

OCT 08 2003

LUTHER D. THOMAS, Clerk
By: *[Signature]*
Deputy Clerk

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Civil No. 1:03-CV-2648-JTC

STEWART FINANCE COMPANY
HOLDINGS, INC., STEWART
FINANCE COMPANY, STEWART
NATIONAL FINANCE COMPANY, INC.,
STEWART FINANCE COMPANY OF
LOUISIANA, INC., STEWART
FINANCE COMPANY OF MISSOURI,
INC., STEWART FINANCE COMPANY
OF ILLINOIS, INC., STEWART
FINANCE COMPANY OF TENNESSEE,
INC., D & E ACQUISITIONS, INC.,
PREFERRED CHOICE AUTO CLUB,
INC., STEWART INSURANCE, LTD.,
and J & J INSURANCE, LTD.,
corporations, and

JOHN BEN STEWART, JR.,
individually and as an officer
of the corporations,

Defendants.

CONSENT ORDER FOR PRELIMINARY INJUNCTION
PERTAINING TO NON-DEBTOR DEFENDANTS

Plaintiff Federal Trade Commission ("FTC") commenced
this civil action on September 4, 2003. On Motion by the FTC,

this Court entered a temporary restraining order ("TRO") with other equitable relief against all defendants and ordered a freeze of the Non-debtor Defendants' assets on September 12, 2003. Among other things, the TRO contained an order for all defendants to show cause why a preliminary injunction should not issue against them. This matter having come before the Court upon the FTC's Motion, and the FTC and the Non-debtor Defendants having agreed to the entry of this Order, the Court finds that:

1. This Court has jurisdiction over the subject matter of this case, there is good cause to believe it will have jurisdiction over all the parties hereto, and venue in this district is proper¹;

2. There is good cause to believe that Stewart Finance Company Holdings, Inc.; Stewart Finance Company, Inc. ("SFC"); Stewart National Finance Company, Inc. ("SNFC"); Stewart Finance Company of Louisiana, Inc. ("SFC LA"); Stewart Finance Company of Missouri, Inc. ("SFC MO"); Stewart Finance Company of Illinois, Inc. ("SFC IL"); Stewart Finance Company of Tennessee, Inc. ("SFC TN"); John Ben Stewart, Jr. ("Ben Stewart"); D & E Acquisitions, Inc. ("D & E"); Preferred Choice Auto Club, Inc. ("Preferred Choice Auto Club"); Stewart Insurance Ltd. ("Stewart

¹ The Non-debtor Defendants reserve their rights to assert that venue is not convenient.

Insurance"); and J & J Insurance, Ltd. ("J & J Insurance") have engaged and are likely to continue to engage in acts or practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); Section 108(c) of the TILA, 15 U.S.C. § 1607(c); the TILA, 15 U.S.C. §§ 1601-1666j, as amended; and the TILA's implementing Regulation Z, 12 C.F.R. § 226, as amended, and that the FTC is therefore likely to prevail on the merits of this action;

3. There is good cause to believe that immediate and irreparable harm will result from Defendants' ongoing violations of the FTC Act and the TILA unless Defendants are restrained and enjoined by order of this Court;

4. Weighing the equities and considering the FTC's likelihood of ultimate success and the possibility of asset dissipation, a preliminary injunction with a freeze of Non-debtor Defendants' assets is in the public interest;

5. On February 10, 2003, SFC and SNFC filed voluntary petitions for relief under the reorganization provisions of Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court, Middle District of Georgia, Case Nos. 03-30277 (RFH) and 03-30278 (RFH), respectively. On February 27, 2003, D & E filed a voluntary petition for relief under the reorganization provisions of Chapter 11 of the Bankruptcy Code in the same court, Case No. 03-30398 (RFH). Counsel for the FTC and the

Defendants recently learned that Defendants SFC LA, SFC MO, SFC TN and SFC IL were merged into Debtor Defendant SFC in July of 2001. On September 9, 2003, the Bankruptcy Court appointed S. Gregory Hays as Chapter 11 Trustee (the "Trustee") for the Debtor Defendants in the three bankruptcy cases named above. The FTC contends that pursuant to 11 U.S.C. § 362(b)(4), the commencement and continuation of this action by the FTC against SFC, SNFC, and D & E, including the enforcement of a judgment other than a money judgment, is not stayed by 11 U.S.C. § 362(a). The Non-debtor Defendants agree that the entry of this Order and the relief granted herein to which they hereby consent, is not stayed.

