

IN THE CIRCUIT COURT OF THE  
SECOND JUDICIAL CIRCUIT, IN  
AND FOR LEON COUNTY, FLORIDA

STATE OF FLORIDA, ex. rel., the  
FLORIDA DEPARTMENT OF FINANCIAL  
SERVICES,

Relator,

vs.

CASE NO.: 2011-CA-1091

DEPAWIX HEALTH RESOURCES, INC.;  
GREEN CROSS MANAGED HEALTH  
SYSTEMS; PECK & PECK, INC.; NEW  
AMERICAN HEALTH PLANNING, INC.;  
and DISTRIBUTION BY DATAGEN,

Respondents.

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**ORDER APPOINTING THE FLORIDA DEPARTMENT OF FINANCIAL  
SERVICES AS RECEIVER FOR PURPOSES OF LIQUIDATION,  
INJUNCTION AND NOTICE OF AUTOMATIC STAY**

**THIS CAUSE** was considered on the Department of Financial Services' ("Department") Motion for an Order to Show Cause as to why the Florida Department of Financial Services Should not be Appointed Receiver for Purposes of Liquidation of DEPAWIX HEALTH RESOURCES, INC.; GREEN CROSS MANAGED HEALTH SYSTEMS; PECK & PECK, INC.; NEW AMERICAN HEALTH PLANNING, INC.; and DISTRIBUTION BY DATAGEN ("Respondents"). The Court, having reviewed the relevant pleadings of record, and otherwise being fully informed in the premises finds that:

1. This Court has jurisdiction pursuant to Section 631.021(1), Florida Statutes, and venue is proper pursuant to Section 631.021(2), Florida Statutes.

2. Peck & Peck, Inc. ("Peck & Peck") and Depawix Health Resources, Inc. ("Depawix") are Georgia corporations headquartered in the Atlanta metro area, while Green Cross Managed Health Systems ("Green Cross") is not a registered corporation in either Georgia or Florida, and had offices in Jacksonville, Florida at the time the Order to Show Cause was issued. Green Cross calls itself a managed health system that purportedly provides health insurance to Florida consumers by placing them in part-time jobs with Depawix as a tester of the Green Cross process of medical care. Peck & Peck, Green Cross and Depawix have engaged in the insurance business in Florida.

3. Although Peck & Peck and Depawix are Georgia corporations, they are not licensed insurers in Georgia and are not regulated by the Georgia Department of Insurance. Respondents' business transactions for writing insurance took place in the State of Florida. Therefore, the Respondents must be deemed as de facto domiciled in Florida to protect the contract holders and marshal assets to satisfy the claims.

4. Despite the absence of any Certificate of Authority or any other authorization to transact insurance business in Florida, Peck & Peck, Green Cross and Depawix worked together to engage in the unlicensed, unauthorized transaction of insurance with consumers located in Florida, in violation of the Florida Insurance Code, including Sections 624.401 and 626.901, Florida Statutes.

5. New American Health Planning, Inc. ("New American") is a Florida Corporation headquartered in the Orlando Metro area which markets documents and templates to financial professional and attorneys representing clients who desire to establish self-funded benefit plans.

6. Distribution by Datagen ("Datagen") is a Georgia corporation that is not a licensed insurer in Georgia and is not regulated by the Georgia Department of

Insurance. Datagen's business transactions for writing insurance took place in the State of Florida when it became the successor to Depawix. Therefore, the Respondent must be deemed as de facto domiciled in Florida to protect the contract holders and marshal assets to satisfy their claims.

7. These illegal transactions and the ongoing sales and marketing activities of Respondents place Florida Consumers at great risk of loss. Such activity by Peck & Peck, Green Cross, and Depawix present potential financial harm to Florida consumers, the extent of which cannot be discovered immediately. When claims are not paid or an unauthorized entity becomes insolvent there is no state guaranty fund to step in and pay valid claims on behalf of policy holders. The purchase of health insurance through an unauthorized entity presents an immediate danger to the health, safety and welfare of Florida consumers.

8. On August 26, 2009, the Office of Insurance Regulation (OIR) issued its initial Immediate Final Order finding that Peck & Peck, Depawix and Green Cross were engaged in the unlicensed, unauthorized transaction of insurance in Florida and ordering those entities, including successor companies and agents, to cease and desist from transacting the unauthorized business of insurance in Florida.

