UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 17-60907-CIV-MORENO

FEDERAL TRADE COMMISSION, *et al.*,

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al.*,

Defendants.
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RECEIVER JONATHAN E. PERLMAN'S MOTION TO COMPEL TURNOVER OF REAL PROPERTY BY DEFENDANT JEREMY LEE MARCUS OR, ALTERNATIVELY, FOR AN EQUITABLE LIEN

Jonathan E. Perlman, ("Perlman") "Permanent Receiver" for the Receivership Defendants[1] (the "Receiver"), pursuant to the Court's Preliminary Injunction Order Appointing Receiver [ECF No. 21], submits this Motion to Compel Turnover of Real Property located at 300 Royal Plaza Drive, Fort Lauderdale, FL ("Royal Plaza Property" or "Property")[2] by Defendant Jeremy Lee Marcus ("Defendant Marcus" or "Marcus") or, alternatively, for an Equitable Lien

[1] The *Preliminary Injunction Order* (the "PI Order") [ECF No. 21] initially defined the Receivership Defendants as Financial Freedom National, Inc. f/k/a Institute for Financial Freedom, Inc. and Marine Career Institute Sea Frontiers, Inc. also d/b/a 321 Loans, Instahelp America, Inc., Helping America Group, United Financial Support, Breeze Financial Solutions, 321Financial Education, Credit Health Plan, Credit Specialists of America, American Advocacy Alliance, and Associated Administrative Services, 321Loans, Inc., f/k/a 321 Loans, Inc. also d/b/a 321Financial, Inc., Instahelp America, Inc. f/k/a Helping America Team, Inc. also d/b/a Helping America Group, Breeze Financial Solutions, Inc. also d/b/a Credit Health Plan and Credit Maximizing Program, US Legal Club, LLC, Active Debt Solutions, LLC f/k/a Active Debt Solutions, Inc. also d/b/a Guardian Legal Center, Guardian LG, LLC also d/b/a Guardian Legal Group, American Credit Security, LLC f/k/a America Credit Shield, LLC, Paralegal Support Group LLC f/k/a Paralegal Support LLC, and Associated Administrative Services, LLC also d/b/a Jobfax, and their divisions, subsidiaries, affiliates, predecessors, successors, assigns, and any fictitious business entities or business names created or used by these entities, or any of them. [ECF No. 21at p. 5]. On July 31, 2017, granted the Receiver's verified motion to confirm and/or expand the list of Receivership Defendants to include Cockburn & Associate LLC, JLMJP Pompano, LLC, Halfpay International, LLC, Halfpay NV, LLC, HP Properties Group, Inc., HP Media, Inc., Omni Management Partners, LLC, Nantucket Cove of Illinois, LLC, Discount Marketing USA, S.A., Viking Management Services, LLC, White Light Media LLC, and Blue42, LLC. *Order Granting Receiver Jonathan E. Perlman's Agreed Verified Motion to Expand Receivership* (the "Expansion Order") [ECF No. 102].

on the Royal Plaza Property, and order that the lien be satisfied within 30-days or that the Property be turned over to the Receiver for sale.

I. INTRODUCTION

The Federal Trade Commission ("FTC") and the Office of the Attorney General, State of Florida, Department of Legal Affairs ("State of Florida") brought this action against Defendants alleging that they engaged in a scheme, orchestrated by Marcus, to defraud consumers of many millions of dollars by offering phony debt relief services and fake loans in violation of Section 5(a) of the FTC Act, 15 U.S.C. §45(a); the FTC's "Telemarketing Sales Rule," 16 C.F.R. Part 310; and Section 501.204 of the FDUTPA. *Plaintiffs' Complaint for Permanent Injunction And Other Equitable Relief* (the "Complaint") [ECF No.1].

The Court held, after hearing argument and reviewing volumes of evidence, that Plaintiffs had established a substantial likelihood of success, entered the preliminary injunction, and appointed Mr. Perlman Permanent Receiver over the Receivership Defendants, including "their affiliates, subsidiaries, divisions, or sales or customer service operations, wherever located…with the full power of an equity receiver." The Court further ordered the Receiver to "[t]ake exclusive custody, control and possession of all assets… of, or…under the control of, the Receivership Defendants," as well as to file any motions or actions necessary to do so, in order to preserve the value of those assets for the benefit of consumers and creditors. PI Order [ECF No. 21 at p.17-20].

As directed, the Receiver has taken possession of numerous assets that had belonged to, or been under the control of, the Receivership Defendants, including 18 parcels of real property discussed in the Receiver's first motion for turn over (which was unopposed), which the Court

[2] The legal description of the Property is Lot 1, plus the North 10.58 feet of Lot 2, Block 2, STILWELL ISLES, according to the Plat thereof, as recorded in Plat Book 15, Page 26, of the Public Records of Broward County,

granted on July 31.[3]

With respect to the Royal Plaza Property, however, which was purchased using $5.3 million of Receivership Defendant monies received from consumers and then quitclaimed to Marcus, Defendant Marcus has refused to cooperate or turn over the Property. Instead, Marcus prefers to continue living in this luxurious waterfront mansion located just off of Las Olas Boulevard as long as he can.

Accordingly, the Receiver had no choice but to file this motion for turnover. Turnover is appropriate and required in this case under the language of the PI, as well as under the law of constructive trust and equitable lien, because the $5.3 million used to purchase the Royal Plaza Property was acquired through fraud or egregious conduct upon consumers and Marcus would be unjustly enriched if permitted to retain the Property.[4]

Relief is urgently needed to protect and preserve this most substantial asset for the benefit of consumers, because Marcus, whose assets have been frozen, does not have the ability to maintain and preserve the Property, including payment of the 2017 property tax bill of $84,251.01.[5] Additionally, the broker's opinion the Receiver commissioned indicates that the Property depreciated by at least $250,000 since being purchased with consumer monies only 17 months ago. *See* Exhibit A.

The material facts in this motion are undisputed, because Mr. Marcus has invoked his Fifth Amendment privilege against self-incrimination in response to all discovery requests and at

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Florida.

[3] *Order Granting Receiver Jonathan E. Perlman's Agreed Motion to Turn Over and Transfer Title To Certain Real property and sales proceeds* (the "Turnover Order") [ECF No.100] *Receiver Jonathan E. Perlman's Agreed Motion to Turn Over And Transfer Title To Certain Real Property And Sales Proceeds* (the "Turnover Motion") [ECF No. 90]

[4] The Receiver is also entitled to turnover of the Royal Plaza Property because the conveyance of the Property to Marcus constituted an avoidable fraudulent transfer under Fla. Stat. § 726.105(1).

[5] At his deposition on December 21, 2017, Marcus invoked his Fifth Amendment right against self-incrimination when asked about his current sources of income, employment and business ventures.

deposition, thereby prohibiting him from refuting the record evidence and giving rise adverse inferences. Likewise, any contention Marcus may make that he need not turn over the Property because it is his homestead would be frivolous, since it was purchased with monies acquired through fraud or egregious conduct. *In re Fin. Federated Title and Trust, Inc.*, 347 F.3d 880, 887-88 (11th Cir. 2003); *FTC v. Am. Precious Metals, LLC*, No. 11-61072, 2017 WL 1323466, at *1 (S.D. Fla. April 10, 2017).

For all of the foregoing reasons, the Receiver's motion should be granted.

