
EXHIBIT C

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,

TRUE COPY

Plaintiff,

vs.

Case No. 08-007686 08

LAURA L. HESS, ESQ.,
LAURA HESS & ASSOCIATES, P.A.,
HESS KENNEDY CHARTERED LLC, and
THE CONSUMER LAW CENTER, LLC.

Defendants.

EX - PARTE NJR
ORDER APPOINTING RECEIVER

This matter came on before the Court, on July 18, 2008, upon the Plaintiff's EMERGENCY MOTION FOR APPOINTMENT OF RECEIVER AND INJUNCTIVE RELIEF WITHOUT NOTICE, pursuant to section 501.207(3), Florida Statutes, and Fla.R.Civ.P., Rules 1.610 and 1.620. Good cause exists to protect the assets of the named Defendants from being sold, transferred, alienated or otherwise dissipated until the resolution of the instant proceeding and likewise good cause exists to refrain from giving notice to Defendants LAURA L. HESS, ESQ., LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE CONSUMER LAW CENTER, LLC because of the likelihood that they would dissipate the assets of the business if notified of this motion.

The Court has reviewed the motion and other pleadings, and, accordingly, the Court does hereby:

ORDER AND ADJUDGE the following:

1. DANIEL J. STERMER is appointed the Receiver of LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE CONSUMER LAW CENTER, LLC and all other entities operated, controlled or otherwise associated with the Defendants' activities, including but not limited to HESS KENNEDY COMPANY CHARTERED, CONSUMER RECOVERY TEAM, HESS KENNEDY HOLDINGS LTD., LEGAL DEBT CENTER, HESS KENNEDY COMPANY, LAURA HESS, INC., HESS KENNEDY, LEGAL DEBT CENTER, LLC, HESS KENNEDY FLORIDA, HESS KENNEDY CHARTERED, HESS | KENNEDY, LLC, HESS KENNEDY PAYMENT, HESS KENNEDY TRUST COMPANY, THE CONSUMER LAW CENTER, LC, HESS | KENNEDY FLORIDA, HESS KENNEDY TRUST ACCOUNT, GLOBAL PAYMENT PROCESSING, LLC and CAMPOS CHARTERED LAW FIRM, which entities shall be deemed to be included in the term "Defendants" and shall serve until further Order of this Court.

2. Oath: Within ten (10) business days of the date of this Order, the Receiver shall file with this Court an Oath of Receiver accepting the appointment and agreeing to faithfully discharge his duties, any subsequent directives by this Court, and applicable law.

3. Bond: Within twenty (20) days of entry of this Order, the Receiver shall file proof of the existence of his fidelity bond in the amount of \$50,000.00 to secure the faithful performance of his duties.

4. Duties of Receiver: The Receiver shall marshal, preserve, protect, maintain, manage and safeguard the Assets of Defendants in a reasonable, prudent, diligent, and efficient manner. Property in the custody of the Receiver or property to which the Receiver has the right to custody shall not be subject to execution or similar process. The Receiver shall be vested with the usual powers and duties of equity Receivers in like cases, and is hereby authorized and

instructed to take possession of and control over the Assets; and, without limitation of any kind as to his general duties, the Receiver shall have at least the following specific duties and responsibilities:

a. Business Offices. The Receiver shall take possession of all Assets, bank accounts, including but not limited to accounts at BANK ATLANTIC, BANK OF AMERICA, BANKUNITED and SIGNATURE BANK, offices, and the contents of such offices where the business of Defendants has been conducted.

b. Revenues. Commencing immediately, the Receiver shall collect all receipts, revenues, deposits, receivables, notes and other funds generated by, from or due to Defendants. All sums marshaled shall be deposited with a state or federally chartered financial institution. Defendants shall immediately turn over to the Receiver any monies belonging to or otherwise generated from consumers or Defendants' clients in their possession. Defendants shall refrain from any further collection of receipts or revenues generated by Defendants from consumers or Defendants' clients, except as the Receiver might direct. Any funds of Defendants received by any party shall be forthwith delivered to the Receiver without further Order of this Court. The Receiver shall have the exclusive right to pursue, collect and control all monies belonging to or otherwise generated by Defendants, and shall have the exclusive right to make payments and disbursements from Defendants' bank accounts, including rents, accounts payable, expenses, costs of merchandise or equipment, and payroll.