9. On April 25, 2011, the Florida Department of Financial Services filed a Petition for an Order to Show Cause as to Why the Florida Department of Financial Services Should not be Appointed Receiver for Purposes of Liquidation. In the petition, the Department alleges that the Respondents have transacted insurance in Florida without the required certificate of authority issued by the Florida Office of Insurance Regulation.

10. On April 28, 2011, the Court entered its Order to Show Cause, Temporary Injunction and Notice of Automatic Stay (the "Order to Show Cause"). The Court found

that the Department made a prima facie case showing that Respondents meet one or more of the statutory grounds for the appointment of the Department of Financial Services as Receiver, including that the Respondents have willfully violated laws of this state (section 624.401(1) and (4), Florida Statutes) by acting as an insurer in Florida without a certificate of authority. .

11. On May 24, 2011, the OIR issued a second Immediate Final Order finding that Distribution by Datagen, New American Health Planning and other entities were engaged in the unlicensed, unauthorized transaction of insurance in Florida and ordering those entities, including successor companies and agents, to cease and desist transacting the unauthorized business of insurance in Florida.

12. Some of the entities subject to the second Immediate Final Order are successor entities of the companies named in the initial Immediate Final Order. Instead of ceasing operation, some of the companies named in the initial Immediate Final Order merely changed their names.

13. The Respondents are insolvent in that they are unable to pay their debts as they become due in the usual course of business. If all Respondents' statutorily admitted assets were made immediately available, the Respondents' liabilities exceed its statutorily admitted assets. Accordingly, Respondents are insolvent within the meaning of Sections 631.011(12), (14), and 631.051(1), Florida Statutes.

14. Respondents must be liquidated to protect the remaining assets of Respondents for the benefit of their policyholders, creditors and the public.

15. Section 626.901(5), Florida Statutes, a section of the Florida Insurance Code pertaining to unauthorized insurers, states "[t]he Legislature finds that a violation of this section constitutes an imminent and immediate threat to the health, safety, and

welfare of the residents of this state".

16. Section 631.021 (3), Florida Statutes, provides that a delinquency proceeding pursuant to Chapter 631, Florida Statutes, constitutes the sole and exclusive method of liquidating, rehabilitating, reorganizing, or conserving a domestic insurer.

17. Section 631.061, Florida Statutes, authorizes the Department to apply to this Court for an Order directing it to liquidate a domestic insurer upon the existence of any grounds specified in Section 631.051, Florida Statutes.

18. Pursuant to Section 631.051(11), and Section 631.061, Florida Statutes, and due to Respondents' insolvency, the Court finds that it is in the best interests of Respondents, their creditors, and the public that the relief requested in the motion be granted.

**THEREFORE, IT IS ORDERED AND ADJUDGED** as follows:

19. The Florida Department of Financial Services is hereby appointed Receiver of Respondents for purposes of Liquidation, effective immediately.

20. The Receiver shall be authorized and directed to:

A. Take immediate possession of all the property, assets, and estate, and all other property of every kind whatsoever and wherever located belonging to Respondents pursuant to Sections 631.111 and 631.141, Florida Statutes, including but not limited to: offices maintained by Respondents, rights of action, books, papers, electronic records, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, wherever situate and however titled, whether or not in the possession of Respondents or their officers, directors, shareholders, trustees,

employees, consultants, attorneys, agents or affiliates, and all real property of Respondents, wherever situate, whether in the possession of Respondents or their officers, directors, shareholders, trustees, employees, consultants, attorneys, agents or affiliates, or other persons.

B. Liquidate the assets of Respondents, including but not limited to, funds held by Respondents' agents, subagents, producing agents, brokers, solicitors, service representatives or others under agency contracts or otherwise which are due and unpaid to Respondents, including premiums, unearned commissions, agents' balances, agents' reserve funds, and subrogation recoveries.

C. Employ and authorize the compensation of legal counsel, actuaries, accountants, clerks, consultants, and such assistants as it deems necessary, purchase or lease personal or real property as it deems necessary, and authorize the payment of the expenses of these proceedings and the necessary incidents thereof, as approved by the Court, to be paid out of the funds or assets of the Respondents in the possession of the Receiver or coming into its possession.

D. Reimburse such employees, from the funds of this receivership, for their actual necessary and reasonable expenses incurred while traveling on the business of this receivership.

