

**IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA**

REDSTONE ADVANCE, INC.,
Plaintiff,

CASE NO.: 01-2023-CA-001774
Circuit Civil Division J

-vs-

BIG DADDY UNLIMITED, INC.;
MCKNIGHT PARTNERS;
MCKNIGHT ASSOCIATES;
ANTHONY M. MCKNIGHT;
BIG DADDY GUNS 2, INC.;
AMERICA UNLIMITED, INC.;
WFO ENTERPRISES, INC.;
SURVIVAL DISPATCH, INC.;
BIG DADDY ENTERPRISES, INC.;
BIG DADDY ORDINANCE, INC.;
BIG DADDY GUNS, INC.;
TNT AMERICA, INC.;
BIG DADDY HEALTH, INC.;
AMERICAN GUN COALITION, INC.;
BIG DADDY BRANDS, INC.;
BIG DADDY MANUFACTURING, INC.;
OTPYG, INC.,
Defendants.

**ORDER APPOINTING RECEIVER PURSUANT TO
FLORIDA STATUTES § 56.29 AND/OR § 56.10**

THIS CAUSE came before the Court upon the *Judgment Creditor's Motion to Appoint Receiver* (the "Motion"), filed by Redstone Advance, Inc. (the "Judgment Creditor"). The Court, having reviewed the Motion and the record, the Court finds that:

The Judgment Creditor holds an unsatisfied final judgment in this matter in the sum of \$4,402,857.01, exclusive of post judgment interest, against the Judgment Debtors Big Daddy Unlimited, Inc.; McKnight Partners; McKnight Associates; Big Daddy Guns 2, Inc.; America Unlimited, Inc.; WFO Enterprises, Inc.; Survival Dispatch, Inc.; Big Daddy Enterprises, Inc.; Big Daddy Ordinance, Inc.; Big Daddy Guns, Inc.; TNT America, Inc.; Big Daddy Health, Inc.;

American Gun Coalition, Inc.; Big Daddy Brands, Inc.; Big Daddy Manufacturing, Inc.; and OTPYG, Inc. (collectively, the “Judgment Debtors”).

That this is a post-judgment Receivership authorized pursuant to Florida Statutes §§ 56.10 and 56.29. *See Warshall v. Price*, 617 So. 2d 751 (Fla. 4th DCA 1993).

ACCORDINGLY, is **ORDERED** and **ADJUDGED** as follows:

1. The Motion for Appointment of Receiver be and same is hereby **GRANTED**.
2. **Appointment.** Seth R. Heller is hereby appointed as Receiver (the “Receiver”) in this matter and shall immediately take control of the corporate Judgment Debtors, Big Daddy Unlimited, Inc.; McKnight Partners; McKnight Associates; Big Daddy Guns 2, Inc.; America Unlimited, Inc.; WFO Enterprises, Inc.; Survival Dispatch, Inc.; Big Daddy Enterprises, Inc.; Big Daddy Ordinance, Inc.; Big Daddy Guns, Inc.; TNT America, Inc.; Big Daddy Health, Inc.; American Gun Coalition, Inc.; Big Daddy Brands, Inc.; Big Daddy Manufacturing, Inc.; and OTPYG, Inc. (the “Receivership Entities”).
3. **Oath.** Within sixty (60) days of the date of this Order, the Receiver shall file with this Court and Oath of Receiver.
4. **Bond.** The Receiver shall not be required to post a Bond in this post judgment receivership.
5. **Inventory.** The Receiver shall prepare and file in the Court on or before 90 days from the date he takes possession, a full and detailed inventory, under oath, of the real and personal property, assets, and effects of every nature involved in the businesses of which he is hereby given custody.
6. **Power of Receiver.** The Receiver shall have the power and authority to preserve and protect the property, including the power and authority to:

- A. Take all steps necessary to preserve the assets of the Receivership Entities.
- B. The Receiver may collect all receivables, issues, income, deposits, receipts, revenues, royalties, and profits due to the Receivership Entities.
- C. The Receiver may draw, accept, make, execute, endorse, discount or otherwise deal with the checks, promissory notes, letters of credit, credit cards, wire transfers, electronic funds transfers, bills of exchange, mortgages, and other securities for the payment of money.
- D. The Receiver may sue and defend as Receiver of the property in all Courts of this State and employ professionals for assistance. The power to sue shall include, but is *not* limited to, seeking the invalidation of any fraudulent conveyances discovered by the Receiver, pursuing any claims involving director, officer or professional liability, pursuing claims involving, aiding, and abetting breach of fiduciary duty.
- E. The Receiver shall be given full access to the assets, files, papers records, documents, monies, securities, choses in action, books of account, and all other property, real, personal, or mixed of the property, which relate to this receivership and the Receivership Entities (the “Receivership Assets”).
- F. The Judgment Debtors, their agents, attorneys, accountants or employees, and all persons, partnerships or corporations now or hereafter in possession of the Receivership Assets or, or any part thereof, shall forthwith allow the Receiver to have access to and possession of the above records and documents upon reasonable notice and during business hours.