c. Insurance. The Receiver shall maintain appropriate insurance for Defendants, its premises and/or its merchandise, if appropriate in the Receiver's sole discretion.

d. Bank Accounts. As the Receiver may deem necessary, and effective immediately upon entry of this Order, the Receiver shall establish and maintain, at a bank or banks whose deposits

are federally insured, operating accounts for the Receivership into which the Receiver shall deposit all receipts or revenues from Defendants. Amounts on deposit in all accounts, including but not limited to in a financial institution, brokerage account, and/or as a retainer previously paid, and/or in bank accounts at BANK ATLANTIC, BANK OF AMERICA, BANKUNITED and SIGNATURE BANK, of Defendants shall be transferred to the Receiver without further Order of this Court. All safety deposit boxes shall be transferred to the Receiver without further Order of this Court. The Receiver is authorized to disburse regularly and punctually (to the extent available), all amounts hereafter due and payable as reasonable, necessary and proper operating expenses of the Receivership, subject to the terms of this Order.

e. Expenses. The Receiver shall pay from the estate's of Defendants' funds the expenses incurred by him in the conservation, protection and management of the Assets.

f. Maintenance of Assets. The Receiver shall enter into any and all service contracts reasonably necessary to keep, maintain and protect the Assets.

g. Checks. The Receiver shall endorse all checks and drafts now or hereafter made payable to Defendants concerning such accounts receivables, deposits, rents, income, profits, and revenues.

h. Mail. The Receiver shall open all mail in connection with the Assets or businesses of Defendants.

i. Recovery and Liquidation of Assets. The Receiver shall collect and reduce to money the Assets either by suit, in any court of competent jurisdiction, or by public or private sale. The Receiver is specifically authorized and empowered to file suit against any person(s) or entity(s) to recover property of Defendants including, but not limited to, fraudulent conveyances and other claims and causes of actions of Defendants.

j. Claims. The Receiver shall establish a procedure for creditors of Defendants to file claims. The Receiver shall examine the validity and priority of all claims against Defendants, which claims shall be finally determined by this Court.

k. Abandonment of Assets. The Receiver may abandon Assets to duly perfected secured or lien creditors where, after due investigation and notice to parties in interest, he determines that Defendants have no equity in such assets or such assets are burdensome to the estate or are of inconsequential value and harmful to Defendants.

l. Supplemental Proceedings. The Receiver is specifically authorized, empowered, and has standing to bring Supplemental Proceedings as follows:

- (i) Any action to recover money or other assets of Defendants;
- (ii) Any action to determine the validity, priority, or extent of a lien or other interest in property or to subordinate or avoid an unperfected security interest;
- (iii) Any action to pursue claims and/or causes of action on behalf of Defendants and/or any creditor of Defendants, including but not limited to negligence;
- (iv) Any action to avoid any conveyance or transfer void or voidable by applicable law; and
- (v) Any other action or actions as may be authorized or directed by further Order of this Court.

A supplemental proceeding is an action of the type designated in paragraphs (i), (ii), (iii) and (iv) above and shall be brought as follows:

- (1) The Florida Rules of Civil Procedure shall apply to supplemental proceedings, except where inconsistent with the provisions of this order.

(2) The Clerk of the Court shall docket a supplemental proceeding under this matter's case number, and a separate supplemental proceeding number, and shall assign such supplemental proceeding to this Court's division.

(3) All pleadings and other papers filed in a supplemental proceeding shall contain a separate sub-caption and the supplemental proceeding number in addition to the caption and the case number applicable to the main case.

By this authorization and empowerment, this Court specifically determines that the Receiver is not prohibited and shall not be barred from bringing any supplemental proceeding due to the doctrine in pari delicto.

m. Discovery. 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.

n. General Powers. The Receiver shall exercise all other powers and rights necessary to manage, protect and preserve the Assets and the businesses of Defendants.

5. Cooperation: Defendants, and their officers, agents, partners, servants, employees and transferees shall cooperate fully with Receiver and comply with Receiver's requests for information, records and documentation so that Receiver may perform his duties with full information and knowledge. Defendants, and their officers, agents, partners, servants, employees and transferees shall not interfere with or hinder the operations of Receiver, but shall maintain their legal rights with respect to this action, the Receiver and the Receivership.

