

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2021-026520-CA-01

SECTION: CA44

JUDGE: Lisa Walsh

Stephen Ezekiel Joseph et al

Plaintiff(s)

vs.

Daily Bread, LLC

Defendant(s)

_____ /

ORDER DISCHARGING RECEIVER AND CLOSING RECEIVERSHIP

THIS CAUSE having come before the Court as an agreed request by Scott M. Dimond (“Mr. Dimond”), as Receiver of Daily Bread, LLC, pursuant to the Court’s December 14, 2021 Order Granting Plaintiffs’ Emergency Motion for Appointment of Receiver (the “Appointment Order”), and upon the pending establishment of the Trust and the transfer of all remaining Receivership assets thereto pursuant to the Order Granting Motion to Convert Remaining Dormant Assets into a Form of Trusteeship entered on March 30, 2026 (the “Conversion Order”), and the Court having considered the matter and being otherwise duly advised in the premises, it is hereby:

ORDERED AND ADJUDGED:

1. The Court finds that Scott M. Dimond (the “Receiver”) has completed all duties required of him in his capacity as Court-appointed Receiver over Daily Bread, LLC (hereinafter, “Daily Bread”), including his ongoing efforts to transfer of all remaining Receivership assets and records to the Trust established pursuant to the Conversion Order and the Proposed Remediation Trust Framework filed on November 20, 2024 (D.E. 153).
2. The Court finds that no remaining Receivership assets exist outside of those being transferred

to the Trust, that all financial obligations of the Receivership have been accounted for and resolved or otherwise provided for, and that no judicial labor remains with respect to the Receivership.

3. Scott M. Dimond, individually and as the Receiver of Daily Bread, as well as his counsel, Adam J. Stolz, Esq., Homer Bonner Jacobs Ortiz & Dimond, P.A., Lorenz M. Pruss, Esq., and Dimond Kaplan & Rothstein, P.A. (collectively, the “Receiver’s Counsel”), are hereby forever DISCHARGED and RELEASED from any further duties, obligations, responsibilities and liabilities of, or in any way arising out of, the acts or omissions of the Receiver while acting in his individual capacity or his in capacity as Receiver, except as otherwise expressly provided by applicable law. The Receiver and the Receiver’s Counsel shall not be liable for any act or omission taken in good faith and within the scope of the authority conferred by the Court, and no liability shall attach absent a showing of actual fraud or willful misconduct. Without limiting the generality of the foregoing, the Receiver and the Receiver’s Counsel are hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in these proceedings, whether known or unknown, direct or derivative, or whether sounding in tort, contract, equity, statute, or otherwise.
4. Notwithstanding the foregoing, the Receiver and the Receiver’s Counsel shall continue to have the benefit of the provisions of all Orders made in the above-captioned proceeding, including all approvals and protections in favor of and in their capacity as Receiver and Receiver’s Counsel. For example, without limitation, the Receiver shall retain the authority to take any actions necessary to effectuate the provisions of such Orders, including the Conversion Order and this Order.
5. To the extent any party or person seeks to bring a claim or action against the Receiver and/or the Receiver’s Counsel for actions related to the Receiver’s and the Receiver’s Counsel’s roles or the subject of the Appointment Order, such party or person must seek leave of this Court by showing good cause prior to doing so. Any such application must be made by

written motion on notice, including notice to the Receiver and Receiver's Counsel, and the burden shall be on the applicant to establish good cause with particularized facts and legal authority. The Receiver and the Receiver's Counsel shall have the right to oppose any such application and be entitled to seek an award of fees and costs incurred in connection therewith. Any fees and costs incurred by the Receiver and the Receiver's Counsel in responding to any application for leave shall be recoverable from the applicant.

6. The Receivership established pursuant to this Court's December 14, 2021 Order Granting Plaintiffs' Emergency Motion for Appointment of Receiver is hereby CLOSED and TERMINATED.
7. Because Scott M. Dimond shall be duly appointed as the initial Trustee of the Trust pursuant to the Conversion Order, the transfer of all authority, rights, records, and assets from the Receivership to the Trust shall be complete and effective, and no further transfer proceedings are required, upon final execution of a Trust document substantially in conformity with the Proposed Remediation Trust Framework filed on November 20, 2024 (D.E. 153).
8. The Court retains jurisdiction solely to the extent provided in the Conversion Order, including without limitation, exclusive jurisdiction over any disputes concerning the retention, compensation, or scope of authority of Class Counsel in connection with the Trust, and for such other purposes as are necessary to enforce the Court's Final Order and Judgment, the Conversion Order, this Agreed Order Discharging Receiver, the discharge and release provisions herein, any application for leave to assert claims against the Receiver and the Receiver's Counsel, disputes and controversies related to the Trust, and over any petition for fees and costs incurred by the Receiver and the Receiver's Counsel in connection with the transition of control, documents, and information from the Receiver to any party or third-party, including costs incurred after entry of this Order as part of the discharge process.
9. This Agreed Order of Discharge is intended to be a final, appealable order as to the discharge and release of the Receiver and the Receiver's Counsel.

10. The Clerk of Court is directed to CLOSE this case.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 7th day of June, 2026.

A handwritten signature in black ink, appearing to read 'Lisa Walsh', is positioned above a faint digital timestamp.

2021-026520-CA-01 06-07-2026 9:14 AM

Hon. Lisa Walsh

CIRCUIT COURT JUDGE

Electronically Signed

Final Order as to All Parties UCR #: **CA010** (Disposed by Judge)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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