

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

State of Florida, ex rel., the  
Department of Financial Services of  
the State of Florida,  
Relator

v.

CASE NO.: 2014 CA 2762

Florida Healthcare Plus, Inc.  
Respondent /

**ORDER APPOINTING THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES AS  
RECEIVER OF FLORIDA HEALTHCARE PLUS, INC. FOR PURPOSES OF  
IMMEDIATE REHABILITATION AND AUTOMATIC LIQUIDATION EFFECTIVE  
JANUARY 1, 2015, INJUNCTION, AND NOTICE OF AUTOMATIC STAY**

THIS CAUSE was considered on the Application of the State of Florida, Department of Financial Services (hereinafter the "Department") for an Order Requiring Florida HealthCare Plus, Inc. ("Respondent" or "Company") to Show Cause Why It Should Not Be Placed in Receivership For Purposes of Liquidation, Injunction, and Notice of Automatic Stay, which was filed on October 20, 2014, (hereinafter, "Application"). After consideration, this Court entered its Order Requiring Respondent to Show Cause on October 21, 2014.

A hearing was conducted on the Order to Show Cause on November 14, 2014, wherein the Department and Respondent appeared and presented evidence and argument related to the Department's allegations contained in its Application. The Court took the matter under advisement and set the hearing for continuance to be heard on December 8, 2014. As a result of additional motions and filings made by the parties, two additional hearings were held before the scheduled December 8, 2014, continuance. A hearing was held on November 21, 2014, on the Department's Emergency Motion Renewing Its Application for Order to Show Cause and the Court *sua sponte* set and held an Emergency hearing on December 5, 2014. The Court set the hearing for continuance to be heard on December 10, 2014. The Department and Respondent

appeared at the November 21, 2014, the December 5, 2014, and the December 10, 2014, hearings and presented evidence and argument related to the Department's allegations contained in its Application.

The Court, having reviewed and considered the pleadings of record, heard the evidence of the parties and arguments of counsel, and otherwise being fully informed in the premises, finds as follows:

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. Section 631.025, Florida Statutes, authorizes this Court to exercise jurisdiction over any person required to cooperate with the Department and the Office of Insurance Regulation ("OIR") pursuant to section 631.391, Florida Statutes.

3. Respondent is a corporation authorized, as of April 21, 2011, to transact business in the State of Florida as a health maintenance organization ("HMO") pursuant to the Florida Insurance Code. Respondent's principal place of business is located at 2100 Ponce De Leon Blvd. Suite PH 1, Coral Gables, FL 33134.

4. Upon a determination by OIR that one or more grounds exist to initiate a delinquency proceeding against an insurer and upon OIR's determination that a delinquency proceeding should be initiated, OIR is required to refer the insurer to the Department for the initiation of such delinquency proceeding. § 631.031(1), Fla. Stat.

5. Section 641.215, 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 an HMO. Sections 631.051-.091, Florida Statutes, outline the grounds for initiating a delinquency proceeding.

6. If the statutory grounds are present as to an insurer, the Department is empowered by section 631.031(2), Florida Statutes, to commence a delinquency proceeding against the insurer, by either (1) making an application to this Court for an order to show cause directing the insurer to show cause why delinquency proceedings should not be initiated or (2) filing a petition with this Court for entry of a consent order of conservation, rehabilitation, or liquidation.

7. On October 17, 2014, pursuant to section 631.031(1), Florida Statutes, Kevin McCarty, Commissioner of OIR, advised by letter to Florida's Chief Financial Officer, Jeff Atwater, that the Office determined grounds existed for the initiation of delinquency proceedings against Respondent.

8. Pursuant to section 631.061, Florida Statutes, the grounds for liquidating an insurer include any of the grounds specified in section 631.051 or if the insurer is or is about to become insolvent. Based on the evidence presented at the hearing, the Court has determined that grounds for the liquidation of Respondent exist pursuant to section 631.061(1), Florida Statutes, in that Respondent is insolvent. The basis for the determination is summarized as follows:

A. On April 21, 2011, Respondent entered into a Consent Order, Case No. 116991-11-CO, with OIR which required Respondent to maintain capital and surplus in the greater of \$3,000,000 or 125% of capital and surplus required by section 641.225, Florida Statutes, for the period beginning when Respondent accepts any premium and for the 36 months thereafter.