E. Not defend or accept service of process on legal actions wherein Respondents, the Receiver, or the insured is a party defendant, commenced either prior to or subsequent to the order, without authorization of this Court; except, however, in actions where Respondents is a nominal party, as in certain foreclosure actions, and the action does not affect a claim against or adversely affect the assets of Respondents, the Receiver may file appropriate pleadings in its discretion.

F. Commence and maintain all legal actions necessary, wherever necessary, for the proper administration of this receivership proceeding.

G. Collect all debts which are economically feasible to collect which are due and owing to Respondents.

H. Deposit funds and maintain bank accounts in accordance with Section 631.221, Florida Statutes.

I. Take possession of all of Respondents' securities and certificates of deposit on deposit with the Chief Financial Officer of Florida or any similar official of any other state, if any, and convert to cash as much as may be necessary, in its judgment, to pay the expenses of administration of this receivership.

J. Publish notice specifying the time and place fixed for the filing of claims with the Receiver once each week for three consecutive weeks in the Florida Administrative Weekly published by the Secretary of State, and at least once in the Florida Bar News and to publish notice by similar methods in all states where Respondents may have issued insurance policies.

K. Negotiate and settle subrogation claims and Final Judgments without further order of this Court.

L. Sell any salvage recovered property without further order of this Court.

M. Give notice of this proceeding to Respondents' agents pursuant to Section 631.341, Florida Statutes, and to its insureds, if any.

N. For purposes of this Order, the term "affiliate" shall be defined in accordance with Section 631.011(1), Florida Statutes and includes but is not limited to Depawix Health Resources, Inc., Green Cross Managed Health Systems, Peck & Peck,

Inc., New American Health Planning, Inc., and Distribution by Datagen.

O. The Receiver is granted all of the powers of the Respondents' directors, officers, and managers, whose authority is hereby suspended, except as such powers are re-delegated in writing by the Receiver. The Receiver has full power to direct and manage the affairs of Respondents, to hire and discharge employees, and to deal with the property and business of the Respondents.

P. Apply to this Court for further instructions in the discharge of its duties as the Receiver deems necessary.

**IT IS FURTHER ORDERED AND DIRECTED:**

21. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondents and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of Respondents' affairs or the affairs of its affiliates shall be required to fully cooperate with the Receiver, pursuant to Section 631.391, Florida Statutes, notwithstanding the provisions of the above paragraph. Any person who fails to cooperate with the Receiver, interferes with the Receiver, or fails to follow the instructions of the Receiver, may, at the Receiver's discretion, be excluded from Respondents' business premises.

22. Title to all property, real or personal, all contracts, rights of action and all books and records of Respondents, wherever located, is vested in the Receiver pursuant to Sections 631.111 and 631.141, Florida Statutes.

23. All officers, directors, trustees, administrators, agents and employees and all other persons representing Respondents or currently employed or utilized by

Respondents in connection with the Conduct of its business are discharged forthwith; provided, however, the Receiver may retain such persons in the Receiver's discretion.

24. All attorneys employed by Respondents as of the date of this Order, within 10 days of receiving notice of this Order, are required to report to the Receiver on the name, company claim number and status of each file they are handling on behalf of the Respondents. Said report shall also include an accounting of any funds received from or on behalf of the Respondents. All attorneys employed by Respondents shall be discharged as of the date of this Order unless their services are retained by the Receiver. All attorneys employed by Respondents shall be advised that pursuant to Section 631.011(21), Florida Statutes, a claim based on mere possession does not create a secured claim and all attorneys employed by Respondents, pursuant to In Re the Receivership of Syndicate Two, Inc., 538 So.2d 945 (Fla. 1<sup>st</sup> DCA 1989), who are in possession of litigation files or other material, documents, or records belonging to or relating to work performed by the attorney on behalf of Respondents, shall be required to deliver such litigation files, material, documents or records intact and without purging to the Receiver, on request, notwithstanding any claim of a retaining lien which, if otherwise valid, shall not be extinguished by the delivery of these documents.

25. All agents, brokers or other persons having sold policies of insurance and/or collected premiums on behalf of the Respondents shall be required to account for and pay all premiums and commissions unearned due to cancellation of policies by this Order or in the normal course of business owed to the Respondents, directly to Receiver within 30 days of demand by the Receiver or appear before this Court to show cause, if any they may have, as to why they shall not be required to account to the Receiver or be held in contempt of Court for violation of the provisions of this Order. No

agent, broker, premium finance company or other person shall use premium monies owed to the Respondents for refund of unearned premium or for any purpose other than payment to the Receiver.