II. ROYAL PLAZA PROPERTY

The Royal Plaza Property is a 7,568 square foot mansion with 160 feet of waterfront frontage and a dock suitable for a 100 foot yacht, located at 300 Royal Plaza Drive, Fort Lauderdale, Broward County, Florida. On July 7, 2016, the Jean Pierre Trust #1[6] purchased the Royal Plaza Property for $5.3 million using monies wired to the closing agent from Receivership Defendants (1) Cockburn & Associates, LLC ("Cockburn"), (2) Associated Administrative Services, LLC ("Associated"), and (3) Halfpay International, LLC ("Halfpay"). Defendant Marcus, who owned and controlled all of the Receivership Defendants also owned and controlled the Jean Pierre Trust #1. On February 22, 2017, the Jean Pierre Trust #1 executed a quit-claim deed transferring ownership of the Royal Plaza Property to Defendant Marcus and his wife Amanda Finley. *See* The Broward County Property Appraiser's website http://www.bcpa.net.[7] At Plaintiffs' request, Ms. Finley recently quit-claimed her interest in the Royal Plaza Property to Marcus.

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[6] The purchase agreement was signed by Donald E. Nicholson, Defendant Marcus' friend from college, who Marcus had made Trustee of the Trust. The Trust is named after Marcus' dog. A copy of the executed *Land Trust Agreement for Jean Pierre Trust # 1* is attached as Exhibit B. Marcus' similarly named Jean Pierre Trust # 3 owned three of the properties turned over to the Receiver pursuant to the Court's Order granting the Receiver's prior turnover motion. [ECF No. 90 at pp. 9-10].

[7] A bill for the 2017 real estate taxes of $84,251.01 has been issued and will be late if not paid in March 2018.

III. LEGAL ARGUMENT AND SUPPORTING FACTS

A. This Court Has the Authority to Order Turnover of the Royal Plaza Property to the Receiver.

Summary proceedings are appropriate and proper to protect equity receivership assets. *U.S. v. Arizona Fuels Corp.*, 739 F.2d 455 (9th Cir. 1984) (citing *Bien v. Robinson*, 208 U.S. 423, 28 S.Ct. at 379 (1908)); 2 Clark on Receivers §584 at 954 (3d ed. 1059). Pursuant to the exercise of its broad equitable powers to protect the assets of the receivership estate, this Court may order parties and non-parties to turn over receivership assets to the Receiver.[8] Courts have consistently affirmed the use of summary proceedings in receivership cases brought by the Federal Trade Commission to determine the possession and ownership rights to property.[9]

In *SEC v. Elliott*, 953 F.2d 1560 (11th Cir. 1992), the Eleventh Circuit approved this expedited format, observing that summary proceedings improve judicial efficiency, avoid formalities that would slow down the time necessary to settle disputes, decrease litigation costs and prevent further dissipation of receivership assets. *Id.* Accordingly, this Court has the authority to grant the Receiver the requested relief.

B. Record Evidence Establishing Fraud and Egregious Conduct.

Here, the record evidence demonstrates that the Royal Plaza Property should be returned to the Receiver because it is an asset of the Receivership Estate and under principles of

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[8] *See FTC v. Neiswonger*, 2009 WL 2998356 (E.D. Miss. 2009); *FTC v. Productive Marketing, Inc.*, 136 F.Supp.2d 1096 (C.D. Calif. 2001); *FTC v. Pacific First Benefit, L.L.C., et al.*, 472 F.Supp.2d 981 (N.D. Ill. 2007); *Eller Industries v. Indian Motorcycle Manufacturing*, 929 F.Supp. 369 (D.Col.1995); *see also*, *FTC v. Vocational Guides, Inc.*, 2009 WL 943486 (M.D. Tenn. April 6, 2009).

[9] *See FTC v. Johnson*, 567 Fed. Appx. 512, 515 (9th Cir. 2014) ("This court has long approved of the use of summary proceedings to determine possession of assets of nonparties in receivership proceedings"); *FTC v. Assail*, Inc., 410 F.3d 256, 267-68 (5th Cir. 2005)(affirming the district court's use of a summary proceeding to order the turnover of funds to the receiver that were subject to an asset freeze); *FTC v. NHS Sys., Inc.*, 708 F.Supp.2d 456,466-67, (E.D. Pa. 2009)(granting motion to compel turnover of receivership funds in summary proceedings); *FTC v Transcontinental Warranty, Inc.*, 2009 WL 5166213, at *2 (N.D. Ill. Dec. 22, 2009)(holding that court may adjudicate parties' competing claims to receivership property in a summary proceeding).

constructive trust, equitable lien, and/or fraudulent transfer.[10]

i. Marcus's Admissions and the Adverse Inferences from his Invocation of the Fifth Amendment.

The evidence submitted by the FTC and State of Florida, and this Court's findings in the PI, establish that Marcus directed the scheme[11] and that the Receivership Defendants generally served as holding companies or conduits for assets derived from Defendants' scheme. PI Motion [ECF No. 6 at p. 16 -18]. As discussed, *infra*, the Receiver's investigation has confirmed most allegations made by Plaintiffs against Marcus. *See Receiver Jonathan Perlman's Agreed First Verified Motion to Expand Receivership* (the "Expansion Motion") [ECF No. 89], *Receiver's Amended First Interim Report* [ECF No. 70] and *Receiver's Second Interim Report* [ECF No. 136]. Marcus himself has not refuted the evidence against him in his sworn discovery responses or at his deposition. Instead, Marcus asserted his Fifth Amendment privilege against self-incrimination in response to every discovery request propounded by the FTC, including all 13 interrogatories and 147 requests for admissions. These interrogatories and requests for admissions concern whether Marcus and the Receivership Defendants committed fraud.

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[10] The burden of proof for imposition of an equitable lien is preponderance of the evidence. *FTC v. American Precious Metals*, 2017 WL 1323466, *3 (S.D. Fla. April 10, 2017)(Florida law requires a showing "by the preponderance of the evidence that the fraudulently obtained funds can be directly traced to the investment, purchase or improvement of the homestead" to impose an equitable lien.); *see Levy v. Kozyak*, (*In re Financial Federated Title and Trust, Inc.*) 347 F.3d 880 (11th Cir. 2003)(affirming order imposing equitable lien and constructive trust on defendant's property where most funds used to purchase property could be traced to Defendant's fraud). The burden of proof for imposition of a constructive trust is clear and convincing proof. *See In re Royal West Properties, Inc.*, 441 B.R. 158, 170 (S.D. Fla 2010) (A constructive trust "arises through operation of law. Where one through fraud, abuse of confidence, or other questionable means gains property…."); *Bank of America v. Bank of Salem*, 48 So.3d 155 (Fla. 1st DCA 2010). To recover on a fraudulent transfer the Receiver need merely prove "by a preponderance of the evidence that the Receivership Defendants transferred an interest in property on or within [four] year(s)." *Worldvision Entm't v. Greenmark (In re Worldvision Entm't),* 275 B.R. 641, 655 (Bankr. M.D. Fla. 2002). The burden of proof for motions for turnover is not premised on equitable lien or fraudulent transfer and appear to be "clear and convincing evidence…; he must at least establish a prima facie case." *Evans v. Robbins*, 897 F.2d 966, 968 (8th Cir.1990) (quotations and citations omitted).

[11] Marcus is or was at all times the owner, director, president, managing member, or authorized representative of each Receivership Defendant. *Plaintiffs' Ex Parte Motion For Temporary Restraining Order With Asset Freeze, Appointment of A Receiver, And Other Equitable Relief, And Order To Show Cause Why A Preliminary Injunction Should Not Issue, And Memorandum In Support* (the PI "Motion") [ECF No. 6 at p. 10 n.66]. Marcus is also an authorized signatory on nearly all Corporate Defendant bank records. *Id.* at n.67.