6. No security is required of any agency of the United States for issuance of a restraining order. Fed. R. Civ. P. 65(c); and

7. This preliminary injunction order is in the public interest.

IT IS THEREFORE ORDERED AS FOLLOWS:

DEFINITIONS

I. For the purposes of this Order, the following definitions shall apply:

A. "Defendants" means Stewart Finance Company Holdings, Inc. ("SFC Holdings"); Stewart Finance Company, Inc. ("SFC");

Stewart National Finance Company, Inc. ("SNFC"); Stewart Finance Company of Louisiana, Inc. ("SFC LA"); Stewart Finance Company of Missouri, Inc. ("SFC MO"); Stewart Finance Company of Illinois, Inc. ("SFC IL"); Stewart Finance Company of Tennessee, Inc. ("SFC TN"); John Ben Stewart, Jr. ("Ben Stewart"); D & E Acquisitions, Inc. ("D & E"); Preferred Choice Auto Club, Inc. ("Preferred Choice Auto Club"); Stewart Insurance, Ltd. ("Stewart Insurance"); and J & J Insurance, Ltd. ("J & J Insurance").

1. "Debtor Defendants" means SFC, SFC LA, SFC MO, SFC IL, SFC TN, SNFC, and D & E, by and through the Trustee.

2. "Non-debtor Defendants" means any other defendant not designated as a Debtor Defendant, including Ben Stewart, SFC Holdings, Preferred Choice Auto Club, Stewart Insurance, and J & J Insurance.

3. "Corporate Defendants" are SFC Holdings, Preferred Choice Auto Club, Stewart Insurance, and J & J Insurance.

B. "Document(s)" or "record(s)" means

1. The original or a true copy of any written, typed, printed, electronically stored, transcribed, taped, recorded, filmed, punched, or graphic matter or other data compilations of any kind, including, but not limited to, letters, e-mail or other correspondence, messages, memoranda, interoffice communications,

notes, reports, summaries, manuals, magnetic tapes or discs, tabulations, books, records, checks, invoices, work papers, journals, ledgers, statements, returns, reports, schedules, or files; and

2. Any information stored on any desktop personal computer ("PC") and workstations, laptops, notebooks, and other portable computers, whether assigned to individuals or in pools of computers available for shared use; and home computers used for work-related purposes; backup disks and tapes, archive disks and tapes, and other forms of offline storage, whether stored onsite with the computer used to generate them, stored offsite in another company facility or stored offsite by a third-party, such as in a disaster recovery center; and computers and related offline storage used by Defendants' participating associates, which may include persons who are not employees of the company or who do not work on company premises.

C. "Assets" means any legal or equitable interest in, right to, or claim to, any real and personal property, including but not limited to chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, mail or other deliveries, inventory, checks, notes, accounts, credits, receivables, funds, monies, and all cash, wherever located.

D. "Financial institution" means any bank, savings and

loan institution, credit union, or any financial depository of any kind, including, but not limited to, any brokerage house, trustee, broker-dealer, escrow agent, title company, commodity trading company, or precious metal dealer.

E. The "Greene County order" shall mean the order entered on September 18, 2003 in the Superior Court of Greene County in the State of Georgia in the case Georgia ex rel. Cox v. Stewart, et al., Civil Action 03-CV-448, styled "First Amended Consent Order Granting Preliminary Injunction with Asset Freeze, Order for Expedited Discovery, Order Appointing Auditor and Granting Further Equitable Relief."

F. The "Greene County case defendants" are John Benjamin Stewart, Jr., Union Hosiery, Inc., Stewart Cash Advance, Inc., Pinewood Hunting, Inc., Stewart & Lawrence Insurance Agency of Georgia, Inc., Preferred Choice Auto Club, Inc., The Point Rental Purchase, Inc., Stewart Family Investments, LP, Stewart Insurance, Ltd., J & J Reinsurance, Ltd., and Stewart Mortgage Company, Inc.

