UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 0:17-cv-60907-FAM

FEDERAL TRADE COMMISSION
and STATE OF FLORIDA,

Plaintiffs,

vs.

JEREMY LEE MARCUS, *et al.*

Defendants.

_____/

DEFENDANTS' AMENDED ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFFS' FIRST AMENDED COMPLAINT FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF

Defendants Craig D. Smith and Yisbet Segrea, by and through undersigned counsel, hereby file their Amended Answer and Affirmative Defenses in opposition to the First Amended Complaint for Permanent Injunction and Other Equitable Relief and state as follows:

1. Defendants admit that the Federal Trade Commission ("FTC") purports to bring this action to seek relief under the Federal Trade Commission Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act and FTC's Telemarketing Sales Rule. To the extent a response is required, Defendants deny the allegations contained in Paragraph 9 of the Complaint.

2. Defendants admit that the State of Florida purports to bring this action to seek relief under the Florida Deceptive and Unfair Trade Practices Act and the Telemarketing and Consumer Fraud and Abuse Prevention Act. To the extent a response is required, Defendants deny the allegations contained in Paragraph 9 of the Complaint.

SUMMARY OF THE CASE

3. Defendants deny the allegations in paragraph 3 of the Complaint.

4. Defendants deny the allegations in paragraph 4 of the Complaint.

5. Defendants deny the allegations in paragraph 5 of the Complaint.

6. Defendants deny the allegations in paragraph 6 of the Complaint.

7. Defendants deny the allegations in paragraph 7 of the Complaint.

8. Defendants deny the allegations in paragraph 8 of the Complaint.

JURISDICTION AND VENUE

9. Paragraph 9 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 9 of the Complaint.

10. Paragraph 10 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 10 of the Complaint.

11. Paragraph 11 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 11 of the Complaint.

PLAINTIFFS

12. With regard to the allegations contained in Paragraph 12 of the Complaint, the cited legal provisions speak for themselves, and Defendants deny any characterization thereof. Defendants respectfully refer the Court to the cited legal provisions for a complete and accurate statement of their contents.

13. With regard to the allegations contained in Paragraph 13 of the Complaint, the cited legal provisions speak for themselves, and Defendants deny any characterization thereof. Defendants respectfully refer the Court to the cited legal provisions for a complete and accurate statement of their contents.

14. With regard to the allegations contained in Paragraph 14 of the Complaint, the cited legal provisions speak for themselves, and Defendants deny any characterization thereof. Defendants respectfully refer the Court to the cited legal provisions for a complete and accurate statement of their contents.

DEFENDANTS

15. Defendants admit that Jeremy Lee Marcus is the owner, officer, principal, manager and director of the Corporate Defendants[1]. Defendants further admit that Jeremy Lee Marcus resides and transacted business in this district. Defendants deny the remainder of the allegations contained in Paragraph 15.

16. Defendants admit that Craig Davis Smith transacted business in this district. Defendants deny the remainder of the allegations contained in Paragraph 16.

17. Defendants admit that Yisbet Segrea resides and transacted business in this district. Defendants deny the remainder of the allegations contained in Paragraph 17.

[1] Corporate Defendants shall mean Financial Freedom National, Inc., 321Loans, Inc., Instahelp America, Inc., Helping America Group, LLC, Breeze Financial Solutions, Inc., US Legal Club, LLC, Active Debt Solutions, LLC, Guardian LG, LLC, American Credit Security, LLC, Paralegal Support Group, LLC, Associated Administrative Services, LLC, Viking Management Services LLC, Cockburn & Associate LLC, Omni Management Partners LLC, HP Media, Inc., White Light Media LLC, and Discount Marketing USA S.A.

18. Defendants admit that Financial Freedom National, Inc. is a Florida corporation with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 18.

19. Defendants admit that 321Loans, Inc. is a Florida corporation with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 19.

20. Defendants admit that Instahelp America, Inc. is a Florida corporation with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 20.

21. Defendants admit that Helping American Group, LLC is a Florida limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 21.

22. Defendants admit that Breeze Financial Solutions, Inc. is a Florida corporation with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 22.