B. On August 13, 2014, Respondent filed with OIR its quarterly financial statement for the period ending June 30, 2014 ("Financial Statement"), reporting surplus in the amount of \$3,559,444. OIR reviewed the Financial Statement and determined that a material accounting error of \$600,000 had been made in the calculation of Respondent's surplus.

C. On August 22, 2014, Respondent filed an amended quarterly financial statement for the period ending June 30, 2014 (“Amended Financial Statement”), reporting surplus in the amount of \$2,959,444. The amount of surplus reported is less than the minimum surplus requirement specified in the Consent Order; thus, rendering Respondent impaired.

D. On September 8, 2014, OIR initiated a financial examination of Respondent which focused on verifying Respondent’s balance sheet for the period ending June 30, 2014. The examination resulted in the following determinations: as of June 30, 2014, Respondent’s total assets were overstated by \$4,897,682, and its total liabilities were understated by \$9,829,987. These findings resulted in examination adjustments totaling (\$14,727,669), which ultimately reduced Respondent’s surplus to approximately (\$11,768,225) for the period ending June 30, 2014, rendering Respondent insolvent.

E. On September 29, 2014, OIR entered a Final Order of Suspension against Respondent’s Certificate of Authority, effective as of close of business on September 23, 2014, suspending Respondent’s authority to enroll new subscribers until, *inter alia*, Respondent files an accurate financial statement reflecting compliance with minimum surplus requirements.

9. Additionally, the Court has determined that grounds for Respondent’s liquidation also exist pursuant to section 631.051(2), Florida Statutes, in that Respondent has failed to comply with an order of OIR to make good an impairment of capital or surplus or both. Pursuant to the Consent Order entered on April 21, 2011, if any of Respondent’s actual financial results, on a quarterly or annual basis, reflect that Respondent’s capital and surplus has fallen below the amount specified in the Consent Order, Respondent is required to immediately infuse such additional funds so as to make Respondent’s capital and surplus equal or greater than the amounts specified in the Consent Order. Evidence of such infusion must be reflected in the

statutory quarterly and annual financial statements filed with OIR. To date, Respondent has failed to comply with this requirement.

10. Pursuant to section 631.051(3), Florida Statutes, due to Respondent's insolvency, Respondent's further transaction of insurance is presently or prospectively hazardous to policyholders, creditors, stockholders, or the public. The Court therefore finds that it is in the best interests of Respondent, its policyholders, creditors, stockholders, and the public that the Department be appointed Receiver of Respondent for Purposes of Rehabilitation.

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

11. The Department of Financial Services of the State of Florida shall be and is hereby appointed Receiver of Respondent for purposes of rehabilitation, effective immediately, and for purposes of liquidation, effective 12:01 a.m. on January 1, 2015.

12. 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 Respondent pursuant to sections 631.111 and 631.141, Florida Statutes, including but not limited to: offices maintained by Respondent, rights of action, books, papers, 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 in the possession of Respondent or its officers, directors, shareholders, trustees, employees, consultants, attorneys, agents or affiliates and all real property of Respondent, wherever situate, whether in the possession of Respondent or its officers, directors, shareholders, trustees, employees, consultants, attorneys, agents or affiliates or other persons.

B. Liquidate the assets of Respondent effective 12:01 a.m. EST on January 1,

2015, including but not limited to, funds held by Respondent's agents, subagents, producing agents, brokers, solicitors, service representatives or others under agency contracts or otherwise which are due and unpaid to Respondent, 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 Respondent 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 Respondent, 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 Respondent is a nominal party, as in certain foreclosure actions, and the action does not affect a claim against or adversely affect the assets of Respondent, 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 Respondent.

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

I. Take possession of all of Respondent's 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 Respondent's 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 shall include, <sup>but not be limited to:</sup> ~~but not be limited to:~~ Florida HealthCare Holdings, LLC, and ~~JQ Florida Healthcare Plus, LLC.~~ *HL*

O. The Receiver is granted all of the powers of the Respondent's directors, officers, and managers, whose authority shall be 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 Respondent, to hire and discharge employees, and to deal with the property and

business of the Respondent.

P. The Receiver is authorized to update its records to incorporate change of address information for an interested individual/entity (e.g. agent, claimant, creditor, policyholder, subscriber) if the Receiver determines that there has been a change of address for an interested individual/entity. The Receiver is authorized to use change of address information for future mailings.