ORDER PROHIBITING CERTAIN BUSINESS ACTIVITIES

II. IT IS HEREBY ORDERED that Non-debtor Defendants and their officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with the Non-debtor Defendants who receive actual notice of this Order by personal

service or otherwise, and each of them, are hereby restrained and enjoined from:

A. Violating Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), including but not limited to:

1. failing to disclose or to disclose adequately additional terms pertaining to the extension of credit, such as: (a) that the quoted monthly payment amount includes premiums for AD & D and/or Car Club at a cost that is added to the loan amount, and the amount of those costs; (b) that the entire cost of the premiums for AD & D and Car Club is to be paid up front and financed with the loan, and the consumer will pay additional interest charges as a result; and (c) that the purchase of AD & D and Car Club is optional on the part of the consumer and not required to obtain the loan;

2. failing to disclose or to disclose adequately that: (a) a new Car Club membership will provide no additional benefit to consumers who have already purchased a Car Club membership from Defendants that is in effect at the same time as the new Car Club membership; (b) AD & D will provide no benefit to consumers who are ineligible for the product because of age restrictions under the terms of the applicable insurance policy; and (c) a new AD & D policy will provide no additional benefit to consumers who have already purchased from Defendants the maximum amount of

coverage allowable under the terms of the applicable insurance policy;

3. soliciting consumers to borrow a specific amount of money (i.e. through "cash available" solicitations) without providing consumers with the option to borrow only the amount stated in the solicitation (plus mandatory credit costs) or without first presenting the consumer with a document comparing the cost of a new loan in the amount of the solicitation versus the cost of a renewal loan; and

4. representing to consumers, in connection with extensions of credit, expressly or by implication, that the direct deposit program is a free service when, in truth and in fact, the consumers who participate in Stewart Finance's direct deposit program must pay a monthly fee and often must pay the cost of using an ATM to withdraw funds from the account into which their income payments have been deposited.

B. Violating Sections 106, 107, and 128 of the TILA, 15 U.S.C. §§ 1605, 1606, and 1638, and Sections 226.4, 226.18(b), (d), and (e), and 226.22 of Regulation Z, 12 C.F.R. §§ 226.4, 226.18(b), (d), and (e), and 226.22, including but not limited to:

1. requiring consumers to purchase AD & D and/or Car Club in connection with an extension of closed-end consumer

credit, while also failing to include the cost of such ancillary products in the finance charge and annual percentage rate disclosed to those consumers; and

2. wrongfully including the cost of such ancillary products in the amount financed disclosed to those consumers.

C. Misrepresenting, directly or by implication, any person's eligibility for credit insurance and/or ancillary products including, but not limited to, AD&D and Car Club;

D. Misrepresenting, directly or by implication, that any person will benefit from concurrent AD&D coverages and/or multiple Car Club memberships; and

E. Denying any person the extension of credit based solely upon their election not to purchase ancillary products or insurance, such as AD & D and Car Club.

ASSET FREEZE

III. **IT IS FURTHER ORDERED** that Non-debtor Defendants are hereby restrained and enjoined from:

A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, consumer

lists, shares of stock, or other assets, or any interest therein, wherever located, that are: (1) owned or controlled by the Non-debtor Defendants, in whole or in part, for the benefit of Non-debtor Defendants; (2) in the actual or constructive possession of Non-debtor Defendants; or (3) owned, controlled by, or in the actual constructive possession of any corporation, partnership, trust, or other entity directly or indirectly owned, managed, or controlled by any Non-debtor Defendant, including, but not limited to Stewart & Lawrence Insurance Agency, Inc., Stewart Insurance, Ltd., J & J Insurance, Ltd., JBS Management, Inc., JBS Properties, LLC, Union Hosiery, Inc., Pinewood Properties, LLC, Pinewood Hunting, Inc., Stewart Cash Advance, Inc., Stewart Filing Services, Inc., Stewart Family Investments, L.P., Stewart Insurance & Realty, Sibley Avenue Enterprises, The Point Rental Purchase, Inc., any assets held by or for, or subject to access by, any of the Non-debtor Defendants, at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metals dealer, or other financial institution or depository of any kind;

B. Opening or causing to be opened any safe deposit boxes titled in the name of any Non-debtor Defendant, or subject to access by any of them;

C. Incurring charges or cash advances on any credit card

issued in the name, singly or jointly, of any Non-debtor Defendant;

D. Obtaining a personal or secured loan; and

E. Incurring liens or other encumbrances on real property, personal property or other assets in the name, singly or jointly, of any Defendant.

