

ABC LAW FIRM, PLLC

100 City Street STE 400

City, Texas 71234

Phone: (210) 123-4567

Fax: (210) 123-4568

E-mail: receiverships@abclawfirm.com

FILED
6/20/2023 12:00 AM
Texas County
Justic of the Peace Pct 1
By: Jane Doe

RECEIVER'S NOTICE OF AGREEMENT AND ADMINISTRATIVE CLOSURE DUE TO PAYMENT PLAN

Clerk, Texas Justice Court Pct. 1
123 W St.
City, TX 71234

Re: Cause No. ABC123, TJCTC Funding LLC v. Robert Roberts

Our File No. 48682.001

Dear Clerk of the Court:

Please accept this letter as notice pursuant to the "Receiver's Additional Limited Powers" paragraph, section (4), that the Receiver has negotiated and obtained an installment payment agreement with the Judgment Debtor, and reasonably believes that a payment agreement is the best option to satisfy the judgment. The Receiver provided the Judgment Debtor with the Notice of Personal Property Rights approved by the Supreme Court of Texas. Receiver's actions are summarized below:

Funds/assets received:	\$1,000.00	Date of Rule 679b Notice:	03/23/2023
Funds distributed:	\$750.00	Exemptions claimed:	None
Receiver fees assessed:	\$250.00	Settlement Reached:	04/04/2023
Receiver costs assessed:	Waived	Funds on hand:	\$0.00

Attachments: Payment agreement, payment history Rule 679b Notice proof of mailing
Reason for administrative closure: Payment Plan


Due to the settlement, no further action will be taken by the Receiver unless the Judgment Debtor defaults. Receiver is administratively closing the file until the full term of the settlement is completed, as the Court retains continuing jurisdiction to enforce the judgment and the Settlement Agreement. If the Judgment Debtor defaults, Receiver will notify the Court of the need to re-open the receivership.

Please notate the court's file accordingly. Our office has attached an optional order for the Court's convenience. Thank you for your trust in allowing us to serve your Court. Should you need anything further from our office, please contact us.

Certificate of Service: This document was served on all parties pursuant to the Texas Rules of Civil Procedure as indicated below.

Unsworn Declaration Paragraph Pursuant to CPRC 132.001: My name is Larry Lawyer, my date of birth is xx/xx/1988, and my address is 100 City Street STE 400, City, Texas 71234. I declare under penalty of perjury that all information herein and attached are true and correct.

Signed in Texas County, TX on
6/18/2023

By: 
Larry Lawyer
SBN: 12345678

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RECEIVERSHIP PAYMENT & DISTRIBUTION AGREEMENT

March 30, 2023

Robert Roberts
123 Street Ln
City, TX 71234-5678

Re: Receivership in Cause No. ABC123; TJCTC Funding LLC v. Robert Roberts

This Receivership Payment & Distribution Agreement ("Agreement") reflects the agreement between Receiver Larry Lawyer ("Receiver") and Judgment Defendant Robert Roberts ("Defendant") as to resolution of the receivership and judgment obtained by LVNV Funding LLC ("Plaintiff"). Receiver and Defendant hereby agree, acknowledge and stipulate to the following:

JUDGMENT AND RECEIVERSHIP ORDER

A judgment was entered against Defendant on September 13, 2022 in Texas Justice Court Pct. 1 with Cause No. ABC123 (the "Judgment"). Thereafter, the Court entered the Order Appointing Post-Judgment Receiver ("Receivership Order") in the same cause, appointing Larry Lawyer as Receiver pursuant to Tex. Civ. Prac. & Rem. Code §31.002 and providing for recovery of the full amounts due and owing under the Judgment, as well as recovery of Receiver's expenses and the reasonable, customary and usual Receiver fee of 25.0000% of all funds recovered during the Receivership. Defendant agrees that a copy of the Judgment, Receivership Order, the Notice of Protected Property Rights, Instructions for Protected Property Form, and Protected Property Claim Form has been provided by Receiver to Defendant. Defendant agrees that the Judgment and Receivership Order are valid, final and enforceable; that Defendant is not asserting any exemption rights to any seized property or is waiving those rights to property or funds subject to this agreement; and that no attack will be made on the Judgment and Receivership Order or their renewal or revival, if any.

Based on the records provided to Receiver, as of March 30, 2023 Receiver calculates the amount owed on the Judgment and Receivership for a standard payment plan was \$1,565.32. This amount does not include credit for any funds seized pursuant to the Receivership Order.

TERMS

- Agreed Amount: Plaintiff has authorized Receiver to accept, and Judgment Defendant agrees to pay, \$1,565.32 (the "Agreed Amount") as settlement in full of the Judgment and the Receivership provided all payments are timely made. Judgment Defendant agrees that paying the Agreed Amount over time is good and sufficient consideration for this Agreement. Judgment Debtor agrees that time is of the essence in making their payments. All payments will be credited to the amounts required to satisfy the Agreed Amount.