23. Defendants admit that US Legal Club, LLC is a Florida limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 23.

24. Defendants admit that Active Debt Solutions, LLC is a Florida limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 24.

25. Defendants admit that Guardian LG, LLC is a Florida limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 25.

26. Defendants admit that American Credit Security, LLC is a Florida limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 26.

27. Defendants admit that Paralegal Support Group, LLC is a Florida limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 27.

28. Defendants admit that Associated Administrative Services, LLC is a Florida limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 28.

29. Defendants admit that Viking Management Services, LLC is a limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 29.

30. Defendants admit that Cockburn & Associate LLC is a Florida limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 30.

31. Defendants admit that Omni Management Partners LLC is a Florida limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 31.

32. Defendants admit that HP Media, Inc. is a Florida corporation with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 32.

33. Defendants admit that White Light Media LLC is a limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 33.

34. Defendants admit that Discount Marketing USA S.A. is a Panamanian entity with its principal place of business at Torre Global Bank, Piso 14, Calle 50, Panama City, Panama. Defendants deny the remainder of the allegations contained in Paragraph 34.

35. Defendants admit that the Florida Relief Defendants are Florida limited liability companies with a principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 35.

36. Defendants admit that Halfpay International, LLC is a Delaware limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 36.

37. Defendants admit that Halfpay NV LLC is a Nevada limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 37.

38. Defendants admit that Nantucket Cove of Illinois, LLC is an Illinois limited liability company with its principal place of business at 1410 SW 3rd Street, Pompano Beach, Florida 33069. Defendants deny the remainder of the allegations contained in Paragraph 38.

39. Defendants admit that Jack Marcus resides in this district. Defendants deny the remainder of the allegations contained in Paragraph 39.

40. Defendants admit that Teresa Duda resides in this district. Defendants deny the remainder of the allegations contained in Paragraph 40.

41. Defendants admit that James Marcus resides in this district. Defendants deny the remainder of the allegations contained in Paragraph 41.

COMMON ENTERPRISE

42. Defendants deny the allegations contained in Paragraph 42.

COMMERCE

43. Defendants deny the allegations contained in Paragraph 43.

DEFENDANTS' BUSINESS ACTIVITIES

44. Defendants deny the allegations contained in Paragraph 44.

Defendants' Bogus Loan Campaign

45. Defendants deny the allegations contained in Paragraph 45.

46. Defendants state that the documents referred to in Paragraph 46, to the extent such documents exist, speak for themselves. Defendants deny the remainder of the allegations contained in Paragraph 46.

47. Defendants state that the document referred to in Paragraph 47, to the extent such document exists, speaks for itself. Defendants deny the remainder of the allegations contained in Paragraph 47.

48. Defendants state that the website referred to in Paragraph 48, to the extent such website exists, speaks for itself. Defendants deny the remainder of the allegations contained in Paragraph 48.

49. Defendants state that the website referred to in Paragraph 49, to the extent such website exists, speaks for itself. Defendants deny the remainder of the allegations contained in Paragraph 49.

50. Defendants state that the website referred to in Paragraph 50, to the extent such website exists, speaks for itself. Defendants deny the remainder of the allegations contained in Paragraph 50.

51. Defendants state that the website referred to in Paragraph 51, to the extent such website exists, speaks for itself. Defendants deny the remainder of the allegations contained in Paragraph 51.

52. Defendants deny the allegations contained in Paragraph 52.

53. Defendants deny the allegations contained in Paragraph 53.

54. Defendants deny the allegations contained in Paragraph 54.

55. Defendants deny the allegations contained in Paragraph 55.

56. Defendants deny the allegations contained in Paragraph 56.

Defendants' Account Takeover Campaign

57. Defendants deny the allegations contained in Paragraph 57.

58. Defendants deny the allegations contained in Paragraph 58.

Regardless of the Campaign, Consumers Get Nothing for Their Money

59. Defendants deny the allegations contained in Paragraph 59.

60. Defendants deny the allegations contained in Paragraph 60.

61. Defendants deny the allegations contained in Paragraph 61.

62. Defendants deny the allegations contained in Paragraph 62.

63. Defendants deny the allegations contained in Paragraph 63.

64. Defendants deny the allegations contained in Paragraph 64.

65. Defendants deny the allegations contained in Paragraph 65.

All Corporate Defendants Are For-Profit Entities

66. Defendants deny the allegations contained in Paragraph 66.

67. Defendants deny the allegations contained in Paragraph 67.

68. Defendants deny the allegations contained in Paragraph 68.

VIOLATIONS OF THE FTC ACT

69. Paragraph 69 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 69 of the Complaint.

70. Paragraph 70 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 70 of the Complaint.

COUNT I

Misrepresentations in Violation of Section 5(a) (By Plaintiff FTC)