Provided further, that the assets affected by this Section shall include: (1) all assets of the Non-debtor Defendants as of the time the TRO was entered; and (2) for assets obtained after the time the TRO was entered, only those assets of the Non-debtor Defendants that are derived from the actions alleged in Plaintiff's Complaint.

F. Notwithstanding the above, the account of John Ben Stewart, Jr. and Janice Stewart at Farmers & Merchants Bank account number shall remain free of the asset freeze provisions. However, the balance in that account as of October 3, 2003 shall be paid by personal check to the law firm of Lord Bissell & Brook LLP as attorney fees.

G. The following bank accounts, which are held in the name of entities that are owned or controlled by Defendant John Benjamin Stewart, Jr., shall remain free of the asset freeze provisions of this Order but subject to all the limitations specified in the Greene County order, attached hereto as

Attachment A. *Provided further, however, that the funds in these bank accounts shall be used only to pay reasonable, usual, ordinary, and necessary business expenses:*

1. At Farmers & Merchants Bank:

Preferred Choice Auto Club, Inc.

Pinewood Hunting, Inc.

JBS Management, Inc.

Stewart & Lawrence Ins. Agency of G

2. At Bank of America:

Stewart Cash Advance, Inc.

Stewart Cash Advance-Aiken

Stewart Cash Advance-Orangeburg

Stewart Cash Advance-West Columbia

Stewart Cash Advance-Camden

3. At Farmers Bank²:

Stewart Insurance & Realty (premium account)

Union Hosiery, Inc.

4. At Citizens Union Bank:

Stewart Insurance & Realty

Sibley Avenue Enterprises

² To the extent such accounts from this bank are closed, the defendants may designate accounts held by the entities named in Subparagraph G(3) at an alternate bank.

5. At Branch Banking & Trust (BB&T):

Sibley Avenue Enterprises

The Point Rental

6. At SunTrust Bank:

The Point Rental

Pinewood Hunting, Inc.

Provided further, that each business named above may directly pay up to \$1500, gross, per month for rent, utilities, and other overhead expenses;

Provided further, that any expenses over \$1,500 per month shall first be submitted to the Auditor, appointed pursuant to Paragraph IV, for prior approval and authorization to disburse such funds.

H. The financial account numbers enumerated above shall be redacted from any copies of this Order filed publicly with the Clerk of this Court. Furthermore, the parties shall not distribute a copy of the non-redacted version of this Order except to financial institutions.

I. Any and all mortgage payments required to preserve the real property owned or controlled by the Non-debtor Defendants shall be disbursed by the Auditor from accounts to be designated by the FTC at a later time, which accounts shall be unfrozen at the request of the FTC, upon the Non-debtor Defendants'

production of information sufficient to identify those accounts.

AUDITOR

IV. IT IS FURTHER ORDERED THAT, the auditors Russell Lipford and Chris Edwards, of the firm Clifton, Lipford, Hardison & Parker, LLP, CPA's of 1020 Riverside Drive, Macon, Georgia, 31202, appointed in the Greene County order, shall:

A. Identify, locate, investigate and verify the assets and liabilities of the Defendants and shall prepare an initial report itemizing the same within a time to be agreed upon among the FTC, the Non-Debtor Defendants, and the Auditors. Thereafter, the Auditor shall prepare and submit to the FTC and Non-Debtor Defendants monthly reports of the assets, liabilities, income and expenses of the Non-Debtor Defendants, until further Order of this Court. These duties are the same as those required of the Auditor in the Greene County order.