Specifically, Marcus took the Fifth Amendment when asked about:

- His affirmative defenses that he and the Receivership Defendants did not make false or misleading statements or breach any lawful duty to consumers. (Exhibit C, Marcus's Resp. to Interrog. & Doc. Req., at 1, 3).
- The Receivership Defendants' organization and operations. (Exhibit D, Marcus's Resp. to Req. for Admis., at 1-31, 50-53, 60-61).
- The vast number of consumer complaints regarding the Receivership Defendants' business practices. (*Id.* at 83-99).
- The Receivership Defendants use of false and deceptive sales scripts when engaging in telemarketing. (*Id.* at 32-39); and
- The vast amounts of consumer monies he diverted for personal use through the Receivership Defendants. (*Id.* at 135, 143-147).

Additionally, at Marcus' deposition, which the Receiver took on December 21, 2017, Marcus asserted his Fifth Amendment privilege and refused to answer any questions except his legal name. Included amongst the hundreds of questions to which Marcus pleaded the Fifth were questions regarding all of the deceptive and fraudulent conduct that the Plaintiffs have alleged and submitted evidence upon, and evidence establishing that the Royal Palm Property was purchased with monies derived from such fraudulent, egregious conduct.

Because Marcus asserted his Fifth Amendment privilege, the Court can and should draw all negative inferences therefrom. *See SEC v. Weintraub*, No. 11-21549-CIV, 2011 WL 6935280, at *6 (S.D. Fla. Dec. 30, 2011) ("[T]he Court may, and does, draw adverse inferences for [defendant's] invocation of his Fifth Amendment right, particularly in view of compelling,

independent evidence submitted by the SEC") (citations omitted) (emphasis added).[12]

Such negative inferences regarding Marcus, who owned and controlled each of the Receivership Defendants, add to the already voluminous documentary evidence establishing that the Receivership Defendants, by and through Marcus, were engaged in a fraudulent scheme designed to prey upon consumers. *See Weintraub*, 2011 WL 6935280 (S.D. Fla.), at *6 (finding that "[defendant] did make materially false or misleading statements and omissions in connection with his proposed Kodak and AMR deals" because he has "not offered any affirmative evidence to refute or contravene the SEC's factual assertions," including by invoking his Fifth Amendment to virtually all interrogatories).

ii. Defendants' Bogus Loan Campaign

Two ways Defendants ensnared consumers was through their bogus loan campaign and account takeover campaign.[13] In the loan campaign, Defendants lured consumers with false promises of guaranteed, low interest rate, debt consolidation loans.[14] Defendants used direct mail, Internet websites, radio advertisements, and unsolicited telephone calls to pitch their scam. *Id.* at p. 3 n.6.[15]

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[12] *See also U.S. v. Two Parcels of Real Property Located in Russell County, Ala.*, 92 F. 3d 1123, 1129 (11th Cir. 1996) (affirming the district court's decision to draw an adverse inference that "the answers to the [deposition] questions would not have been favorable to the claimants asserting the [Fifth Amendment] privilege"); *FTC v. Transnet Wireless Corp.*, 506 F. Supp. 2d 1247, 1274 n.4 (S.D. Fla. 2007) (granting Plaintiff's motion to draw adverse inferences "based on the individual Defendants' invocation of their Fifth Amendment privilege in their answers and discovery responses"); *Court-Appointed Receiver of Lancer Management Group LLC v. Lauer*, No. 05-60584-CIV, 2009 WL 800144, at *3 (S.D. Fla. Mar. 25, 2009) (Receiver correctly argued that an adverse inference be drawn against defendants who invoked their Fifth Amendment privilege); *Kozyak v. Poindexter* (In re Financial Federated Title & Trust, Inc.), 252 B.R. 834, 838 (Bankr. S.D. Fla. 2000) (acknowledging that trustee may ask the court for an adverse inference against defendant who asserts Fifth Amendment privilege).

[13] *Id.* at pp. 3-8.

[14] *Id.*at p. 3, n.5.

[15] Defendants' mail solicitations included personalized letters to consumers' homes stating that it is from the "Customer Approval Center" of "321LOANS," "A NOT FOR PROFIT CORPORATION," and suggested that a low interest rate loan for tens of thousands of dollars, "Pre-Approval - Guaranteed," was only a phone call away. *Id.* at p.3 n.7, 8. Defendants instructed consumers to call to receive a loan that will resolve their unsecured debts and build their credit. *Id.* Defendants told consumers they would be able to "[c]ombine all balances on [their] current alleged debt and make one easy payment with one very low interest rate." *Id.* at pp. 3-4 n.10. Defendants maintained Internet websites with similar false debt consolidation loan promises. *Id.* at p. 4 n.11. When consumers called in

Believing Defendants would pay their debts or get them settled or dismissed, consumers agreed to allow Defendants to take their first loan "repayment" or a processing fee immediately or shortly thereafter; even though federal law expressly prohibits companies that sell debt relief services through telemarketing from collecting any fees until **after** successfully renegotiating the consumers' debt. *See infra* at p. 11. Then, Defendants continued to take consumers' money each month, in amounts ranging from $200 to $1,000 or more.[16]

iii. Defendants' Account Takeover Campaign

Defendants' also lured consumers through account takeover campaigns. Defendants called consumers already enrolled with third-party debt relief providers and informed them that Defendants were taking over the servicing of their existing debt relief accounts. Many of these consumers had worked for years with their third-party debt relief providers and had saved thousands of dollars in legitimate escrow accounts for use in negotiating with creditors.[17]

Defendants either instructed consumers to transfer the money in their escrow accounts to Defendants,[18] or simply took the escrow funds without the consumers' consent.[19] Again, Defendants began making monthly withdrawals from the consumers' checking accounts ranging from $200 to $1,000 or more. *Id.* at p. 8 n.38.[20]

Consumers often eventually learned from their creditors that Defendants, despite taking money from their checking accounts each month as payment for their services, had never

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response to Defendants' debt relief service ads, or when Defendants contacted consumers through unsolicited telephone calls, Defendants led consumers to believe that their debts would be paid off. *Id.* at pp. 5-6 n.16.

[16] *Id.* at p. 7 n.31.

[17] *Id.* at p. 7 n.32.

[18] *Id.* at p. 7 n.36.

[19] *Id.* at pp. 7-8 n.37.

[20] Defendants, however, did not provide debt consolidation loans. *Id.* at p. 8 n.39. Nor did Defendants generally appear to have paid, settled, or obtained dismissals of consumers' debts or improve consumers' credit. *Id.* at p. 8 n.40.

contacted them to seek to pay, settle, or dismiss the consumers' debts.[21] In some instances, even when consumers showed Defendants that their creditors had offered to settle their debts, Defendants refused to settle the debts. *Id.* at p. 8 n.46.[22]

While Defendants collected millions from consumers, consumers generally received little, if anything, in return. Consumers did not receive debt consolidation loans and generally did not get their debts paid, settled, or dismissed or have their credit improved.[23]. To the contrary, Defendants left consumers in worse financial positions, many of whom were already in financial distress,[24] elderly or disabled.[25] Some consumers were ultimately sued by their creditors,[26] and even forced into bankruptcy.[27] Often consumers' credit ratings were severely damaged.[28]

Defendants misrepresented that they would provide consumers a low interest rate loan to pay off consumers' unsecured debts. Defendants also misrepresented that they would negotiate, settle, or alter the terms of payment or other terms of consumers' unsecured debts to reduce the balance, interest rate, or fees owed to a creditor or debt collector. Defendants further misrepresented that they would otherwise eliminate consumers' unsecured debts. As set forth above, Defendants did not provide consumers a low interest rate loan to pay off consumers'