G. The Receiver controls the attorney-client privilege of the Judgment Debtors and may, at his sole discretion, waive the privilege. *See Commodity Futures Trading Commission v. Weintraub*, 471 U.S. 343, 358 (1985).

H. The Receiver shall manage, preserve, protect, and maintain the Receivership Assets in a reasonable, prudent, diligent and efficient manner in accordance with all laws and contractual obligations and shall be solely authorized, should he deem in his business judgment, to place the Judgment Debtors into bankruptcy or an assignment for the benefit of creditors to allow for the orderly liquidation of the Judgment Debtors' assets. Without limitation upon that general duty, the Receiver shall have the following specific duties:

i. Operating Account. Effective immediately upon entry of this Order, the Receiver shall establish and maintain, at a National Bank Association, whose deposits are insured by Federal Deposit Insurance Corporation, one or more separate operating accounts (the "Operating Accounts") into which the Receiver shall deposit all receipts from the Receivership Entities and Receivership Assets, and from which the Receiver shall disburse regularly and punctually, all amounts due and payable as reasonable, necessary and proper operating expenses of the Receivership Entities, upon and after Court approval or upon the written mutual stipulation of the Plaintiff and the Judgment Debtors.

ii. Records. Receiver shall maintain a comprehensive system of office records, books, and accounts concerning the operation of the Receivership Entities. Upon reasonable notice, and at all reasonable times, Judgment Creditor and Judgment Debtors, and their respective agents, attorneys and other representatives shall have reasonable access to such records, accounts and books and to all vouchers, files, and all other

material pertaining to the operation of the Receivership Entities, all of which the Receiver agrees to keep safe, available and separate from any records not having to do with the operation of the Receivership Entities.

iii. Legal Requirements. The Receiver shall ensure that all aspect of the Receivership Entities, and its operation and management, comply with any and all laws, regulations, orders or requirements affecting the Receivership Entities and the Receivership Assets issued by any federal, state, county or municipal authority having jurisdiction thereover.

iv. Access. The Receiver shall have complete access to the property, books, records, documents and papers of the including without limitation, all cash receipts and disbursement journals, all bank accounts, all securities, papers and accounts and records relating thereto. Receiver shall further have complete access to all books and records relating to the receivables and assets to be turned over to the Receiver in the possession of any party hereto.

v. Authority. The Receiver shall have authority to conduct the accounting of the Judgment Debtor's assets and otherwise inquire into all receivables, collections and other assets of the Judgment Debtors as deemed necessary by the Receiver. The Receiver is authorized to liquidate, sell, transfer or other-wise dispose of any of the Receivership Assets upon motion with the Court.

vii. The Receiver may apply to this Court for such powers as are needed to ensure the preservation and dissolution of the Receivership Entities and to ensure the maximum value is obtained therefor from time to time as the Court may determine, the Receiver shall be entitled to reasonable compensation from the assets now held by or in the

possession or control of or which may be received by the Receivership Entities the amounts commensurate with his duties and obligations under the circumstances. The Receiver and his professionals shall bill a blended hourly rate of no more than \$350.00 per hour. The Receiver and his professionals shall be entitled to apply for compensation once every 90 days. If there are insufficient funds available in the estate of the Receivership Entities the Plaintiff shall reimburse the Receiver and his professionals.

7. **Cooperation.** The parties hereto, their agents, employees, directors and shareholders who receive notice of this Order are hereby ordered to make available to the Receiver immediately, all original records and documents of whatever description in the possession or under the control of each that in any way relate to the business affairs and assets of the Receivership Entities. Sole power to act on behalf of the Receivership Entities is hereby vested in the Receiver and, the Judgment Debtors, their agents, servants, employees, representatives, officers, directors, partners, members, owners, stockholders and attorneys are hereby enjoined from acting or purporting to act on behalf of the Receivership Entities, in any manner whatsoever. Any acts taken in violation of this paragraph or this Order are hereby deemed null and void and shall be of no further force or effect.

8. **Quarterly Reports.** The Receiver is directed to prepare, on or before the twentieth (20th) day following the end of each quarter, commencing 90 days after the date of this Order, so long as the Receivership Entities and its property shall remain in his possession or care, a full and complete report, under oath, setting forth all receipts and disbursements, cash flow, 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 is directed to serve a copy of each report on each of the attorneys of record for the parties herein or the party if not represented.

9. **Fees.** The Receiver and his professionals shall be entitled to payment of fees and costs for their services at a blended rate of \$350.00 per hour plus reimbursement of costs. The Receiver shall prepare a monthly bill for his services which shall be delivered to counsel of record and any that is unrepresented. The Receiver shall pay 80% of his monthly bill upon receipt. Counsel of record shall have 10 days upon receipt of Receiver's bill to object to said bill. If no objection is given by counsel of record, the remaining 20% of the Receiver's bill shall be paid. If there is an objection, the remaining 20% shall not be paid until approved by the Court. In the event the income derived from the Receivership Entities is insufficient to pay the Receiver, Plaintiff shall pay same to the Receiver and issue a certificate of indebtedness which shall be a priority claim over the Receivership Assets with a priority over all creditors of the Receivership Entities.