71. Defendants deny the allegations contained in Paragraph 71.

72. Defendants deny the allegations contained in Paragraph 72.

73. Defendants deny the allegations contained in Paragraph 73.

VIOLATIONS OF THE TELEMARKETING SALES RULE

74. Paragraph 74 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 74 of the Complaint.

75. Paragraph 75 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 75 of the Complaint.

76. Paragraph 76 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 76 of the Complaint.

77. Paragraph 77 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 77 of the Complaint.

78. Paragraph 78 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 78 of the Complaint.

79. Paragraph 79 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 79 of the Complaint.

80. Paragraph 80 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 80 of the Complaint.

COUNT II

Misrepresentations About Debt Relief Services
(By Both Plaintiffs)

81. Defendants deny the allegations contained in Paragraph 81.

82. Defendants deny the allegations contained in Paragraph 82.

COUNT III

Advance Fee for Debt Relief Services
(By Both Plaintiffs)

83. Defendants deny the allegations contained in Paragraph 83.

84. Defendants deny the allegations contained in Paragraph 84.

VIOLATIONS OF THE FLORIDA UNFAIR AND DECEPTIVE TRADE PRACTICE ACT

COUNT IV

Advance Fee for Debt Relief Services
(By Both Plaintiffs)

85. Paragraph 85 contains no factual allegations, such that no response is required. To the extent a response is required, Defendants incorporate their responses in Paragraphs 1 through 59 as if fully set forth herein.

86. Paragraph 86 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 86 of the Complaint.

87. Defendants deny the allegations contained in Paragraph 87.

88. Defendants deny the allegations contained in Paragraph 88.

89. Defendants deny the allegations contained in Paragraph 89.

90. Defendants deny the allegations contained in Paragraph 90.

RELIEF DEFENDANTS

COUNT V

(By Both Plaintiffs)

91. Defendants deny the allegations contained in Paragraph 91.

92. Defendants deny the allegations contained in Paragraph 92.

93. Defendants deny the allegations contained in Paragraph 93.

CONSUMER INJURY

94. Defendants deny the allegations contained in Paragraph 94.

THE COURT'S POWER TO GRANT RELIEF

95. Paragraph 95 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 95 of the Complaint.

96. Paragraph 96 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 96 of the Complaint.

97. Paragraph 97 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 97 of the Complaint.

98. Paragraph 98 of the Complaint states a legal conclusion as to which no response is required. To the extent a response is required, Defendants deny the allegations contained in Paragraph 98 of the Complaint.

PRAYER FOR RELIEF

99. Defendants deny that Plaintiffs are entitled to any relief, and demand entry of judgment in their favor.

DEFENDANTS' DEFENSES AND AFFIRMATIVE DEFENSES

Defendants Craig D. Smith and Yisbet Segrea assert the following defenses and affirmative defenses in accordance with Rule 8 and 12 of the Federal Rules of Civil Procedure:

Defense

100. Pursuant to Fed. R. Civ. P 12(b)(6), Defendants assert that Plaintiffs' Complaint fails to state a plausible claim for relief against it under all theories asserted therein.

First Affirmative Defenses

101. Without admitting any violation of any law, some or all of the allegedly violative statements alleged in the Complaint, if such statements were made, were not false or misleading statements of material fact, but were good faith sales practices.

Second Affirmative Defenses

102. Without admitting any violation of any law, the Complaint fails to state a claim upon which relief can be granted under Section 5 of the FTC Act, 15 U.S.C. § 45(a), and FTC's Telemarketing Sales Rule, 16 C.F.R. Part 310. The Plaintiffs have failed to demonstrate that any material representations of either of the Defendants were likely to mislead customers acting reasonably under the conditions and circumstances.