B. Receive proposed disbursements by the entities named in Subparagraph G and shall disapprove such disbursements which, in the exercise of his professional judgment, are not reasonable, usual, ordinary, and necessary business expenses. Any such disapproved disbursements shall be reported in writing to the Plaintiff, the Non-debtor Defendants' counsel, Jeffrey Bazinet, Esq., and the business which requested the proposed disbursement,

within 72 hours of such disapproval. Such communication may be made through electronic mail.

C. Have unfettered access to review all financial information pertaining to the Corporate Defendants, including but not limited to, access to all documents pertaining to Corporate Defendants' business activities and finances wherever located and in whomever's custody or control. *Provided however*, that nothing in this Paragraph IV shall be interpreted to waive any valid claim of attorney-client privilege or any claim under the work product doctrine, subject to the Court's determination upon *in camera* inspection upon the request of the Auditor, FTC, or any Corporate Defendant asserting such a privilege.

D. The Non-debtor Defendants, and each of them, and their successors, assigns, officers, agents, servants, employees, subsidiaries or affiliates, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any entity are enjoined and restrained from interfering in any way with the functions and duties of the Auditor and shall take no action, directly or indirectly, to hinder or obstruct the Auditor in the conduct of his duties.

E. The Auditor shall be compensated by the Non-Debtor Defendants upon a time-billing basis, at his usual hourly billing

rates, upon application to this Court and notice by the FTC and Non-debtor Defendants. The Auditor shall also be reimbursed his actual, necessary expenses incurred in performing his duties under this Order. Payment shall be made within five (5) business days from the date of entry of an order approving such fees and expenses.

RETENTION OF ASSETS AND DOCUMENTS BY THIRD PARTIES

V. IT IS FURTHER ORDERED that, pending determination of the FTC's request for final relief, any financial institution, or any person or other entity served with a copy of this Order, including but not limited to, Smith Filing; Stewart Family Investments, LLC; JBS Properties, LLC; Pinewood Hunting, Inc.; Pinewood, LLC; Union Hosiery, Inc.; Sibley Avenue Enterprises, Inc.; Stewart & Lawrence Insurance Agency of Georgia; The Point Rental shall:

A. Hold and retain within such entity's or person's control, and prohibit the withdrawal, removal, assignment, transfer, pledge, hypothecation, encumbrance, disbursement, dissipation, conversion, sale, liquidation, or other disposal of any funds, documents, property, or other assets held by or under such entity's or person's control:

1. on behalf of, or for the benefit of, any Non-

debtor Defendant or other party subject to Paragraph III above;

2. in any account maintained in the name of, or subject to withdrawal by, any Non-debtor Defendant or other party subject to Paragraph III above;

3. that are subject to access or use by, or under the signatory power of, any Non-debtor Defendant or other party subject to Paragraph III above;

B. Deny access to any safe deposit boxes that are either:

1. titled in the name, individually or jointly, of any Non-debtor Defendant or other party subject to Paragraph III above; or

2. subject to access by Non-debtor Defendant or other party subject to Paragraph III above.

C. Provide to counsel for the FTC, within ten (10) business days, a statement setting forth,

1. the identification of each account or asset titled in the name, individually or jointly, or held on behalf of, or for the benefit of, any Non-debtor Defendant or other party subject to Paragraph III above, whether in whole or in part;

2. the balance of each such account, or a description of the nature and value of such asset;

3. the identification of any safe deposit box that is either titled in the name of, individually or jointly, or is

otherwise subject to access or control by, any Non-debtor Defendant or other party subject to Paragraph III above, whether in whole or in part; and

4. if the account, safe deposit box, or other asset has been closed or removed, the date closed or removed and the balance on said date.

D. The accounts subject to this Paragraph V include existing assets and assets deposited after the effective date of this Order. This Paragraph V shall not prohibit transfers in accordance with any provision of this Order, or any further order of the Court.

E. Notwithstanding anything herein to the contrary, the accounts subject to this Paragraph V shall exclude the property of the Debtor Defendants' respective bankruptcy estates as defined by 11 U.S.C. § 541(a).

F. The FTC is granted leave, pursuant to Fed. R. Civ. P. 45, to subpoena documents immediately from any such financial institution, account custodian, or other entity concerning the nature, location, status, and extent of Non-debtor Defendants' assets, and compliance with this Order, and such financial institution, account custodian or other entity shall respond to such subpoena within five business days after service.