Q. The Receiver is authorized to transfer unclaimed funds to the unclaimed property unit(s) of the states(s) reflected in the claimants' last address of record in the Receiver's files.

R. The Receiver is authorized to dispose of and destroy obsolete and unneeded records pursuant to section 631.171(10), Florida Statutes.

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

**IT IS FURTHER ORDERED AND DIRECTED:**

13. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondent and any other person who possesses or possessed any executive authority over, or who exercises or exercised any control over, any segment of Respondent's affairs or the affairs of its affiliates is required to fully cooperate with the Receiver, pursuant to section 631.391, Florida Statutes. Any person who fails to cooperate with the Receiver, interferes with the Receiver, or fails to follow the instructions of the Receiver, may be excluded from the building where the Respondent's offices are located at the Receiver's discretion.



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

15. All officers, directors, trustees, administrators, agents and employees and all other persons representing Respondent or currently employed or utilized by Respondent in connection with the Conduct of its business are discharged forthwith; provided, however, the Receiver may retain such persons in the Receiver's discretion.

16. All attorneys employed by Respondent as of the date of the Order, within ten (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 Respondent. Said report should also include an accounting of any funds received from or on behalf of the Respondent. All attorneys employed by Respondent are advised that pursuant to sections 631.011(17) and 631.011(21), Florida Statutes, a claim based on mere possession does not create a secured claim and all attorneys employed by Respondent, 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 Respondent are 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, should not be extinguished by the delivery of these documents.

17. All agents, brokers or other persons having sold policies of insurance and/or collected premiums on behalf of the Respondent are required to account for and pay all premiums and commissions unearned due to cancellation of policies in the normal course of

business owed to the Respondent directly to the Receiver within thirty (30) days of demand by the Receiver or appear before this Court to show cause, if any they may have, as to why they should not be required to account to the Receiver or be held in contempt of Court for violation of the provisions of the Order. No agent, broker, premium finance company or other person should use premium monies owed to the Respondent for refund of unearned premium or for any purpose other than payment to the Receiver.

18. Any premium finance company, which has entered into a contract to finance a premium for a policy, which has been issued by the Respondent, is required to pay any premium owed to the Respondent directly to the Receiver.

19. Reinsurance premiums due to or payable by the Respondent shall be remitted to, or disbursed by, the Receiver. The Receiver shall handle reinsurance losses recoverable or payable by the Respondent. All correspondence concerning reinsurance shall be between the Receiver and the reinsuring company or intermediary.

20. Upon request by the Receiver, any company providing telephonic services to the Respondent is directed to provide a reference of calls from the number presently assigned to the Respondent to any such number designated by the Receiver or perform any other services or changes necessary to the conduct of the receivership.

21. Any bank, savings and loan association, financial institution or other person which has on deposit, in its possession, custody or control any funds, accounts and any other assets of the Respondent is directed 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 permission of this Court.

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

23. Any information technology service provider or 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 the Respondent 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 Respondent which were 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. Any past due or pending balances due from Respondent shall be processed as claims against the estate, and shall not be a basis for withholding the services contemplated in this Paragraph.

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

25. All claims shall be filed with the Receiver **on or before 11:59:59 p.m., on December 31, 2015**, or be forever barred, and all such claims shall be filed on proof of claim forms prepared by the Receiver.

26. 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:
  - i. 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;
  - ii. 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;
  - iii. 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

iv. 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.

27. All executory contracts to which the Respondent was a party shall be cancelled and stand cancelled unless specifically adopted by the Receiver within ninety (90) days of the date of this Order 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 Respondent is a party, and the Receiver has notified the vendor in writing acknowledging the existence of the contract.

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

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

ii. Once the Receiver determines Respondent's vendor is necessary in the continued administration of the Receivership estate for a period to exceed the ninety (90) days from the date of this order, 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 provide, and/or the compensation to be paid to Respondent's 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 Respondent's vendor.

**B. Any vendor, including but not limited to, any and all employees / contractors of insurer, claiming the existence of a contractual relationship with the insurer 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 date of the Order and any cancellation under this provision shall not be treated as an anticipatory breach of such contracts.

28. All affiliated companies and associations, including but not limited to Florida HealthCare Holdings, LLC ~~and JQ Florida Healthcare Plus, LLC~~<sup>LLC</sup> shall make their books and records available to the Receiver, 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 Respondent. The Receiver shall have title to all policy files and other records of, and relating to Respondent, 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 should be safeguarded and presented to this Court for review prior to removal by the Receiver.