Third Affirmative Defenses

103. Without admitting any violation of any law, any injury or harm to any individual consumer or to the public in general alleged by the Plaintiffs in the Complaint was caused by acts or omissions of a third-party over which these Defendants had no authority or control.

Fourth Affirmative Defenses

104. Without admitting any violation of any law, the Plaintiffs' claims, or parts thereof, are barred by the doctrine of accord and satisfaction.

Fifth Affirmative Defenses

105. Without admitting any violations occurred, any alleged violations by Defendants, if any such violations occurred on its behalf, did not rise to the level of demonstrating the likelihood of repetition required to support relief, including injunctive relief, against Defendants.

Sixth Affirmative Defenses

106. Without admitting any violation of any law, to the extent Plaintiffs seek equitable relief, the balance of equities tips in favor of Defendants, as imposition of such relief would cause undue hardship to Defendants.

Seventh Affirmative Defenses

107. Without admitting any violation of any law and at all times material herein, the Defendants relied on the advice of counsel, including, but not limited to, the legal advice of Franqui Totten, LLP. Franqui Totten, LLP was counsel to Jeremy Lee Marcus, Corporate Defendants, Florida Relief Defendants, Nevada Relief Defendants, Illinois Relief Defendants and Delaware Relief Defendants and provided legal advice, relayed to Defendants in their capacity as employees, that all actions of Defendants, Jeremy Lee Marcus, Corporate

Defendants, Florida Relief Defendants, Nevada Relief Defendants, Illinois Relief Defendants and Delaware Relief Defendants were legal under applicable Federal and state law. Defendants relied on the advice of counsel, including, but not limited to, the legal advice of Franqui Totten, LLP, in good faith. Counsel, including but not limited to Franqui Totten, LLP, had all material facts including, but not limited to: Defendants' employment; the terms of Defendants' employment; the operations and actions of Corporate Defendants; the operations and actions of Florida Relief Defendants; the operations and actions of Nevada Relief Defendants; the operations and actions of Illinois Relief Defendants; the operations and actions of Delaware Relief Defendants; the operations and actions of Jeremy Lee Marcus; and all other facts material to the Complaint. Jeremy Lee Marcus, individually and through Corporate Defendants, Florida Relief Defendants, Nevada Relief Defendants, Illinois Relief Defendants and Delaware Relief Defendants, employed, directed, controlled and had the sole authority to direct the Defendants' actions as staff, personnel, employees and/or workers. Counsel had all material facts that are relevant to the advice for which an attorney was consulted.

Eighth Affirmative Defenses

108. Without admitting any violation of any law and at all relevant times, these answering Defendants acted in good faith and in a lawful manner toward consumers and in conformity with all applicable laws and regulations. Defendants were advised by Jeremy Lee Marcus, counsel to Jeremy Lee Marcus, counsel to Corporate Defendants, counsel to Florida Relief Defendants, counsel to Nevada Relief Defendants, counsel to Illinois Relief Defendants and counsel to Delaware Relief Defendants that the various advertising and promotional materials and activities complied with all Federal and state laws and regulations. The Defendants

relied on such approval at all times material to this case and, as such, had no intent to deceive or mislead consumers at any time.

Ninth Affirmative Defenses

109. Without admitting any violation of any law, the Defendants were purely employees, staff and/or personnel of Jeremy Lee Marcus, Corporate Defendants, Florida Relief Defendants, Nevada Relief Defendants, Illinois Relief Defendants and/or Delaware Relief Defendants. The Defendants did not employ, direct, control nor did they have the authority to employ, direct, or control Jeremy Lee Marcus, Corporate Defendants, Florida Relief Defendants, Nevada Relief Defendants, Illinois Relief Defendants and/or Delaware Relief Defendants. The Defendants' actions as staff, personnel, employees and/or workers was performed at the direction of Jeremy Lee Marcus and the officers, directors, and managers of the Corporate Defendants, Florida Relief Defendants, Nevada Relief Defendants, Illinois Relief Defendants and/or Delaware Relief Defendants.