RECORD KEEPING PROVISIONS

VI. IT IS FURTHER ORDERED that Non-debtor Defendants, and those persons in active concert or participation with them who receive actual notice of this Order by personal service, facsimile, or otherwise, are hereby enjoined from:

A. Destroying, erasing, mutilating, concealing, altering, transferring or otherwise disposing of, in any manner, directly or indirectly, contracts, agreements, customer files, customer lists, customer addresses and telephone numbers, correspondence, advertisements, brochures, sales material, training material, sales presentations, documents evidencing or referring to Defendants' products, data, computer tapes, disks, or other computerized records, books, written or printed records, handwritten notes, telephone logs, "verification" or "compliance" tapes or other audio or video tape recordings, receipt books, invoices, postal receipts, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, copies of federal, state or local business or personal income or property tax returns, and other documents or records of any kind, including electronically-stored materials, that relate to the business practices or business or personal finances of Non-debtor Defendants or other entity directly or indirectly under the control of the Non-debtor Defendants; and

B. Failing to create and maintain books, records, and accounts which, in reasonable detail, accurately, fairly, and completely reflect the incomes, assets, disbursements, transactions and use of monies by Non-debtor Defendants or other entity directly or indirectly under the control of Non-debtor Defendants.

NOTICE TO EMPLOYEES

VII. IT IS FURTHER ORDERED that Non-debtor Defendants shall immediately provide a copy of this Order to each of their corporations, subsidiaries, affiliates, participating associates, and signatories on any account listed in Paragraph III(G). Within ten (10) calendar days following service of this Order by the FTC, the Non-debtor Defendants shall provide the FTC with an affidavit identifying the names, titles, addresses, and telephone numbers of the persons and entities that Non-debtor Defendants have served with a copy of this Order in compliance with this provision.

CONSUMER REPORTS

VIII. IT IS FURTHER ORDERED that pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(1), any consumer reporting agency may furnish a consumer report concerning any Non-debtor Defendant to the FTC.

CORRESPONDENCE WITH PLAINTIFF

IX. For the purposes of this Order, all service on and correspondence to the FTC shall be addressed to: Monica E. Vaca, Esq., Federal Trade Commission, 601 New Jersey Avenue, NW, NJ-3158, Washington, DC 20580. Telephone: (202) 326-2245; Facsimile: (202) 326-3768.

SERVICE OF THIS ORDER

X. IT IS FURTHER ORDERED that copies of this Order may be served by facsimile transmission, electronic mail in "pdf" format, personal or overnight delivery, or U.S. Mail, by agents and employees of the FTC or any state or federal law enforcement agency or by private process server, on (1) Non-debtor Defendants, (2) any financial institution, entity or person that holds, controls, or maintains custody of any account or asset of any Defendant, or has held, controlled or maintained custody of any account or asset of any Non-debtor Defendant, or (3) any other person or entity that may be subject to any provision of this Order.

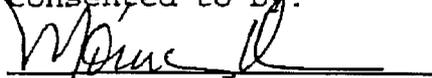
RETENTION OF JURISDICTION

XI. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

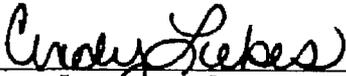
IT IS SO ORDERED, this __ day of October, 2003, at __.m.

The Honorable Jack T. Camp
UNITED STATES DISTRICT JUDGE

Consented to by:



MONICA E. VACA, Attorney
SANDRA M. WILMORE, Attorney
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John Ben Stewart, Jr., Stewart Finance
Company Holdings, Inc., Preferred Choice
Auto Club, Inc., Stewart Insurance,
Ltd., and J & J Insurance, Ltd.