2. Bank Account and Initial Regular Payment: Judgment Defendant agrees that First Bank shall remit to Receiver \$600.00 from Judgment Defendant's account. Receiver agrees to release their hold and remaining funds to the Judgment Defendant. All funds received will be applied to the Agreed Amount.
Judgment Defendant will begin this Agreement by paying regular payments of \$200.00 ("Initial Regular Payment") every month beginning April 25, 2023 and continuing thereafter until the Agreed Amount is paid in full. All payments must be payable to "Larry Lawyer, Receiver". Payments must be made by automated ACH or debit/credit card payments. In our correspondence with this agreement you received a form. Please call our office at (210) 123-4567 if you have any questions.
3. Annual Payment Amount Reevaluation: At least once in any twelve (12) month period beginning from the first anniversary date of this Agreement and continuing until the Agreed Amount is fully paid, upon Receiver's request Judgment Defendant will provide to Receiver the last two (2) months of statements for all of Judgment Defendant's open bank accounts, the last two (2) pay stubs (or equivalent), and Judgment Debtor's most recent tax return so that Receiver may evaluate whether to increase the Initial Regular Payment amount or continue at the then current amount. If Judgment Defendant fails to provide this required information within ten (10) days of Receiver's request, then Judgment Debtor will be in default of this Agreement and Receiver may resume efforts to enforce the judgment as permitted by the Receivership Order. If Receiver does not request an Annual Payment Amount Reevaluation, Judgment Debtor will continue making their latest agreed regular payment.
4. During Term of Agreement: As long as timely payments are made and other terms of this Agreement are fully complied with in all respects by Judgment Defendant, Receiver agrees not to levy upon or take possession of the Judgment Defendant's nonexempt assets, and postjudgment interest will not accrue.
5. Default: If a payment is not made by its due date or a payment is returned for non-sufficient funds (NSF), or if a Judgment Defendant otherwise fails to comply with any provision of this Agreement, then Judgment Defendant will be in default of this Agreement. Judgment Defendant expressly agrees that Receiver is not required to give Judgment Defendant or Judgment Defendant's attorney any notice of a default on this Agreement. If Judgment Defendant defaults on this agreement, then Receiver shall resume efforts as permitted by the Receivership Order to seize Judgment Defendant's nonexempt assets until the full balance due under the judgment and Receivership are paid in full. In addition, postjudgment interest will be re-assessed at the rate set forth in the judgment, from the date of the judgment until the judgment is satisfied in full.
6. Upon Full Payment: Once the Agreed Amount has been paid in full, Receiver will ask the Court to terminate the Receivership, and Plaintiff's attorney will send a release of the judgment to Judgment Defendant.
7. Misrepresentation or Concealment of Assets: If Receiver determines that Judgment Defendant concealed or made false statements about nonexempt assets prior to entering this Agreement, the Judgment Defendant will be in default of this Agreement and Receiver may resume collection efforts for the full amounts owed on the judgment and Receivership.

8. Receivership Fee: The Receivership Order sets the Receiver Fee at the customary and standard 25.0000% of funds recovered. Judgment Defendant understands that the Receiver Fee will be paid out of the Agreed Amount provided all payments are timely made as agreed above. If Judgment Defendant defaults on this Agreement, the 25.0000% Receiver Fee on the full amount owed, as set forth in the Receivership Order, will be owed by Judgment Defendant, less credit for any payments previously made.
9. No Change to Bank Accounts: Judgment Defendant agrees not to open any new bank accounts and to not close or modify the ownership of any existing bank accounts until after the Receivership is closed by the Judge, unless prior approval is obtained from Receiver.
10. Interest Not to Exceed Legal Rate: It is the intent of Receiver, Plaintiff, and Plaintiffs attorney to charge only the legal maximum rate of interest. If Judgment Defendant believes the amount charged exceeds the legal maximum rate, Judgment Defendant agrees that their sole appropriate remedy is to file a motion with the court overseeing the Receivership to determine whether the judgment interest should be reduced or recalculated.
11. No Representations: Judgment Defendant agrees that neither Plaintiff nor Receiver has made, or by this Agreement makes, any representations or warranties as to any possible tax or credit consequences Judgment Defendant may have as a result of this settlement.
12. Consent to Disburse: Judgment Defendant consents to Receiver distributing to Plaintiff the funds recovered as they become available without an order of the Court. Judgment Defendant also consents to Receiver deducting the Receiver Fee and expenses, if any, from the funds recovered as they become available without an order of the Court. This paragraph survives a breach of this Agreement.
13. Receivership and Judgment Not to Expire: Judgment Defendant agrees that Plaintiff may perform any action necessary to keep the Judgment alive and/or to be revived during this payment plan, including that Plaintiff may request (without notice to Judgment Defendant) a writ of execution to be issued and returned to renew the Judgment. Judgment Defendant agrees that the Receivership will remain in effect until all obligations are paid as agreed or further order of the Court, regardless of whether the Receivership Order contained a provision for a limited term receivership.
14. Agreement Reviewed and Final: This Agreement represents the full and final agreement between the parties, supersedes all previous agreements (whether oral or written), and no previous agreements which are not contained herein shall be binding. Future modifications to this agreement must be in writing and signed by both Receiver and the Judgment Defendant. The parties may waive their rights only by express written waiver. Judgment Defendant agrees that they have carefully reviewed this Agreement and all provided documents - including the Judgment, Receiver Order, Notice of Protected Property Rights, Instructions for Protected Property Claim Form, and Protected Property Claim Form - and understands them fully, and they have had the opportunity to review the terms of this Agreement with an attorney of their choosing prior to executing this Agreement. If Judgment Defendant has elected not to consult with an attorney, they have voluntarily and expressly elected not to do so with full knowledge of the consequences