6. Possession of Property: The Receiver shall immediately take possession and control of all of the assets in the possession or under the control of Defendants whether such property is held by Defendants directly, beneficially or otherwise. The term "assets" shall include files,

records, documents, monies, leases, mortgages, securities, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, choses in action, goods, chattels, rights, credits, claims both asserted and unasserted, pending court actions and appeals, files and documents in the possession of attorneys and accountants for Defendants, and all other property, whether real, personal or mixed or previously belonging to Defendants, or which, in the case of records, documents and other papers, pertain to property belonging now or previously to Defendants, or obligations of Defendants (hereafter defined as "Assets"). The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Order. The Receiver shall file an inventory of the property Assets within 60 days of the date of this Order. The parties, their attorneys and accountants, and all other persons, entities or corporations now or hereafter in possession of any of the foregoing Assets, records or documents, or any part thereof, or any other of the items intended by the Court to be entrusted to the Receiver, shall forthwith and without further Order of the Court surrender said items to the Receiver. The Receiver shall maintain custody of the records, computers, computer files and documents, which shall be available for inspection as this Court may direct. The Receiver is hereby authorized to employ agents, servants and employees, and to enter into contracts and take all actions as necessary for the purpose of taking possession of the Assets and carrying out the terms of the Receivership and the orders of this Court.

7. Turnover: All persons, corporations, or other entities now or hereafter in possession of the Assets, or any part thereof, including, but not limited to, intangibles, bank accounts, operating statements, service agreements, management agreements, contracts, licenses, leases, and permits, revenues, and profits collected or derived from the Assets and all assets, papers, files, records, documents, monies, securities, choses in action, books of account, bank accounts,

rents, accounts receivables, leases, permits, licenses, down payments, marketing plans and materials, servicing agreements, management agreements, or any and all other contracts, or any other items entrusted to Receiver, shall forthwith and without further Order of this Court surrender such possession to the Receiver.

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

9. Outside Professionals: The Receiver is specifically empowered, in his discretion, to hire and employ legal counsel, accountants, investigators and consultants ("Outside Professionals"), including entities of which Receiver is a principal/shareholder, to furnish legal, accounting and other advice to the Receiver for such purposes as may be reasonable and necessary during the period of receivership. The Receiver is authorized to pay from the receivership estate's funds eighty (80%) percent of the ordinary and reasonable fees and one hundred (100%) percent of the costs of such Outside Professionals upon receipt of a bill from the Outside Professional. The remaining 20% of fees shall be withheld (the "holdback") pending final application to the Court for approval of all fees and expenses of such Outside Professional, including the Holdback.

10. Receiver's Fees: The Receiver shall be entitled to payment of fees from the estate's funds for his services at his standard rate of \$250.00 per hour, plus such other amounts as may be awarded by the Court after a hearing upon notice to the parties and all counsel of record.

11. Quarterly Report: The Receiver is directed to prepare a full and complete report, certified to be correct by the Receiver, setting forth all receipts and disbursements, cash flow, activities of Defendants, and reporting all changes in the Assets in his charge, or claims against

the Assets, that have occurred during the period covered by the report. The Receiver shall include in the report the status of any taxes, lien claims or pending litigation. The report shall be filed by the twentieth day of the month following the reporting period. The Receiver shall serve notice of filing of the report on the attorneys of record for each of the parties herein and parties in interest. The notice of filing shall advise that the report is available upon request made to the Receiver. To the extent any portion of the report is deemed privileged, the Receiver is authorized to file his report and/or portions of his report under seal.

12. Additional Funds: The balance of any funds beyond the monies deemed necessary for his operating account received by the Receiver shall be placed in an interest-bearing bank or trust account.

13. Receiver's Certificates: The Receiver is hereby authorized to obtain receiver's certificates as is reasonably required and/or necessary to carry out and fulfill the Receiver's duties and obligations herein.

14. Notices: All written notices called for under this Order shall be effective upon hand delivery to counsel of record of the parties or to the parties, or twenty-four (24) hours after delivery to a private expedited delivery service, or 48 hours after deposit into the mail, postage paid, addressed to counsel of record or the parties or to the parties.

15. Reserve Right For Additional Powers: The Receiver may, at any time upon prior notice to all parties to this action, apply to this Court for further or other instructions or powers, whenever such instructions or additional powers shall be deemed necessary in order to enable him to perform properly and legally the duties of the office of Receiver and to maintain, operate, preserve and protect the Receivership Estate.