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[21] *Id.* at p. 8 n.44, 45.
[22] Consumers often first learned that Defendants intended to keep their loan "repayments" and/or funds transferred from their escrow accounts, as "fees," upon making complaints to law enforcement or the Better Business Bureau. *Id.* at p. 9 n. 51. Consumers who once thought their debts would be paid, settled, or dismissed were essentially told that their debts have more than doubled (*Id.* at p. 9 n.52) - not only did consumers still owe their original debts, they now learned Defendants expected an equal amount in payments. *Id.* at p. 9 n.53. Defendants typically refused to return consumers' money (*id.* at p. 9 n.54) and, in many instances, reported the purported loan to credit bureaus. *Id.* at p. 9 n.55. A consumer who initially had a total unsecured debt of approximately $30,000 may discover that his credit report now showed a total debt of approximately $60,000 due to Defendants' purported "loan," even though the consumer received no money. *Id.* at p. 9 n.56.
[23] *Id.* at p. 9 n.57.
[24] *Id.* at p. 9-10 n.58.
[25] *Id.* at p. 10 n.60.
[26] *Id.* at p. 10, n.61.
[27] *Id.* at p. 10, n 62.
[28] *Id.* at p. 6 n.20, p.10 n.63.

unsecured debts. Nor did they typically negotiate, settle, alter the terms of, or otherwise eliminate such debts.[29] To the contrary, Defendants generally attempted to double consumers' debts by seeking an equal amount in payments.[30] Defendants also misrepresented that they would improve consumers' creditworthiness, when in fact they often damaged it.[31]

Finally, Defendants falsely represented that the Receivership Defendants who were providing debt relief services were non-profit entities.[32] Defendants told consumers their purported non-profit status enables them to provide the loans at such low interest rates.[33] Defendants also falsely stated that any money they earn comes from the interest rates consumers will pay, or from any difference between what consumers pay them and the debts they are able to dismiss or settle.[34] Many consumers have stated that Defendants' purported non-profit status was important, as it made Defendants and their offers appear more credible and legitimate.[35] Despite Defendants holding out many as non-profit organizations, all Corporate Defendants acted as for-profit entities operating for the benefit of themselves and their members.

That Defendants were engaged in a fraudulent scheme is self-evident. In addition, Federal Law specifically prohibits deceptive and abusive telemarketing acts or practices regarding debt relief services.[36] Such businesses are also expressly prohibited from collecting advance fees -- i.e., requesting or receiving fees until **after** having renegotiated or settled their consumers' debts.[37]

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[29] *Id.* at p. 21 n.151.
[30] *Id.* at p. 21 n.152.
[31] *Id.* at p. 22 n.154.
[32] How a company actually operates and who it benefits are dispositive of the non-profit issue. *Id.* at p. 22 n.153.
[33] *Id.* at p. 6 n.21.
[34] *Id.* at p. 6 n.23.
[35] *Id.* at p. 6 n.25.
[36] *See* 16 C.F.R. § 310.3(a)(2)(x).
[37] *See* 16 C.F.R. § 310.4(a)(5)(i).

As set forth above, Defendants marketed their scheme through telemarketing, made numerous material misrepresentations, and collected advance fees. Indeed, Defendants took upfront payments from consumers' escrow accounts and thereafter debited hundreds or thousands of dollars each month from the same consumers' checking accounts.[38] Before taking the Fifth, Marcus admitted to the Receiver that he used these and other funds from consumers to acquire property for his own personal benefit.[39]

C. The Court Should Order Turnover because Marcus Purchased the Royal Plaza Property Using Receivership Monies and Marcus Will Be Unjustly Enriched to the Detriment of the Receivership Estate and Consumers.

The Receiver seeks an Order confirming ownership and/or ordering the turnover of the Royal Plaza Property currently titled in Defendant Marcus's name to the Receiver. Turnover orders, such as is contemplated by this Motion, are appropriate in federal equity receivership cases.[40]

The Receiver retained as his forensic accounting expert Soneet R. Kapila, and his firm KapilaMukamal, LLP (collectively "Kapila" or "KM"), to conduct a forensic accounting

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[38] *Id.* at p. 23 n.162, 163.

[39] *Receiver's Second Interim Report* [ECF No. 136 at p. 14-15].

[40] *See SEC v. Creative Capital Consortium*, 2013 WL 12167733 (S.D. Fla. 2013)(holding that because it was undisputed that Options Accounts were funded by receivership proceeds, they were therefore property of the receivership and "the Receiver ha[d] title to the Options Accounts by operation of law."); *SEC v. Aquacell Batteries, Inc.*, No. 6:07-cv-608, 2008 WL 4371329 at 2-3. (M.D. Fla. May 9, 2008)(granting receiver's turnover motion because ". . .purchase of property solely with [defendant corporate entity] funds renders the property receivership property. . ."); *see also SEC v. Elmas Trading Corp.*, 620 F. Supp. 231 (D. Nev. 1985), *aff'd* 805 F.2d 1039 (9th Cir (1986)(collecting cases where courts have held "that a receiver can exercise control over third-party property purchased using 'scheme proceeds.")(citing *S.E.C. v. Nadel*, No.8:09-cv-87-T-26TBM, 2013 WL 2291871 at *2 (M.D. Fla. May 24, 2013) (third party entity's use of scheme proceeds to purchase oil and gas leases subjected it to inclusion in receivership despite that it was not an alter ego of defendant); *see also SEC v. Lauer*, No. 03-80612-Civ, 2009 WL 812719, at *4-5 (S.D. Fla. Mar. 26, 2009) (proceeds from sale of condominium that was maintained with tainted funds are also tainted by the fraud); *In re Fin. Federated Title & Tr., Inc.*, 347 F.3d 880 (11th Cir. 2003) (establishing constructive trust on property purchased with over 90% funds from Ponzi scheme); *CFTC v. Hudgins*, 620 F. Supp. 2d 790, 795 (E.D. Tex. 2009) (directing sale of condominium because defrauder's innocent girlfriend paid the mortgage with Ponzi scheme funds)."

investigation, including bank reconstruction and tracing funds for the Receivership Defendants.[41] KM traced the funds used to purchase the Royal Plaza Property totaling $5.3 million dollars as coming from three Receivership Defendants: (1) Cockburn & Associates, LLC ("Cockburn"), (2) Associated Administrative Services, LLC ("Associated"), and (3) Halfpay International, LLC ("Halfpay").[42]

Specifically, Mr. Kapila identified $2,550,000 that originated from consumer escrow funds transferred into Receivership Defendant Cockburn's Bank of Montreal operating account.[43] This $2,550,000 was then used, along with $1.7 million from Receivership Defendant Associated[44] and $600,000 from Receivership Defendant Halfpay, to purchase the Royal Plaza Property. Mr. Kapila's funds tracing analysis and supporting bank records for the Royal Plaza Property purchase was filed as an exhibit to the *Receiver's Second Interim Report*. [ECF No. 136-4].

Like in *Creative Capital Consortium and Aquacell Batteries,* where both this Court and the Middle District Court of Florida held that the properties at issue constituted receivership property that must be turned over to the Receiver, because they were obtained solely with funds

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[41] *See Declaration of Soneet R. Kapila In Support of Receiver's Agreed First Verified Motion to Expand Receivership And Receiver's Agreed Motion to Turn Over And Transfer Title To Certain Real Property And Sales Proceeds* [ECF No. 91].

[42] On November 30, 2017, a final judgment was entered against Halfpay. *Order of Final Judgment On The Pleadings By Consent Against JLMJP Pompano, LLC, Halfpay International, LLC, Halfpay NV, LLC, and Nantucket Cove of Illinois, LLC* (the "Final Judgment") [ECF No. 174].