and without any representation from Plaintiff or Receiver that they could not do so.

15. Independence of Receiver and Enforcement of Agreement: This Agreement shall be enforced by the Court that issued the Receivership Order. Judgment Defendant acknowledges that Receiver is an independent officer of the Court appointed by the judge, has not waived any applicable judicial immunity, and does not represent Plaintiff, Judgment Defendant, or their counsel.
16. Deadline to Sign Agreement: This Agreement becomes effective only upon being fully executed. If this Agreement is not signed by Judgment Defendant and received by Receiver within three (3) days from the date on the first page of the Agreement, then the offer of agreement is rescinded, and Receiver may proceed as permitted by the Receivership Order, regardless of whether Judgment Defendant subsequently executes this Agreement.
17. Acknowledgement of Exemption Notice: Judgment Defendant agrees that he has received a copy of the Notice of Exemption Rights and Personal Property Exemption Form as required by Tex. R. Civ. P. 679a.

If you have carefully read this Agreement and agree to its terms, please sign and date in the spaces provided below, and immediately return it by email to receiverships@abcfirm.com or fax to (210) 123-4568.

Thank you



Larry Lawyer
Court Appointed Receiver

Accepted and
Approved:



Robert Roberts

Date: 4-1-2023

Email: rroberts@yahoo.com

Phone: 300-300-3001

Payment Activity Report

For Claim: 48682.001

Robert Roberts
100 Street Ln
City, TX 71234

Client: ABC - Albert Bank Company LLC

Date	Type	Activity	Paid By	Amount
04/13/2023	PMT	Cashiers Check	1st Bank	600.00
04/25/2023	PMT	Electronic Funds Transfer	RRoberts	200.00
05/25/2023	PMT	Electronic Funds Transfer	RRoberts	200.00

COUNT: 3

1,000.00

Settlement Remaining Balance = \$565.32

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER • THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD AT AN ANGLE TO VIEW

First Bank

CASHIER'S CHECK

123456

This item will not be replaced for 90 days from the date of purchase if lost, stolen, or destroyed.

DATE April 4, 2023
00769 0000000

PURCHASER **FIRST BANK TEXAS**

\$*****600.00

PAY SIX HUNDRED AND 00/100

TO THE ORDER OF

Larry Lawyer, COURT APPOINTED RECEIVER

Larry C 2/28
AUTHORIZED SIGNATURE

t & f 2

ORIGINAL S T E U AMOUNTS OVER \$5,000

First

CASHIER'S CHECK

123456

This item will not be replaced for 90 days from the date of purchase if lost, stolen, or destroyed.

DATE April 4, 2023
00769 0000000

PURCHASER **FIRST BANK TEXAS**

\$*****600.00

PAY SIX HUNDRED AND 00/100

Original / : *Larry Lawyer, COURT APPOINTED RECEIVER*

CUSTOMER COPY
NOT NEGOTIABLE

TJCTC FUNDING,
LLC, PLAINTIFF

v.

Robert Roberts,
DEFENDANT

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§

IN THE JUSTICE COURT

PRECINCT 1

TEXAS COUNTY, TEXAS

Order on Receiver's Notice of Agreement and Administrative Closure Due to Payment Plan

On this day came before the Court the Receiver's Notice of Agreement and Administrative Closure Due to Payment Plan.

The Court hereby ORDERS as follows (check all that apply):

Administrative Closure. The Receivership is administratively closed. Any bond posted in the file is ordered released. Receiver shall have authority to accept periodic payments as set forth in the agreement, assess his agreed-upon fee, and disburse to the judgment creditor. In the event of a default, Receiver or Judgment Creditor must notify the Court and request that the receivership be re-opened before taking any further action.

Status Reporting. The Court orders the Receiver to submit a final accounting to the Court at the end of the agreement. Additional status reports should be submitted as follows (check one): not required; if there is a material change in the Receivership, such as the Defendant's death, bankruptcy, or failure to make payments, quarterly; annually; other as follows:

Additional Orders: The Court further orders as follows:

Signed _____, 20__

By: _____