned, pledged and exchanged accounts receivable of all businesses owned by Defendant and in which Defendant has and had an interest;
 - w. Lease agreements for personal and real property, whether as lessee, lessor, sublessee, sublessor, assignee or assignor, including mineral interest leases;
 - x. All lease agreements for personal or real property executed by Defendant, whether as lessee, lessor, sublessee, sublessor, assignee or assignor, including any mineral interest leases;
 - y. Records of all travelers checks, cashier's checks, money orders, draft and draws purchased or cashed;
 - z. All deeds, deeds of trust, land installment contracts, contracts for deeds, syndications, real estate investment trusts, partnership agreements, easements, rights of way, leases, rental agreements, documents involving mineral interests, mortgages, notes and closing statements relating to all real property in which Defendant has or in which Defendant (including spouse) had an interest during the last three years;
 - aa. All certificates of title, firearms, deer stands, atv's, boats, trailers, and motors, documentation regarding hunting or fishing leases or rights or the rights to time share units or using property, tickets to events, like ballet or sporting events, proof of spa or club memberships, current licenses, receipts, bills of sale and loan documents for all motor vehicles and farm equipment,

- including automobiles, trucks, motorcycles, recreational vehicles, boats, trailers, airplanes and other motorized vehicles and equipment owned by Defendant (including spouse) or in which Defendant (including spouse) has and had any interest;
- bb. All contracts in which Defendant is a party or has or had a beneficial interest, including earnest money contracts, construction contracts and sales agreements in which Defendant is due a commission or other remuneration for the last three years. If Defendant is under the terms of any written employment contract or agreement or is due any remuneration under any past contract or agreement, furnish a copy of the contract or agreement;
 - cc. All documents identifying or explaining every gift, bailment, loan, gratuitous holding, assignment, sale, hypothecation, discounted transfer, transfer into lock box payment, or transfer of Defendant's property;
 - dd. All employment records or pay records to indicate every business for which Defendant was employed, provided services, was an independent contractor, general contractor, superintendent, agent or subcontractor during the last three years;
 - ee. A listing of all air miles and rewards programs, with the last year's statements.
6. Regarding entities in which a defendant has an interest, turnover:
- a. Articles of Incorporation.
 - b. Bylaws and all amendments.
 - c. Shareholders Agreement and amendments.
 - d. A specimen of the corporation's Share Holder Certificate including stock transfer restrictions noted on the face of the certificate or referred to thereon.
 - e. All records of the original issuance of shares issued by the corporation and a record of each transfer of those shares presented to the corporation for registration of transfer.
 - f. The names and current addresses of all past and current shareholders of the corporation and the number and class or series of shares issued by the corporation held by each .
 - g. A copy of the current share transfer ledger of the corporation showing the certificate number, date of issuance, shareholder name and number of shares represented to be held by the shareholders.
 - h. Any financial statements of the corporation prepared for or issued by the corporation in the previous two years.
 - i. The books and records of accounts of the corporation for the last fiscal year.
 - j. The corporation's annual statements for its last fiscal year showing in reasonable detail its assets and liabilities and the results of its operations and the most recent interim statements which have been filed in a public record or otherwise published.
 - k. The minutes of the proceedings of the owners or members or governing authority of the corporation and committees of the owners or members or governing authority of the corporation.
 - l. The corporation's federal, state, and local information or income tax returns and franchise tax returns for each of the corporation's six most recent tax years.
7. Provide all of the following documents for any limited liability company ("Company") in which Defendant has an interest:

- a. The Articles of Organization.
 - b. The Operating Agreement or Company Agreement and all amendments and modifications.
 - c. The Regulations and all amendments and restatements.
 - d. The Company's books and records of accounts for the last three years.
 - e. The Company's minutes of the proceedings of the owners or members or governing authority of the Company and committees of the owners or members or governing authority of the Company.
 - f. The current list of each member's name, mailing address, percentage or other interest in the Company owned by each member, and if one or more classes or groups are established in or under the articles of organization or regulations, the names of the members who are members of each specified class or group.
 - g. Copies of the federal, state and local information or income tax returns and franchise tax returns for each of the Company's six most recent tax years.
 - h. Copies of any document that creates, in the manner provided by the articles of organization or regulations, classes or groups of members.
 - i. Unless contained in the Articles of Organization or regulation, a written statement of:
 - (1) the amount of a cash contribution and a description and statement of the agreed value of any other contribution made or agreed to be made by each member;
 - (2) the dates any additional contributions are to be made by a member;
 - (3) any event the occurrence of which requires a member to make additional contributions;
 - (4) any event the occurrence of which requires the winding up of the Company; and
 - (5) the date each member became a member of the Company.
 - j. A specimen of the Company's Member Unit or Share Certificate including any transfer restrictions noted on the face of the certificate or referred to thereon.
 - k. The current unit or share transfer ledger of the Company showing the certificate number, date of issuance, unit holder or shareholder name and number of shares represented to be held by any owner of the Company.
 - l. The income and expense statement for the Company for the past three years if they are not contemplated under No. 4 above.
 - m. Any financial statements of the Company prepared for or issued by the Company in the previous two years.
8. Provide all for any limited partnership in which Defendant has an interest:
- a. A current list that states:
 - (1) the name and mailing address of each partner, separately identifying in alphabetical order the general partners and the limited partners;
 - (2) the last known street address of the business or residence of each general partner;
 - (3) the percentage or other interest in the partnership owned by each partner; and

- (4) if one or more classes or groups are established under the partnership agreement, the names of the partners who are members of each specified class or group.
- b. A copy of:
 - (1) the limited partnership's federal, state, and local information or income tax returns and franchise tax returns for each of the partnership's six most recent tax years;
 - (2) the partnership agreement and certificate of formation; and
 - (3) all amendments or restatements.
- c. Copies of any document that creates, in the manner provided by the partnership agreement, classes or groups of partners.
- d. An executed copy of any powers of attorney under which the partnership agreement, certificate of formation, and all amendments or restatements to the agreement and certificate have been executed.
- e. Unless contained in the written partnership agreement, a written statement of:
 - (1) the cash contribution and a description and statement of the agreed value of any other contribution made by each partner;
 - (2) the cash contribution and a description and statement of the agreed value of any other contribution that the partner has agreed to make as an additional contribution;
 - (3) the date on which additional contributions are to be made or the date of events requiring additional contributions to be made;
 - (4) events requiring the limited partnership to be dissolved and its affairs wound up; and
 - (5) the date on which each partner in the limited partnership became a partner.
- f. The records of the accounts of the limited partnership.
- g. The income and expense statement for the limited partnership for the past three years if they are not contemplated under No. 6 above.
- h. Any financial statements of the limited partnership prepared for or issued by the limited partnership in the previous two years.

End of Document