[43] Marcus informed the Receiver that Cockburn consumers are primarily located in Canada. Bank and processing records show that monies collected from Cockburn consumers flowed into a Cockburn bank account at Bank of Montreal. *See* Expansion Motion [ECF No. 89 at pp. 10-11]. Jeremy Marcus is the sole signor on the Cockburn account. In addition to the above, the corporate book and records for Cockburn were found in the Pompano Headquarters in the shared office of Defendants Jeremy Marcus and Craig Smith. Cockburn Bank of Montreal statements are addressed to Marcus at the Pompano Headquarters, and Cockburn mail is received at the Pompano Headquarters as well. *Id.*

[44] KM analyzed the bank records of Receivership Defendant Associated and determined that on June 20, 2016, Associated transferred $400,000 of comingled consumer monies to Marcus's account at City National Bank of Florida. That same day, Marcus transferred $400,000 for the deposit on the Royal Plaza Property to Florida Coastal Realty, Inc., the real estate broker for the transaction. KM also determined that on July 1, 2016, Marcus wired $4,900,000 from his personal account for the purchase of the Royal Plaza Property. Of this money, KM traced $4,850,000 as originating from Receivership Defendants Cockburn and Halfpay. [*See* ECF No. 136-4].

from a receivership entity, here too, the Royal Plaza Property was purchased with funds from Receivership Defendants.

Turnover is likewise required under the law of constructive trust to avoid unjust enrichment of Marcus at Receivership and victim expense. "A constructive trust is one raised by equity in respect of property which has been acquired by fraud, *or where, though acquired originally without fraud, it is against equity, that it should be retained by him who holds it . . .* [E]quity will raise a constructive trust and compel restoration, where one through actual fraud, abuse of confidence reposed or accepted, *or through other questionable means* gains something for himself which in equity and good conscience he should not be permitted to hold." *In re Lee*, 574 B.R. 268, 293 (S.D. Fla. June 23, 2017)[45] (emphasis in original)(quotation omitted). *See In re Financial Federated and Trust, Inc.*, 347 F.3d 880, 891 (11th Cir. 2003) ("The doctrine of constructive trusts is a recognized tool of equity designed in certain situations to right a wrong committed and to prevent unjust enrichment of one person at the expense of another either as a result of fraud, undue influence, abuse of confidence or mistake in the transaction.") Because Marcus obtained the Royal Plaza Property through, at best questionable means, and thereby gained something for himself which in equity and good conscience he should not be permitted to retain, the Royal Plaza Property should be turned over to the Receiver.

D. Alternatively, the Court Should Impose an Equitable Lien on the Royal Plaza Property.

Florida courts impose equitable liens on homesteads when the plaintiff can establish that "funds obtained through fraud or egregious conduct were used to invest in, purchase or improve a homestead." *Hecker v. Kokomo Spring Co. (In re Hecker)*, 264 F. App'x 786, 790 (11th Cir. February 4, 2008)(affirming application of equitable lien where fraudulently obtained funds were

used to improve property). Thus, to obtain an equitable lien on a Florida homestead, a plaintiff need merely establish by a preponderance of the evidence: (1) the existence of egregious or fraudulent conduct, and (2) the tracing of funds from that conduct to the purchase or improvement of the homestead. *FTC v. American Precious Metals*, 2017 WL 1323466, *3 (S.D. Fla. April 10, 2017) (Florida law merely requires showing "by the preponderance of the evidence that the fraudulently obtained funds can be directly traced to the investment, purchase or improvement of the homestead."); *In re Mazon*, 387 B.R. 641, 646 (M.D. Fla. 2008) ("dollar-for-dollar accounting is not required, but the party challenging the homestead exemption has the burden of proving his case by a preponderance of the evidence."). Moreover, the focus of the inquiry is on preventing unjust enrichment, not on defendants' culpability. *Lee,* 574 B.R. at 293; *see In re Financial Federated*, 347 F.3d at 890 (same).

"Once an equitable lien is imposed, the property can be sold and the proceeds applied in favor of the lien holder." *American Precious Metals*, 2017 WL 1323466, at *1; *see also SEC v. Kirkland*, No. 6:06-cv-183, 2008 WL 1787234, at *5 (M.D. Fla. April 11, 2008) (citing *Jones*, 106 So. at 129) (imposing equitable lien on defendant's homestead and granting the receiver's motion to sell property).

Here, the Receiver has undisputedly traced the monies Defendant Marcus used to purchase the Royal Plaza Property as coming from the Receivership Defendants operated by Marcus.[46] Additionally the Receiver has showed by far more than a preponderance of the evidence that the monies were obtained from consumers through fraud and other egregious means, including false representations that Defendants would pay, settle, or obtain dismissals of

[45] The property over whom the Court imposed a constructive trust (and equitable lien) in *Lee* had, as here, been claimed by the defendants as their homestead.

[46] The Receiver has estimated consumers' losses to exceed $70 million. Receiver's Second Interim Report. [ECF No. 136 at p. 61].

consumers' debts and improve consumers' credit. [47] Instead, Marcus appropriated millions of dollars to purchase the Royal Plaza Property (amongst other things). *See American Precious Metals*, 2017 WL 1323466, at *2 (imposing equitable lien on the homestead of defendant who "was an owner or manager of [the fraudulent corporate entity] and oversaw its day-to-day operations.").

Moreover, since the Court has ordered a freeze upon Marcus' assets and Marcus has admitted that his assets were derived from the Receivership Defendants' consumers, Marcus does not have the ability to maintain and preserve the Property, including payment of the 2017 property tax bill of $84,251.01 which is outstanding.[48] The Receivership Defendants and consumers are also likely to suffer immediate further harm if the Property is not returned to the Receiver's care, because the Property has already depreciated in value below the amount of consumer monies used for its purchase, thereby exposing Receivership Defendants and consumers to additional loss so long as Marcus continues to live there and retain title.

Because the Receiver has established the existence of fraudulent or egregious conduct,

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[47] Finally, Marcus's fraudulent conduct was further confirmed when the Receiver's team interviewed customers who were victims of Marcus's fraudulent scheme. For example:
(1)Patricia W. paid $1,400 (CAD) (approximately $1,057) per month from February 2015-May 2017, for a total of $28,500.00. Her total debt was $53,775 (CAD) (approximately $40,869). Originally, she was working with the Law Offices of Cockburn & Associates in Toronto, Canada. However, she was recently contacted by phone and e-mail, by Receivership Defendant Cockburn to move her file over to their "Litigation Prevention" Department. Patricia W. was unaware that this was a totally different company than her original debt-settlement company. Her escrow money was then moved to a new account titled in the name of Cockburn. She later learned that there were funds missing from her escrow. The explanation she was given by Cockburn was that the company took its fee. She was also told she had to build up her escrow again to settle more accounts. She was told Cockburn would fix her credit rating, but in fact, her credit rating has deteriorated and she cannot even rent an apartment or get a car loan.
(2)In August 2013, Jaime H. signed a contract with a debt relief company named Brite Solutions who put him on a five-year plan to escrow $350.23 a month to pay down debt so he could buy a home. Then in February 2015, Jaime H. was contacted by Receivership Defendant Guardian Legal and/or Breeze Financial Solutions who told him that his portfolio was being transferred to them. He then signed a new contract with Guardian Legal/Breeze Financial Solutions, whereby he would continue to escrow $350.23 per month toward debt relief. Jaime H. inquired about his escrow money and was told that the money would be transferred to Guardian Legal. He was not given an option to opt out. In total, he paid close to $16,000 and received no debt relief. After 5 years of making payments, when he thought he would be debt-free, Jaime H. is left with nothing.

[48] Broward County 2017 Real Estate Notice of Ad Valorem Tax and Non-Ad Valorem Assessments for Property Id Number 504212-14-0010; 300 Royal Plaza Drive; Stilwell Isles 15-26B, LOT 1,2 N 10.58 BLK 2.

and established that the Royal Plaza Property was purchased with Receivership Defendant monies from such conduct, as well as the unjust enrichment Marcus enjoys by his ownership, the Court should grant the Receiver's motion for equitable lien and return of the Property.