"ASSET FREEZE

IV. IT IS FURTHER ORDERED that, except as identified in Subparagraphs E and F of this Paragraph IV, the Defendants and their officers, agents, servants, employees, attorneys, and all persons or entities directly or indirectly under the control of any of them, including any financial institution, and all other persons or entities acting in concert or participation with any of them who are served with a copy of this Order by personal service, facsimile, or otherwise, are hereby temporarily restrained and enjoined from directly or indirectly:

A. Selling, liquidating, assigning, transferring, converting, loaning, encumbering, pledging, concealing, dissipating, spending, withdrawing, or otherwise disposing of any funds, real or personal property, or other assets or any interest therein, wherever located, including any assets outside the territorial United States, which are:

1. in the actual or constructive possession of any Defendant; or
2. owned or controlled by, or held, in whole or in part for the benefit of, or subject to access by, or belong to, any Defendant; or
3. in the actual or constructive possession of, or owned or controlled by, or subject to access by, or belong to, any corporation, partnership, trust or other entity directly or indirectly under the control of Defendants.

B. Opening or causing to be opened any existing or new safe deposit boxes titled in the name of any Defendant, or subject to access by any Defendant.

C. Incurring charges on any credit card issued in the name, singly or jointly, or any Defendant.

D. Transferring any funds or other assets subject to this Order for attorneys' fees, ordinary and reasonable expenses necessary to preserve the Defendants' assets (i.e. making mortgage payments) except from accounts or other assets identified by prior written notice to the Plaintiff and prior approval by the Court; provided, however, that no such expenditures shall be paid from funds or other assets subject to this Order until the financial statements required by Paragraph VI are provided to counsel for the Plaintiff.

E. Notwithstanding the above, Defendant John Benjamin Stewart, Jr. may pay from Farmers & Merchants Bank account number _____ in the name of Ben and Janice Stewart, reasonable, usual, ordinary, and necessary living expenses and attorney's fees, not to exceed \$10,000, prior to the submission of the financial statements required by Paragraph VI.

F. The following bank accounts shall remain free of the asset freeze provisions of this Order, but subject to all the limitations otherwise specified in this Order and in the September 10, 2003 Order of this Court, and shall only be used for reasonable and ordinary business expenses:

1. At Farmers & Merchants Bank:

Preferred Choice Auto Club, Inc.

Pinewood Hunting, Inc.

Stewart Insurance Ltd.

J & J Reinsurance, Ltd.

JBS Management, Inc.

Stewart & Lawrence Ins. Agency of GA

2. At Bank of America:

Stewart Cash Advance, Inc.

Stewart Cash Advance-Aiken

Stewart Cash Advance-Orangeburg

Stewart Cash Advance-West Columbia

Stewart Cash Advance-Camden

3. At Farmers Bank:

Stewart Insurance & Realty

Union Hosiery, Inc.

4. At Citizens Union Bank:

Stewart Insurance & Realty

Sibley Avenue Enterprises

5. At Branch Banking & Trust (BB&T):

Sibley Avenue Enterprises

The Point Rental

6. At SunTrust Bank:

The Point Rental

Pinewood Hunting, Inc.

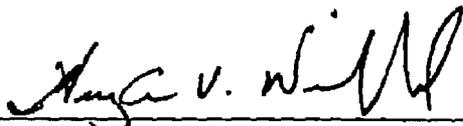
G. The funds, property and assets affected by this Paragraph IV shall include both existing assets and assets acquired after the effective date of this Order, including without limitation, those acquired by loan or gift. Defendants shall hold all

assets, including without limitation, payments, loans, and gifts, received after service of this Order.

H. The financial account numbers enumerated above shall be redacted from any copies of this Order filed publicly with the Clerk of this Court. Furthermore, the parties shall not distribute a copy of the non-redacted version of this Order except to financial institutions.”

All other terms and provisions of this Court’s Consent Order of September 10, 2003 shall remain in full force and effect.

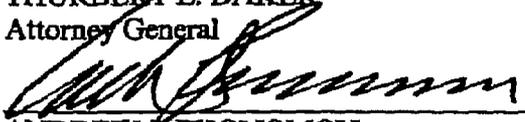
SO ORDERED this 10th day of September, 2003.



HUGH V. WINGFIELD, III, Judge
Superior Court of Greene County
Ocmulgee Judicial Circuit

Consented to:

THURBERT E. BAKER
Attorney General



ANDREW J. EKONOMOU
Special Assistant Attorney General
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