16. The Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA**, is an agency of the State of Florida and, in recognition of the public interest served by this action, no bond shall be required with respect to the relief granted herein.

17. Any and all law enforcement authorities, including but not limited to the Broward Sherriff's Office for said locations in Broward County, are authorized to take any and all necessary steps to assist the Receiver in the securing of the assets, business offices, and contents of such business offices of Defendants LAURA L. HESS, ESQ., LAURA HESS & ASSOCIATES, P.A., HESS KENNEDY CHARTERED LLC, and THE CONSUMER LAW CENTER, LLC located at 210 N. University Drive, Suite 900, Coral Springs, FL 33071 and any and all other locations of the Receivership Defendants HESS KENNEDY COMPANY CHARTERED, CONSUMER RECOVERY TEAM, HESS KENNEDY HOLDINGS LTD., LEGAL DEBT CENTER, HESS KENNEDY COMPANY, LAURA HESS, INC., HESS KENNEDY, LEGAL DEBT CENTER, LLC, HESS KENNEDY FLORIDA, HESS KENNEDY CHARTERED, HESS | KENNEDY, LLC, HESS KENNEDY PAYMENT, HESS KENNEDY TRUST COMPANY, THE CONSUMER LAW CENTER, LC, HESS | KENNEDY FLORIDA, HESS KENNEDY TRUST ACCOUNT, GLOBAL PAYMENT PROCESSING, LLC and CAMPOS CHARTERED LAW FIRM, which entities shall be deemed to be included in the term "Defendants."

18. Financial Statement: IT IS FURTHER ORDERED, within three (3) business days after service of this Order, each Defendant shall prepare and serve to the Receiver a complete and accurate corporate financial statement, signed under penalty of perjury, on the form appended to this Order.

19. Repatriation of Foreign Asset and Documents: IT IS FURTHER ORDERED

that within five (5) business days following the service of this Order, each Defendant shall:

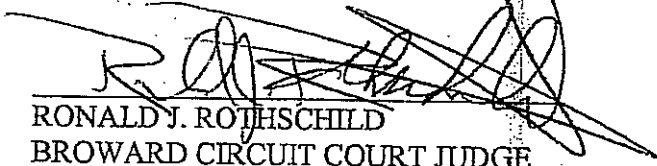
- a. Provide the Receiver and the Office of the Attorney General with a full accounting of all funds, documents, and assets located outside of the United States which are (1) titled in the name, alias, or fictitious "doing business as" name, individually or jointly, of any Defendant; or (2) held by any person or entity for the benefit of any Defendant; or (3) under the direct or indirect control, of any Defendant;
- b. Transfer within the State of Florida all funds, documents, and assets located outside of the United States which are (1) titled in the name, alias, or fictitious "doing business as" name, individually or jointly, of any Defendant; or (2) held by any person or entity for the benefit of any Defendant; or (3) under the direct or indirect control, of any Defendant;
- c. Hold and retain all repatriated funds, documents and assets, and prevent any transfer, disposition, or dissipation whatsoever of any funds or assets except as required by this Order; and
- d. Provide the Receiver and the Office of the Attorney General access to all records of funds, documents, or assets of any Defendant held by financial institutions or other entities or individuals located outside the United States by signing any and all necessary forms to permit such access

20. Interference With Repatriation: IT IS FURTHER ORDERED that the Defendants are hereby temporarily restrained and enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of funds, documents, or assets held outside

of the United States, or in the hindrance of the repatriation required by the preceding paragraph of this Order, including, but not limited to:

- a. Sending any statement, letter, fax, e-mail or wire transmission, telephoning, text messaging, or engaging in any other act, directly or indirectly, that results in a determination by a foreign trustee or other entity that a "duress" event has occurred under the terms of a foreign trust agreement until such time that all assets have been fully repatriated pursuant to the preceding paragraph of this Order; and
- b. Notifying any trustee, protector or other agent of any foreign trust or other related entities of either the existence of this Order, or of the fact that repatriation is required pursuant to a Court Order, until such time that all assets have been fully repatriated pursuant to the preceding paragraph of this Order.

DONE AND ORDERED in Chambers, at Broward County, Florida, on this 18th day of July, 2008.


RONALD J. ROTHSCHILD
BROWARD CIRCUIT COURT JUDGE