E. Turnover Is also Appropriate under Chapter 726 of the Florida Statutes.

For the same reasons set forth above, turnover is alternatively required pursuant to Fla. Stat. §§ 726.105(1)(a) and (b) which permit the avoidance of transfers made with actual intent to hinder, delay or defraud creditors, **or** for no consideration.

To recover, the Receiver need merely prove "by a preponderance of the evidence that the Receivership Defendants transferred an interest in property on or within [four] year(s)." *Worldvision Entm't v. Greenmark (In re Worldvision Entm't),* 275 B.R. 641, 655 (Bankr. M.D. Fla. 2002). *See also, Bauman v. Bliese (In re McCarn's Allstate Fin., Inc.),* 326 B.R. 843, 848 (Bankr. M.D. Fla. 2005) ("The elements of a case under Bankruptcy Code section 548 and Florida Statutes section 725.105(1)(a) are as follows: a. The debtor must have transferred the property within one year (under section 548) or four years (under section 726.105) of filing of the bankruptcy petition .... b. The transfer must have been made with the actual intent to hinder, delay, or defraud any entity to which the debtor was indebted."). The threshold issue is whether the property transferred represents property of the Receivership Defendants or, more specifically, an interest of the Receivership Defendants in property. *See Beiger v. IRS,* 496 U.S. 53, 59, 110 S.Ct. 2258, 2262-63, 110 L. Ed. 2d 46 (1990).

The United States Supreme Court has determined that in the context of an avoidance action, the term "property of the debtor" is best understood as property that would have been part of the estate had it not been transferred before the commencement of the bankruptcy proceedings." *Beiger,* 496 U.S. at 58. As it relates to fraudulent transfer actions, the Eleventh

Circuit has determined that "any funds under the control of the debtor, regardless of the source, are property deemed to be the debtor's property, and any transfers that diminish that property are subject to avoidance." *Nordberg v. Sanchez (In re Chase & Sanborn Corp.),* 813 F.2d 1177, 1180 (11th Cir. 1987).

The undisputed evidence in this case demonstrates that the Receivership Defendants *via* Marcus were in control of the funds at issue in this case and directed the disposition of the funds to acquire the Royal Plaza Property. There is no legal or factual dispute that the monies in question constitute property of the Receivership Defendants which are subject to fraudulent transfer claims.

1. The Receivership Defendants Received Nothing as Consideration for the Funds Used by Marcus to Purchase the Royal Plaza Property and the Transfers Are therefore Avoidable Under Fla. Stat. § 726.105(1)(b).

KM's tracing analysis shows that Receivership Defendants, Associated, Cockburn and Halfpay transferred to Marcus $5.3 million to acquire the Royal Plaza Property. Public records reflect that Marcus or a trust owned and controlled by Marcus purchased the Royal Plaza Property. There is no evidence that the Receivership Defendants received anything as consideration for the transfer of the funds by Marcus to acquire the Royal Plaza Property. As such, the transfers of monies by Marcus from the Receivership Defendants to acquire the Royal Plaza Property are fraudulent and avoidable as a matter of law. *See* Fla. Stat. §726.105(1)(b).

2. The Transfers to Acquire the Royal Plaza Property Were Made by Marcus with the Actual Intent to Hinder, Delay, or Defraud Creditors.

Alternatively, the transfers made in connection with the Royal Plaza Property were made with the actual intent to hinder, delay, or defraud creditors. *See* Fla. Stat. §726.105(1)(a). "The presence of only one [badge of fraud] has been held to justify a finding of actual fraudulent intent." *Meninger v. Khanani (In re Khanani),* 374 B.R. 878, 889 (Bankr. M.D. Fla. 2005). *See*

also, Kipperman v. Onex Corp., 2007 WL 2872463 at *9 (N.D. Ga. Sep 26, 2007).

"Common badges of fraud include: (1) the lack or inadequacy of consideration for the property transferred; (2) the existence of a family, friendship or other close relationship between the transferor and the transferee; (3); the transferor's retention of the possession, control, benefits or use of the property in question; (4) the financial condition of the transferor both before and after the transfer took place; i.e., whether the transfer resulted in insolvency; (5); the cumulative effect of these transactions and course of conduct after the onset of financial difficulties or dependency or threat of suit by creditors; and (6) the general chronology and timing of the transfer in question." *Khanani,* 374 B.R. at 889 (citing *Ingersoll v. Kriseman (In re Ingersoll),* 124 B.R. 116, 121-2 (Bankr. M.D. Fla. 1991)). In addition, Courts may also consider other factors enumerated in Fla. Stat. §726.105(2).

Here, the factors overwhelmingly demonstrate that the transfers by the Receivership Defendants for Marcus to acquire the Royal Plaza Property were made with actual intent. First, there was no consideration paid by Marcus to the Receivership Defendants for their transfer of funds to acquire the Royal Plaza Property. Despite providing the funds for the acquisition of the Royal Plaza Property, the Receivership Defendants received no ownership or security interest in the property. In addition, Marcus was an insider and control person for the Receivership Defendants and was the beneficiary of the transfers. Next, Marcus retained ownership and control of the Royal Plaza Property. Marcus' initial ownership of the Royal Plaza Property was concealed through trusts owned and controlled by Marcus. Moreover, Marcus essentially transferred all of the assets of Halfpay, Associated, and Cockburn to acquire the Royal Plaza Property without those entities maintaining an interest in the property. All of those facts are factors that support a finding of actual intent.

In addition, as discussed previously, substantial evidence exists, including admissions by Marcus, that funds provided by consumers were not utilized in the represented fashion. Marcus' acquisition of the Royal Plaza Property is just another example of Marcus purchasing real estate with consumer funds. [*See* ECF No. 90; ECF No. 91].[49] No evidence exists that consumers consented to the use of their monies in this fashion. In short, Marcus' misappropriation of consumer funds to purchase the Royal Plaza Property is compelling evidence that the transfers at issue were made with actual intent to hinder, delay, or defraud creditors.

The Receiver has conferred with counsel for Plaintiffs and Smith and Segrea who have no position on the relief sought.

WHEREFORE, the Receiver respectfully requests this Court to enter an Order compelling turnover of the Royal Plaza Property or, alternatively, for an equitable lien in an amount not less than $5.25 million on the Royal Plaza Property with the requirement that Marcus satisfy any equitable lien within thirty (30) days[50] or deliver the Royal Plaza Property to the Receiver, together with such other and further relief as this Court deems just and proper.

Respectfully submitted this 27th day of December 2017.

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[49] Despite agreeing to voluntarily turn over 18 other properties acquired under similar circumstances, Marcus has refused to voluntarily turnover the Royal Plaza Property.

[50] The Receiver would further request that Marcus, during this time period, be required to maintain the Royal Plaza Property in good condition. To the extent Marcus attempts to satisfy the equitable lien, the Receiver would also request that he be able to verify and trace the source of any funds used by Marcus.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served via CM/ECF Notification and/or U.S. Mail to all parties on the attached service list on this 27th day of December 2017.

By: /s/ Gregory M. Garno, Esq.
Gregory M. Garno, Esq.

SERVICE LIST

Federal Trade Commission v. Jeremy Lee Marcus, et al.
USDC, SD Fla., Case No. 17-cv-60907-MORENO

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JLMJP Pompano, LLC; and Nantucket Cove of Illinois, LLC

[10675-006/2807862/5]

MOECKER REALTY INC.
LICENSED REAL ESTATE BROKER

December 22, 2017

Greg Garno, Esq.
Genovese Joblove & Battista
200 E. Broward Blvd. Suite 1110
Ft. Lauderdale, Florida 33301

RE: FTC vs. Jeremy Lee Marcus

The following is my "opinion of value" of the following described property

- Broward County Parcel ID # 5042 12 14 0010
- 6 Bedroom, 7/2 Baths
- 7,568 sq ft (Liv)
- 160' Water Frontage
- Built in 2015
- 12,506 SF Lot

The market value of this property was established after a review of the property and study of factors and forces influencing real estate values in the area. My opinion of value for this property was based on current market conditions, resulting in the most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, Buyer and Seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Subject property was not inspected by the signer of this report. The range in value is due to unknown condition of the property and requires further inspection.