26. Any premium finance company which has entered into a contract to finance a premium for a policy which has been issued by the Respondents shall be required to pay any premium owed to the Respondents directly to the Receiver.

27. Reinsurance premiums due to or payable by Respondents shall be remitted to, or disbursed by, the Receiver. Reinsurance losses recoverable or payable by Respondents shall be handled by the Receiver. All correspondence concerning reinsurance shall be between the Receiver and the reinsuring company or intermediary.

28. Upon request by the Receiver, any company providing telephonic services to Respondents shall be required to provide a reference of calls from the number presently assigned to Respondents to any such number designated by the Receiver or perform any other services or changes necessary to the conduct of the receivership.

29. Any bank, savings and loan association, or other financial institution which has on deposit, or in its possession, custody or control of any funds, accounts and any other assets of Respondents, shall be required to immediately transfer title, custody and control of all such funds, accounts and other assets to the Receiver. The Receiver shall be authorized to change the name of such accounts and other assets, withdraw them from such bank, savings and loan association or other financial institution, or take any lesser action necessary for the proper conduct of this receivership. No bank, savings and loan association, or other financial institution shall be permitted to exercise any form of set-off, alleged set-off, lien, any form of self-help whatsoever, or refuse to

transfer any funds or assets to the Receiver's control without the permission of this Court.

30. Any entity furnishing telephone, water, electric, sewage, garbage or trash removal services to Respondents shall be required to maintain such service and transfer any such accounts to the Receiver as of the date of this Order, unless instructed to the contrary by the Receiver.

31. Any data processing service, which has custody or control of any data processing information and records including but not limited to source documents, data processing cards, input tapes, all types of storage information, master tapes or any other recorded information relating to Respondents, is directed to transfer custody and control of such records to the Receiver. The Receiver shall be authorized to compensate any such entity for the actual use of hardware and software which the Receiver finds to be necessary to this proceeding. Compensation should be based upon the monthly rate provided for in contracts or leases with Respondents which was in effect when this proceeding was instituted, or based upon such contract as may be negotiated by the Receiver, for the actual time such equipment and software is used by the Receiver.

32. The United States Postal Service shall be directed to provide any information requested by the Receiver regarding Respondents and to handle future deliveries of Respondents' mail as directed by the Receiver.

33. All claims shall be filed with the Receiver on or before 11:59:59 p.m. EST, one year following the date of the entry of this Order, or be forever barred, and all such claims shall be filed on proof of claim forms prepared by the Receiver.

34. In order to assure the validity of claim assignments, to assure that the processing of assignments does not create an undue burden on estate resources, and to assure that assignment decisions are made using the best information available, the Receiver shall not recognize or accept any assignment of claim by the claimant of record unless the following criteria are met:

- A. A distribution petition has not been filed with this Court;
- B. The Receiver has been provided with a properly executed and notarized assignment of claim agreement entered into between the parties; and
- C. The Receiver has been provided with a properly executed and notarized Receiver's Assignment of Claim Change Form and required supporting documentation.
- D. The Receiver's Assignment of Claim Change Form shall contain an acknowledgement by the claimant, or someone authorized to act on behalf of the claimant, that:
  - 1. The claimant is aware that financial information regarding claims distributions and payments published on the Receiver's website or otherwise available can assist the claimant in making an independent and informed decision regarding the sale of the claim;
  - 2. The claimant understands that the purchase price being offered in exchange for the assignment may differ from the amount ultimately distributed in the receivership proceeding with respect to the claim;
  - 3. It is the claimant's intent to sell their claim and have the Receiver's records be permanently changed to reflect the new owner; and

4. The claimant understands that that they will no longer have any title, interest, or rights to the claim including future mailings and distributions if they occur.

35. All executory contracts to which the Respondents were a party shall be cancelled and stand cancelled as of the liquidation, unless specifically adopted by the Receiver within ninety (90) days of the liquidation date or from the date of the Receiver's actual knowledge of the existence of such contract, whichever is later. "Actual Knowledge" means the Receiver has in its possession a written contract to which the Respondents is a party, and the Receiver has notified the vendor in writing acknowledging the existence of the contract.