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

30. Any person, firm, corporation or other entity having notice of the 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 should not be held in contempt of Court for violation of the provisions of this Order.

31. Except as noted in the following paragraph, pursuant to the provisions of section 631.252, Florida Statutes, all policies of insurance or similar contracts of coverage that have not expired are canceled **effective 12:01 a.m. on January 1, 2015**. 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 canceled as of the earlier date.

32. The Receiver advises that it is working with the Centers for Medicare & Medicaid Services ("CMS") to address issues surrounding Respondent's participation in the Medicare program, primarily addressing the orderly movement of Respondent's members to solvent plans within the Medicare program or to traditional Medicare.

33. 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, Respondent and its officers, directors, stockholders, members, subscribers, agents and employees, are enjoined and restrained from the further transaction of the insurance business of the Respondent; from doing, doing through omission, or permitting to be done any action which

might waste or dispose of the books, records and assets of the Respondent; from in any means interfering with the Receiver or these proceedings; from the transfer of property and assets of Respondent without the consent of the Receiver; from the removal, concealment, or other disposition of Respondent's property, books, records, and accounts; from the commencement or prosecution of any actions against the Respondent or the Receiver together with its 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 Respondent or any of its property or assets. Notwithstanding the provisions of this paragraph, the Receivers 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 should 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.

34. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondent shall fully cooperate with the Receiver in the effort to rehabilitate Respondent.

35. All subsidiaries, affiliates, parent corporations, ultimate parent corporations, and any other business entity affiliated with Respondent having any interest in the building located at 2100 Ponce De Leon Blvd, Suite PH 1, Coral Gables, FL 33134 or any other facility in which



Respondent may operate, shall make available, at that location and at no charge to the Receiver or to Respondent, 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.

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

#### **CONTINUATION OF INVESTIGATION**

37. The Receiver shall be authorized to conduct an investigation as authorized by section 631.391, Florida Statutes, of Respondent and its affiliates, as defined above, to uncover and make fully available to the Court the true state of Respondent's financial affairs. In furtherance of this investigation, Respondent's parent corporations, its subsidiaries, and affiliates are required to make all books, documents, accounts, records, and affairs, which either belong to or pertain to the Respondent, 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 the Order. Respondent and the above-specified entities are required to cooperate with the Receiver to the fullest extent required by section 631.391, Florida Statutes. Such cooperation should include, but not be limited to, the taking of oral testimony under oath of Respondent's officers, directors, managers, trustees, agents, adjusters, employees, or independent contractors of Respondent, its affiliates and any other person who possesses any executive authority over, or who exercises any control over, any segment of the affairs of Respondent in

both their official, representative and individual capacities and the production of all documents that are calculated to disclose the true state of Respondent's affairs.

38. Any officer, director, manager, trustee, administrator, attorney, agent, accountant, actuary, broker, employee, adjuster, independent contractor, or affiliate of Respondent 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 Respondent or its affiliates is directed 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 the Order, any bank or financial institution is directed to immediately disclose to the Receiver the existence of any accounts of Respondent and any funds contained therein and any and all documents in its possession relating to Respondent for the Receiver's inspection and copying.

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

40. In the event the Receiver determines that reorganization, consolidation, conversion, reinsurance, merger, or other transformation of the Respondent 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**

41. Notice is hereby given that, pursuant to section 631.041(1), Florida Statutes, the filing of the Department's Application 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 the order, and which prohibits:

A. The commencement or continuation of judicial, administrative or other action or proceeding against the insurer or against its assets or any part thereof;

B. The enforcement of a judgment against the insurer or an affiliate obtained either before or after the commencement of the delinquency proceeding;

C. Any act to obtain possession of property of the insurer;

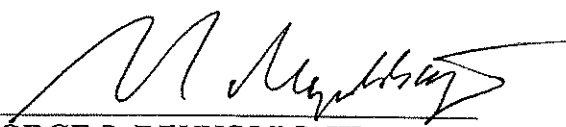
D. Any act to create, perfect or enforce a lien against property of the insurer, except a secured claim as defined in section 631.011(21), Florida Statutes;

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

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

42. 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, Leon County, Florida this 10 day of December, 2014.

  
**GEORGE S. REYNOLDS, III**  
**CIRCUIT JUDGE**