ESTIMATE of VALUE
(Range of Value)
$4,575,000 - $5,000,000

It is understood that this is not to be considered an Appraisal, but an opinion of value from an active real estate broker in Florida.

Respectfully Submitted,

Terry Keller
Broker Associate

1883 Marina Mile Blvd., Suite 106 | Fort Lauderdale, FL 33315
P: 954-252-2893 | F: 954-252-2791

EXHIBIT
tabbies
A

Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

Summary of Comparable Listings

This page summarizes the comparable listings contained in this market analysis.

Closed Sale Listings

Address	Price	Bds	Bth	Sqft Tot	Acres	Sale Date	DOM
300 ROYAL PLAZA DR		*6*	*7.2*	*7568*			
501 CORAL WAY	$4,575,000	5	6	7,360		11/30/2017	84
109 S Gordon Rd	$4,650,000	6	8	9,060		11/03/2017	205
2312 Barcelona Dr	$4,850,000	5	6	7,823		07/31/2017	342
440 San Marco Dr	$5,700,000	5	9	10,000		07/19/2017	72
Averages:	**$4,943,750**	**5.3**	**7.3**	**8,561**			**176**

	Low	Median	Average	High	Count
Comparable Price					
Adjusted Comparable Price					

Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

CMA Price Adjustments

This page outlines the subject property versus comparables properties.







Subject Property		Details	Adjust	Details	Adjust
300 ROYAL PLAZA DR		501 CORAL WAY		109 S Gordon Rd	
MLS#		F10084408		F10061987	
Status		Closed Sale		Closed Sale	
List Price		$4,995,000		$5,095,000	
List Date		09/01/2017		04/09/2017	
Sold Price		$4,575,000		$4,650,000	
Sold Date		11/30/2017		11/03/2017	
Subdiv	STILWELL ISLES 15-26 B	CORAL ISLES	0	Navarro Isle 15-40 B	0
City/County	Broward County	Broward County	0.00	Broward County	0.00
Zip	33301	33301	0	33301	0
Sqft Total	7568	7,360	0	9,060	0
# Levels			0		0
DOM		84	0	205	0
Beds	6	5	0	6	0
Baths	7.2 (7 2)	6 (5 1)	0/0	8 (6 2)	0/0
Parking	Driveway	Driveway, Pavers		Driveway	
Pool on Prop	Yes	True	0	True	0
Year Built	2015	2014	0	2014	0
Acres			0		0

Remarks:

BRAND NEW YACHTER'S PARADISE! Custom designed modern luxury residence w/160'+/- of water frontage on a wide canal & turning basin, dock up to 100' yacht. Grand foyer, ground floor VIP Suite, top-of-the-line gourmet kitchen, gas fireplaces, elevator w/maho gany interior, integrated lighting & sound systems, pyramid skylight, tinted impact windows, 4 energy efficient A/C systems, alarm w/wiring on all windows & doors-3 keypads. pool bar w/fireplace, dockside water & power. Fabulous Las Olas Isles location.

Stunning warm contemporary home in prestigious Las Olas Isles! Bright and open floor plan. Chef's kitchen w/oversized island, gas stove, high end appliances, ample storage & water views. Marble & wood floors throughout. Generous en suite bedrooms. Lavish master suite w/balcony, master bath w/dual vanities, free standing tub & rainfall shower. Outdoor area perfect for entertaining w/ample covered space, gazebo and custom pool. Generator. Located just minutes to the Intracoastal and inlet. Offered turn key.

Stunning Modern Architecture enlivens this recently built LAS OLAS Waterfront Estate. The Home lives more like a RESORT with 5BRs/6.2 BA plus a FULL GUEST APT with Summer Poolside Bar/Entertainment area. Huge Open Kitchen with Great room, Living and Dining, all overlooking a 150' wide canal on a 103' WF. Master suite with Huge Bath/Closets.Fresh and functional design, Luxurious Finishes, Control 4, Sub-Zero, Wolf, home theater, fireplaces, so much more. Steps to Las Olas shopping/dining. OVER 9000 TSF

Price	**$4,575,000**	**$4,650,000**
Total Adjustments	**$0**	**$0**
Adjusted Price	**$4,575,000**	**$4,650,000**

Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

CMA Price Adjustments

This page outlines the subject property versus comparables properties.







Subject Property		Details	Adjust	Details	Adjust
300 ROYAL PLAZA DR		2312 Barcelona Dr		440 San Marco Dr	
MLS#		F10024310		F10050387	
Status		Closed Sale		Closed Sale	
List Price		$5,395,000		$6,499,000	
List Date		07/28/2016		01/28/2017	
Sold Price		$4,850,000		$5,700,000	
Sold Date		07/31/2017		07/19/2017	
Subdiv	STILWELL ISLES 15-26 B	Sea Island	0	Coral Isles 15-60 B	0
City/County	Broward County	Broward County	0.00	Broward County	0.00
Zip	33301	33301	0	33301	0
Sqft Total	7568	7,823	0	10,000	0
# Levels			0		0
DOM		342	0	72	0
Beds	6	5	0	5	0
Baths	7.2 (7 2)	6 (5 1)	0/0	9 (8 1)	0/0
Parking	Driveway	Driveway, Pavers		Circular Drive, Pavers	
Pool on Prop	Yes	True	0	True	0
Year Built	2015	2016	0	2017	0
Acres			0		0

Remarks:

BRAND NEW YACHTER'S PARADISE! Custom designed modern luxury residence w/160'+/- of water frontage on a wide canal & turning basin, dock up to 100' yacht. Grand foyer, ground floor VIP Suite, top-of-the-line gourmet kitchen, gas fireplaces, elevator w/maho gany interior, integrated lighting & sound systems, pyramid skylight, tinted impact windows, 4 energy efficient A/C systems, alarm w/wiring on all windows & doors-3 keypads. pool bar w/fireplace, dockside water & power. Fabulous Las Olas Isles location.

Las Olas modern masterpiece with cutting edge architecture by Robert Tuthill, world class interiors by Antrobus + Ramirez Design, and built by award winning builder Jeff Hendricks. This new construction residence features 7,800 sq ft of luxury indoor and outdoor water front living, 5 bedrooms, 5.5 baths, 3 car garage, expansive covered balconies, Poggenpohl/Boffi cabinetry, wine room, wet bar, game/media room, gas fireplace, elevator, prewiring for smart home, and pool with infinity spa.