Further, the Receiver shall have the authority to do the following:

1) Pay for services provided by any of Respondents' vendors, in the ninety (90) day period prior to assuming or rejecting the contract, which are necessary to administer the Receivership estate;

2) Once the Receiver determines Respondents' vendor is necessary in the continued administration of the Receivership estate for a period to exceed the ninety (90) days from the liquidation date, or from the date of Receiver's actual knowledge of such contract, whichever is later, the Receiver may make minimal modifications to the terms of the contract, including, but not limited to, the expiration date of the agreement, the scope of the services to be provided, and/or the compensation to be paid to Respondents' vendor pursuant to the contract. "Minimal Modifications" shall mean any minimum alteration made to the contract in order to adapt to the new circumstances of the Receivership estate. In no event will any minimal

modification be construed as the Receiver entering into a new contract with Respondents' vendor.

**Any vendor, including but not limited to, any and all employees / contractors of Respondents, claiming the existence of a contractual relationship with Respondents, shall provide notice to the Receiver of such relationship.** This notice shall include any and all documents and information regarding the terms and conditions of the contract, including a copy of the written contract between the vendor and the insurer, if any, what services or goods were provided pursuant to the contract, any current, future and/or past due amounts owing under the contract, and any supporting documentation for third party services or goods provided. Failure to provide the required information may result in vendors' contractual rights not being recognized by the Receiver. The rights of the parties to any such contracts are fixed as of the liquidation date and any cancellation under this provision shall not be treated as an anticipatory breach of such contracts.

36. All affiliated companies and associations, including but not limited to Depawix Health Resources, Inc., Green Cross Managed Health Systems, Peck & Peck, Inc., New American Health Planning, Inc., and Distribution by Datagen, shall make their books and records available to the Receiver (including electronic records), to include all records located in any premises occupied by said affiliate, whether corporate records or not, and to provide copies of any records requested by the Receiver, whether or not such records are related to Respondents. The Receiver shall have title to all policy files and other records of, and relating to Respondents, whether such documents are kept in offices occupied by an affiliate company or any other person, corporation, or association. The Receiver shall be authorized to take possession of any such records,

files, and documents, and to remove them to any location in the Receiver's discretion. Any disputed records shall not be withheld from the Receiver's review, but shall be safeguarded and presented to this Court for review prior to copying by the Receiver. The Receiver has authority to dispose of obsolete records without further Court order.

37. The Receiver shall have complete access to and administrative control of all information technology resources of the Respondents and its affiliates at all times including, but not limited to, Respondents' computer hardware, software and peripherals. Each affiliate shall be given reasonable access to such records for the purpose of carrying out its business operations.

38. Any person, firm, corporation or other entity having notice of this Order that fails to abide by its terms is directed to appear before this Court to show good cause, if any they may have, as to why they shall not be held in contempt of Court for violation of the provisions of this Order.

39. It does not appear that any policies of insurance issued by Respondents remain in effect. To the extent that any policies may remain in effect, except as noted in the following paragraph, pursuant to the provisions of 631.252, Florida Statutes, all policies of insurance or similar contracts of coverage that have not expired are cancelled effective 12:01 a.m. EST on the date this Order is entered.. Policies or contracts of coverage with normal expiration dates prior to the dates otherwise applicable under this paragraph, or which are terminated by insureds or lawfully cancelled by the Receiver or insurer before such date, shall stand cancelled as of the earlier date.

40. Pursuant to Sections 631.041(3) and (4), Florida Statutes, all persons, firms, corporations and associations within the jurisdiction of this Court, including, but

not limited to, Respondents and their officers, directors, stockholders, members, subscribers, agents and employees, are enjoined and restrained from the further transaction of the insurance business, from doing, doing through omission, or permitting to be done any action which might waste or dispose of the books, records, including but not limited to electronic records, and assets of the Respondents; from in any way interfering with the Receiver or these proceedings; from the transfer of property and assets of Respondents without the consent of the Receiver; from the removal, concealment, or other disposition of Respondents' property, books, records, and accounts; from the commencement or prosecution of any actions against the Respondents or the Receiver together with their agents or employees, the service of process and subpoenas, or the obtaining of preferences, judgments, writs of attachment or garnishment or other liens; and, from the making of any levy or execution against Respondents or any of their property or assets. Notwithstanding the provisions of this paragraph, the Receiver should be permitted to accept and be subpoenaed for non-party production of claims files in its possession, including medical records, which may be contained therein. In such cases, the requesting party must submit an affidavit to the Receiver stating that notice of the non-party production was appropriately issued and provided to the patient and that the patient was given the opportunity to object and either did not object to the non-party production, or objected and the Court overruled the objection, in which case a copy of the Court's ruling must be attached to the affidavit. The Receiver shall be authorized to impose a charge for copies of such claim files pursuant to the provisions of Sections 119.07(1)(a), and 624.501, Florida Statutes.

41. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondents shall fully

cooperate with the Receiver in the effort to liquidate Respondents.

42. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondents having any interest in any facility in which Respondents may operate, shall make available, at that location and at no charge to the Receiver or to Respondents, office space, and related facilities (telephone service, copiers, computer equipment and software, office supplies, parking, etc.) to the extent deemed necessary by the Receiver in its sole discretion.

43. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondents having any interest in the computer equipment and software currently used by or for Respondents shall make such computer equipment and software available to the Receiver at no charge to the Receiver or Respondents to the extent deemed necessary by the Receiver in its sole discretion.

#### **CONTINUATION OF INVESTIGATION**

44. The Receiver shall be authorized to conduct an investigation as authorized by Section 631.391, Florida Statutes, of Respondents and their affiliates, as defined above, to uncover and make fully available to the Court the true state of Respondents' financial affairs. In furtherance of this investigation, Respondents and their affiliates shall be required to make all books, documents, accounts, records (including electronic records), and affairs, which either belong to or pertain to Respondents, available for full, free and unhindered inspection and examination by the Receiver during normal business hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, from the date of this Order. Respondents, their affiliates, officers, directors, employees, and agents shall be required to cooperate with the Receiver to the fullest extent

required by Section 631.391, Florida Statutes. Such cooperation shall include, but not be limited to, the taking of oral testimony under oath of Respondents' officers, directors, managers, trustees, agents, adjusters, employees, or independent contractors of Respondents, their affiliates and any other person who possesses any executive authority over, or who exercises any control over, any segment of the affairs of Respondents in both their official, representative and individual capacities, and the production of all documents that are calculated to disclose the true state of Respondents' affairs.

45. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondents, and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of the affairs of Respondents or their affiliates shall be required to fully cooperate with the Receiver as required by Section 631.391, Florida Statutes, and as set out in the preceding paragraph. Upon receipt of a certified copy of this Order, any bank or financial institution shall be required to immediately disclose to the Receiver the existence of any accounts of Respondents and any funds contained therein and any and all documents in its possession relating to Respondents for the Receiver's inspection and copying.

46. All Sheriffs and all law enforcement officials of this state shall cooperate with and assist the Receiver in the implementation of this Order.

47. In the event the Receiver determines that reorganization, consolidation, conversion, reinsurance, merger, or other transformation of the Respondents is

appropriate, the Receiver shall prepare a plan to effect such changes and submit the plan to this Court for consideration.

### **NOTICE OF AUTOMATIC STAY**

48. Notice is hereby given that, pursuant to Section 631.041(1), Florida Statutes, the filing of the Department's initial petition herein operates as an automatic stay applicable to all persons and entities, other than the Receiver, which shall be permanent and survive the entry of this order, and which prohibits:

A. The commencement or continuation of judicial, administrative or other action or proceeding against Respondents or against their assets or any part thereof;

B. The enforcement of any judgment against Respondents or an affiliate, provided that such affiliate is owned by or constitutes an asset of Respondents, obtained either before or after the commencement of the delinquency proceeding;

C. Any act to obtain possession of property of Respondents;

D. Any act to create, perfect or enforce a lien against property of Respondents, except a secured claim as defined in Section 631.011(21), Florida Statutes;

E. Any action to collect, assess or recover a claim against Respondents, except claims as provided for under Chapter 631;

F. The set-off or offset of any debt owing to Respondents, except offsets as provided in Section 631.281, Florida Statutes.

49. This Court retains jurisdiction of this cause for the purpose of granting such other and further relief as from time to time shall be deemed appropriate.

DONE and ORDERED in Chambers at the Leon County Courthouse in  
Tallahassee, Florida this 11th day of June, 2013.

Yamile Benitez-Torviso  
FL. Dept of Fin. Serv, Rehab & Lig.

Charles A. Francis  
CHARLES A. FRANCIS  
CIRCUIT JUDGE

Ann Marie Purr  
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