10. **Judicial Immunity.** The Receiver shall have judicial immunity to the extent he complies with this Order and all subsequent orders of this Court.

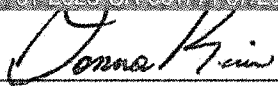
11. **No Interference.** Except as otherwise requested or authorized by the Receiver, the Judgment Debtors, and their agents, servants, employees, representatives, and attorneys are hereby enjoined from collecting, or attempting to collect, the tangible and intangible personal property, the assets, the rents, receivables, income, revenues, profits and bank accounts of the Receivership Entities and from interfering in any manner with the management of the Receivership Entities and the Receivership Assets by the Receiver as hereinabove described until further order of this Court. The Judgment Creditor is not prohibited from enforcing and/or attempting to collect any unpaid portions of their judgments.

12. Retention of Professionals. The Court recognizes that it may be necessary to engage the services of professionals in order for the Receiver to faithfully discharge his duties hereunder. The Receiver is hereby empowered, in his discretion, to hire and employ legal counsel, special counsel, accountants and consultants (“Outside Professionals”), including entities of which Receiver is a shareholder, to furnish legal, accounting and other advice to the Receiver for such purposes as may be reasonable and necessary during the period of the Receivership. The Receiver is authorized to pay from the Businesses funds, eighty percent (80%) of the standard fees and one hundred percent (100%) of the costs of such Outside Professionals upon receipt of a bill from the Outside Professional. The monthly twenty percent (20%) of fees withheld shall be subject to a final application to the Court for approval of all fees and expenses of such Outside Professional which shall include the twenty percent (20%) of fees withheld. Consistent with this paragraph, Outside Professionals shall make quarterly fee applications to the Court with a final fee application to the Court at the conclusion of the case.

13. Payments. This is a post judgment receivership. Therefore, the primary fiduciary duty of the Receiver is to make payment to the Judgment Creditor in the above-captioned matter. The Receiver may disburse and dissemble funds to the Judgment Creditor upon the approval of the Court. Such disbursements shall first be applied to certificates of indebtedness and then to satisfy the Judgment.

14. Jurisdiction. The Court shall retain jurisdiction of this matter for all purposes.

DONE AND ORDERED in Chambers, Alachua County, Florida on this Monday, July 29, 2024.

01-2023-CA-001774 07/29/2024 08:20:34 AM

Donna M. Keim, Circuit Judge
01-2023-CA-001774 07/29/2024 08:20:34 AM

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the above has been served to the parties listed below by First Class US Mail or by E-Service on this Monday, July 29, 2024.

MORGAN B EDELBOIM, ESQ
morgan@elrolaw.com
eservice@elrolaw.com
virginia@elrolaw.com

BIG DADDY UNLIMITED, INC.
c/o Steven Kalishman, P.A.
5055 Southwest 91st Terr.
Gainesville, FL 32608

MCKNIGHT PARTNERS
c/o Anthony M. McKnight
27831 NW 46th Ave
Newberry, FL 32669

MCKNIGHT ASSOCIATES
c/o Anthony M. McKnight
27831 NW 46th Ave
Newberry, FL 32669

ANTHONY M MCKNIGHT
27831 NW 46th Ave
Newberry, FL 32669

BIG DADDY GUNS 2, INC.
7600 NW 5th Place, Suite B
Gainesville, FL 32607

AMERICA UNLIMITED, INC.
c/o Emmett Mitchell IV
2806 Rebecca Dr.
Tallahassee, FL 32312

WFO ENTERPRISES, INC.
c/o Steven Kalishman, P.A.
5055 Southwest 91st Terr.
Gainesville, FL 32608

SURVIVAL DISPATCH, INC.
7901 4th St. N., Suite 300
St. Petersburg, FL 33702

BIG DADDY ENTERPRISES, INC.
7600 NW 5th Place, Suite B
Gainesville, FL 32607

BIG DADDY ORDINANCE, INC.
7901 4th St. N., Suite 300
St. Petersburg, FL 33702

BIG DADDY GUNS, INC.
c/o Steven Kalishman, P.A.
5055 Southwest 91st Terr.
Gainesville, FL 32608

TNT AMERICA, INC.
c/o Steven Kalishman, P.A.
5055 Southwest 91st Terr.
Gainesville, FL 32608

BIG DADDY HEALTH, INC.
7901 4th St. N., Suite 300
St. Petersburg, FL 33702

AMERICAN GUN COALITION,

BIG DADDY BRANDS, INC.

INC.
7600 NW 5th Place, Suite B
Gainesville, FL 32607

7901 4th St. N., Suite 300
St. Petersburg, FL 33702

BIG DADDY MANUFACTURING,
INC.
4th St. N., Suite 300
St. Petersburg, FL 33702

OTPYG, INC.
c/o Northwest Registered Agent LLC
7901 NW 4th St. N., Suite 300
St. Petersburg, FL 33702

Olivia Angelica Webb
olivia@elrolaw.com

Steven Kalishman
steve@kalishmanlaw.com

Todd Feldman, Esq.
todd@tfeldmanlaw.com

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Theresa Hall, Judicial Assistant
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