Tenth Affirmative Defenses

110. Without admitting any violation of any law, Defendants did not breach any lawful duty owed to consumers for the transactions and events which are the subject matter of the Complaint.

Eleventh Affirmative Defenses

111. Without admitting any violation of any law, Defendants acted in conformity with commercial standards and with reasonableness in discharging their duties, if owed.

Twelfth Affirmative Defenses

112. Without admitting any violation of any law, the consumers alleged in the Complaint did not reasonably rely on representations or affirmations, if any, made by Defendants.

Thirteenth Affirmative Defenses

113. Without admitting any violation of any law, the claims asserted in the Complaint did not result from any misconduct or deceitfulness on the part of these answering Defendants.

Fourteenth Affirmative Defense

114. Without admitting any violation of any law, each and every one of the consumers' alleged rights, claims, and obligations which the FTC seeks to enforce against Defendants are barred by the consumers' conduct, agreement, or otherwise barred by the doctrine of estoppel.

Fifteenth Affirmative Defenses

115. Without admitting any violation of any law, the claims asserted in the Complaint are barred, in whole or in part, because, at all times, the consumers alleged in the Complaint failed to take reasonable efforts to mitigate their damages, if any.

Sixteenth Affirmative Defenses

116. Without admitting any violation of any law, any monetary relief should be offset by the benefit received by consumers, refunds paid to consumers, costs associated with the sale of services, and that any monetary relief awarded the government should be reduced by sums paid in the form of taxes and fees.

Seventeenth Affirmative Defenses

117. Without admitting any violation of any law, the consumers alleged in the Complaint, whose rights the FTC seeks to enforce, have no cause of action for breach of duty because they assumed the risk for all damages alleged.

Eighteenth Affirmative Defenses

118. Without admitting any violation of any law, the remedies and relief sought in the Complaint, if accepted or adopted by this Court, would violate Defendants' First Amendment right to communicate truthful commercial speech. The Corporate Defendants' claims and marketing materials, websites, e-mails, text messages, telephone calls, and related promotional materials (collectively, "Marketing Claims"), are truthful and, to the extent that the FTC perceives any implication arising from the Marketing Claims to be misleading, are fully correctible through the use of reasonable qualifications, which qualifications would be far less speech restrictive than the remedies sought by the FTC.

Nineteenth Affirmative Defenses

119. Without admitting any violation of any law, the FTC's allegations are predicated on arbitrary and capricious regulatory policies that are not based on substantial evidence. The FTC has no legitimate basis to conclude that consumers are being deceived or harmed by the Defendants' activities, given that (i) the number of complaints received by the FTC in this matter are a tiny fraction of the total number of satisfied customers; and (ii) at all times material to this matter, the customers received the exact type and scope of services offered to, and accepted by, such customers.

Twentieth Affirmative Defenses

120. Without admitting any violation of any law, Defendants hereby give notice that they intend to rely upon any other defense that may become available or appear during the course of discovery proceedings in this case. Defendants also hereby reserve the right to assert other and related defenses, as may become available in the event of a determination that this action, or some part thereof, is governed by the substantive law of a state or jurisdiction other than the state of Florida.

WHEREFORE, Defendants, Craig D. Smith and Yisbet Segrea, request:

a) that the Complaint be dismissed with prejudice;

b) that judgment be entered in favor of the Defendants and against the Plaintiffs;

c) that the FTC and the State of Florida, and the consumers it seeks to represent, take nothing by the Complaint;

d) that Defendants be awarded their costs, disbursement, attorneys' fees, and expenses incurred herein; and

e) that Defendants be awarded such other and further relief as the Court may deem proper.

Demand For Jury Trial

Defendants Craig D. Smith and Yisbet Segrea demand a jury on any issue triable of right by a jury.

Dated: October 18, 2017

Respectfully Submitted,

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Counsels for Defendants CRAIG D. SMITH and YISBET SEGREA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY on this 18th day of October, 2017, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify the foregoing document is being served this day on all counsel of record either via transmission of Notices of Electronic Filing generated by CM/ECF or in another authorized manner for those counsel or parties not authorized to receive electronically Notices of Electronic Filing.

/s/ Barry S. Turner
BARRY S. TURNER, ESQ.