

*This order is meant to serve as a guide on consumer cases in Justice Courts only. Judgments in higher courts, or judgments based on commercial debt claims, should use a broader, non-limited order granting the receiver more powers and not limited in scope.*

**ORDER APPOINTING POST-JUDGMENT RECEIVER PURSUANT TO CPRC 31.002**  
**(JUSTICE COURT LIMITED RECEIVERSHIP)**

On this day came on to be considered Judgment Plaintiff *Motion to Appoint a Post-Judgment Receiver Pursuant to CPRC 31.002 (Justice Court Limited Receivership)*. After reviewing the evidence and the Court’s file, the Court finds that the Judgment in this case is valid, final and fully payable, but remains unsatisfied, and that Judgment Plaintiff is entitled to aid from this Court in order to reach nonexempt property of Judgment Defendant(s) \_\_\_\_\_ (hereinafter referred to at times as “Judgment Defendant”) to obtain satisfaction on of the Judgment. The Court further finds that a receiver should be appointed to take possession of and sell the nonexempt assets of Judgment Defendant. Notwithstanding any language to the contrary, this Order does not compel turnover of the homestead, checks for current wages, or other exempt property of Judgment Defendant.

**IT IS THEREFORE, ORDERED, that the following is appointed Receiver pursuant to the Texas Turnover Statute, with authority to take possession of and sell the nonexempt assets of the Judgment Defendant:**

**Receiver’s Name:** \_\_\_\_\_  
**State Bar No.** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Receiver's Limited Powers:** The Receiver shall have the power and authority to take possession of all nonexempt property of Judgment Defendant, including, but not limited to the following nonexempt property: (a) all financial accounts (bank accounts), certificates of deposit, and money-market accounts held by any third party; and (b) all financial records related to such property that is in the actual or constructive possession or control of Judgment Defendant; and that all such property shall be held in *custodia legis* of said Receiver as of the date of this Order.

**Personal Property Exemptions of Debtor:** Receiver shall comply with Texas Rule of Civil Procedure 621b regarding the procedures for notifying the Judgment Defendant of their rights to assert personal property exemptions.

**Additional Powers:** The Receiver shall have the following additional rights, authority, and powers with respect to the Judgment Defendant’s nonexempt property, to: (a) obtain Judgment Defendant’s credit information and credit reports; (b) obtain from any third party any financial records belonging to or pertaining to the Judgment Defendant; (c) certify copies of this Order; (d) to negotiate and obtain installment payment agreements with Judgment Defendant, if the Receiver reasonably believes that a payment agreement is the best option to satisfy the Judgment

and receiver fee, and the Receiver does not compromise any amounts awarded in the Judgment without Plaintiff's authorization; and (e) to serve discovery requests to Judgment Defendant and any third party believed to have knowledge of Judgment Defendant's nonexempt assets.

**Turnover:** Judgment Defendant is ORDERED to turnover to the Receiver within five (5) days of being served with a copy of this Order all nonexempt checks, cash, securities (stocks and bonds), promissory notes, documents of title, and contracts owned by Judgment Defendant and to continue to turnover to the Receiver all such nonexempt property within three (3) days of receipt of such property until the Judgment in this cause and receiver fee are fully paid.

**Receiver's Bond, Fee, and Oath:** Because this is a post-judgment receivership, no Receiver Bond is required. The Court finds that the customary and usual post-judgment turnover receiver fee is 25% of the funds recovered during the receivership, **subject to a later determination as to reasonableness by the Court or Judgment Defendant's written agreement for the fee to be paid.** The Receiver's fee and reasonable expenses incurred in carrying out the terms of this Order shall be taxed as costs of court against Judgment Defendant and shall be in addition to the amounts provided for in the judgment. The Receiver is further ordered to take the oath of his office.

**Receiver's Expenses:** Any costs reasonably incurred in carrying out the terms of this Order shall be taxed as costs of court against Judgment Defendant and collected by Receiver from the Judgment Defendant.

**Receiver to Hold Property:** Receiver shall not disburse to Judgment Plaintiff funds recovered by Receiver without Judgment Defendant's written consent, or court order.

**Order May be Amended:** This Order may be amended by further order of this Court upon request by Receiver, Plaintiff, or Judgment Defendant.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JUDGE PRESIDING