

**IN THE CIRCUIT COURT OF                      COUNTY, MISSISSIPPI**

**PLAINTIFF**

**VS.**

**NO.**

**DEFENDANT**

**ORDER OF THE COURT AND PRELIMINARY INJUNCTION**

THIS CAUSE this day came on for hearing on Plaintiff's Motion for Preliminary Injunction, and the Court having heard and considered the evidence and argument of counsel, as well as the Affidavits and Complaint filed herein, finds as follows:

1. This Court has jurisdiction of the parties hereto and the subject matter herein.
2. That the hearing on Plaintiff's Motion for Preliminary Injunction was held upon sufficient notice to Defendant .
3. That on , , pursuant to the Temporary Restraining Order and Order of the Court entered in the above styled and numbered cause of action on , the County Sheriffs Department took possession of a , VIN , and turned the vehicle over to the duly appointed Trustee, who was ordered to safeguard the vehicle pending a final judgment on the merits of this case, or until further Order of this Court.
4. That this Court further finds that Plaintiff has alleged in its Complaint that on or about , Defendant appeared at Plaintiffs automobile dealership and purchased a for \$ . That Defendant tendered a check to Defendant drawn on in the amount of the full purchase price for payment of the .
5. Based upon the Affidavit of , an Officer of , not only did Defendant not have sufficient funds in his/her account to cover the aforesaid check, but no such account existed, and further did not have any checking account at at the time the check was tendered.
6. Based upon the Affidavit of an employee of Plaintiff, numerous attempts had been made by Plaintiff to secure either a replacement check or other payment for the . Based upon this Affidavit, allegedly informed Plaintiff that his/her husband/wife had the in and that he/she would not return until , .
7. Based upon the Affidavit of , General Manager of , on , Defendant brought the into the dealership located in , Mississippi, and had it appraised. Further, on , purchased the from Defendant, who endorsed the check back to as payment in full of a ( ) month lease on a , VIN . All of this was apparently done without any knowledge by of any problems with the purchase of the by the Defendant from Plaintiff.
8. Based on the foregoing, this Court finds that there is a substantial likelihood that the Plaintiff will prevail upon the merits of its case.
9. Further, this Court also finds sufficient evidence and proof that the Defendant intends to frustrate Plaintiff's judgment on the merits by making it uncollectible. Therefore, if there is also a substantial likelihood that the Plaintiff will suffer irreparable harm should this injunction not issue. The Court further finds that the likelihood of irreparable harm to the Plaintiff should the injunction not issue far and outweighs the likelihood of harm to the Defendant should the injunction issue.
10. Finally, this Court finds that the issuance of the preliminary injunction would not adversely effect the public interest.

11. The Court further finds that on \_\_\_\_\_, \_\_\_\_\_, that Defendant pleaded guilty to three counts of issuing, uttering and/or delivering a check, draft or order at a time when he/she did not have sufficient funds on deposit for payment. In each of the three counts, Defendant was sentenced to \_\_\_\_\_ months in the \_\_\_\_\_ County Jail, said sentence to run consecutively. Said jail time was suspended and Defendant was placed on \_\_\_\_\_ years unsupervised probation. This occurred in the County Court of \_\_\_\_\_ County, Mississippi and the cause of action was styled, State of Mississippi vs. \_\_\_\_\_, number \_\_\_\_\_.

IT IS THEREFORE ORDERED AND ADJUDGED that a preliminary injunction should issue against Defendant \_\_\_\_\_, requiring his/her to release the aforementioned \_\_\_\_\_ to the possession of \_\_\_\_\_ who shall be and hereby is ordered to continue in his/her capacity of Trustee, and is ordered to safeguard the vehicle pending a final judgment on the merits or further Order of this Court.

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff \_\_\_\_\_ shall be required to continue in effect its cash bond of \$ \_\_\_\_\_ which has been heretofore posted into the registry of the \_\_\_\_\_ County Circuit Court as adequate security for this preliminary injunction.

IT IS FURTHER ORDERED that the Trustee, \_\_\_\_\_ is authorized to negotiate with \_\_\_\_\_ and \_\_\_\_\_ for the reasonable termination of the \_\_\_\_\_ ( \_\_\_\_\_ ) month lease on the \_\_\_\_\_, as well as for the release and sale for a reasonable price of the \_\_\_\_\_, with the net proceeds (sales price less reasonable costs of sale less reasonable costs of terminating the lease) being thereafter held by the Trustee in an interest-bearing account pending further Order of this Court.

SO ORDERED AND ADJUDGED, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock a.m./p.m.

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Circuit Court Judge

PRESENTED BY:

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Telephone:  
MSB #  
Attorney for