BRAND NEW!!STUNNING WATERFRONT 3 STORY TRANSITIONAL /MODERN HOME, BUILT BY ZAZARINO BUILDING. 100 FEET OF WATER FRONTAGE, EASY OCEAN ACCESS WITH NO FIXED BRIDGES AND ONLY 5 MINUTES FROM PORT EVERGLADES. SUPERB FINISHES, DOWNSVIEW KITCHEN,POOL/SPA W LED JETS, SMART HOME, LUTRON LIGHTING/SHADE SYSTEMS, NEW SEAWALL,CONCRETE DOCK PROF LANDSCAPED, 3 STORY ELEVATOR, MULTICOLORED CEILING COVE LIGHTING, BOAT LIFT,CEILING SPEAKERS, TWIN SUB-ZEROS REFIG., HIGH END FIXTURES,

Price	**$4,850,000**	**$5,700,000**
Total Adjustments	**$0**	**$0**
Adjusted Price	**$4,850,000**	**$5,700,000**

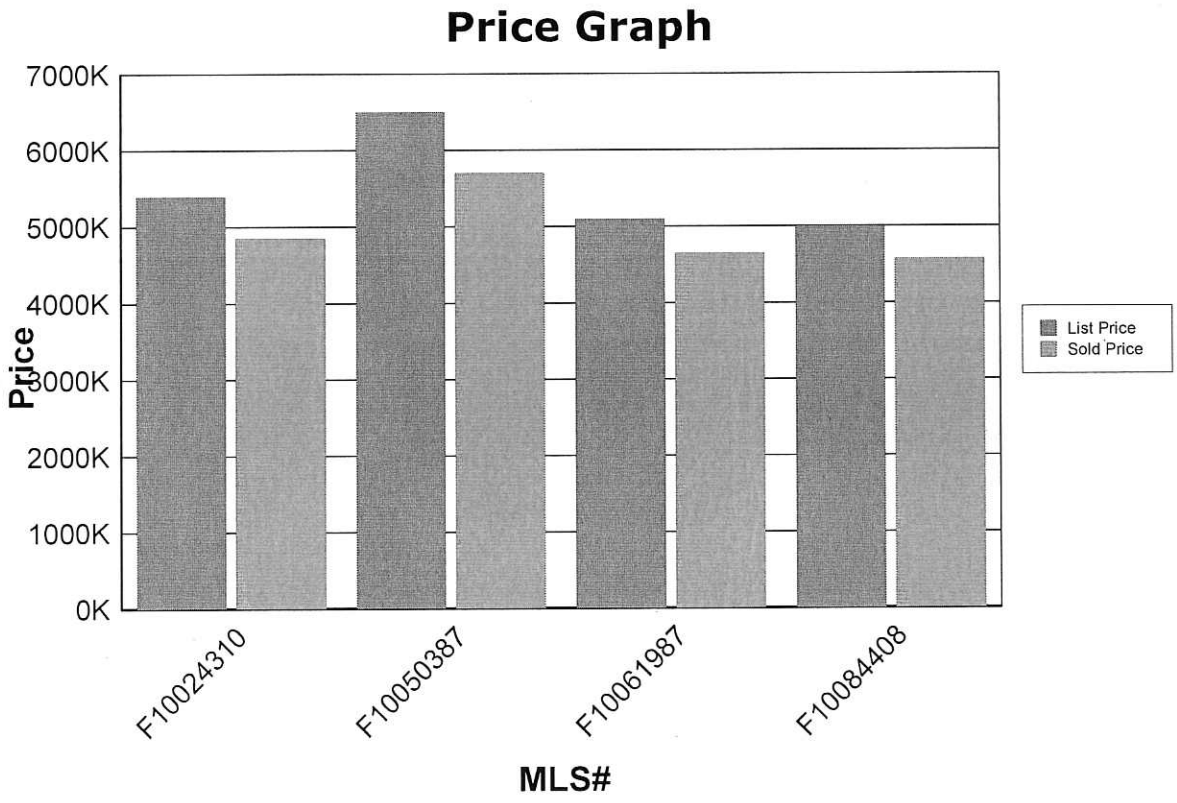
Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

List Price and Sale Price

This graph illustrates the list price, along with sale price in Sold listings.



Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

Brief Summary of Compared Listings

This report summarizes the comparable listings contained in this market analysis.

Status: Closed Sale

MLS#	Stat Date	Address	City	Sqft	Bds	Bth	L/S Price
F10084408	11/30/2017	501 CORAL WAY	Fort Lauderdale	7,360	5	5.5	$4,575,000
F10061987	11/03/2017	109 S Gordon Rd	Fort Lauderdale	9,060	6	7.0	$4,650,000
F10024310	07/31/2017	2312 Barcelona Dr	Fort Lauderdale	7,823	5	5.5	$4,850,000
F10050387	07/19/2017	440 San Marco Dr	Fort Lauderdale	10,000	5	8.5	$5,700,000
Averages:				**8,561**	**5**	**6.6**	**$4,943,750**

Summary

Status	Total	Avg Price	Avg $ Per SqFt	Median	Low	High	Avg DOM
Closed Sale	4	$4,943,750	$581.21	$4,750,000	$4,575,000	$5,700,000	176
Total	**4**	**$4,943,750**	**$581.21**	**$4,750,000**	**$4,575,000**	**$5,700,000**	**176**

Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

CMA Pro Report

These pages give a general overview of the selected properties.

Closed Sale Properties

501 CORAL WAY , Fort Lauderdale 33301



MLS #: **F10084408** Status: **CS**
County: **Broward County**
Subdivision: **CORAL ISLES**
Complex Nm:
Parking: **Driveway, Pavers**

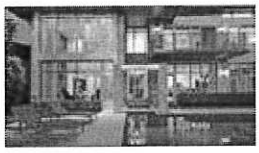
Beds: **5** L Price: **$4,995,000**
Baths: **5 / 1** L Date: **09/01/2017**
Age: **2014** S Price: **$4,575,000**
Pool: **Yes** S Date: **11/30/2017**
LA SqFt: **6,000**
TA SqFt: **7,360**

Tax Amt: **$78,826** Tax Year: **2016** Tax Info: **Tax Reflects City & County Tax**
Waterfront: **100** Wtrfrnt Dsc: **Canal Front, Canal Width 1-80 Feet**

Lot Desc: **Less Than 1/4 Acre Lot**

Rmks: **Stunning warm contemporary home in prestigious Las Olas Isles! Bright and open floor plan. Chef's kitchen w/oversized island, gas stove, high end appliances, ample storage & water views. Marble & wood floors throughout. Generous en suite bedrooms. Lavish master suite w/balcony, master bath w/dual vanities, free standing tub & rainfall shower. Outdoor area perfect for entertaining w/ample covered space, gazebo and custom pool. Generator. Located just minutes to the Intracoastal and inlet. Offered turn key.**

109 S Gordon Rd , Fort Lauderdale 33301



MLS #: **F10061987** Status: **CS**
County: **Broward County**
Subdivision: **Navarro Isle 15-40 B**
Complex Nm:
Parking: **Driveway**

Beds: **6** L Price: **$5,095,000**
Baths: **6 / 2** L Date: **04/09/2017**
Age: **2014** S Price: **$4,650,000**
Pool: **Yes** S Date: **11/3/2017**
LA SqFt: **6,860**
TA SqFt: **9,060**

Tax Amt: **$83,660** Tax Year: **2016** Tax Info: **Tax Reflects City & County Tax**
Waterfront: **103** Wtrfrnt Dsc: **Canal Front, Canal Width 121 Feet Or More, No Fixed Bridges, Ocean Access**

Lot Desc: **1/4 To Less Than 1/2 Acre Lot**

Rmks: **Stunning Modern Architecture enlivens this recently built LAS OLAS Waterfront Estate. The Home lives more like a RESORT with 5BRs/6.2 BA plus a FULL GUEST APT with Summer Poolside Bar/Entertainment area. Huge Open Kitchen with Great room, Living and Dining, all overlooking a 150' wide canal on a 103' WF. Master suite with Huge Bath/Closets.Fresh and functional design, Luxurious Finishes, Control 4, Sub-Zero, Wolf, home theater, fireplaces, so much more. Steps to Las Olas shopping/dining. OVER 9000 TSF**

Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

CMA Pro Report

These pages give a general overview of the selected properties.

Closed Sale Properties

2312 Barcelona Dr , Fort Lauderdale 33301



MLS #: **F10024310** Status: **CS**
County: **Broward County**
Subdivision: **Sea Island**
Complex Nm:
Parking: **Driveway, Pavers**

Beds: **5** Baths: **5 / 1** Age: **2016** Pool: **Yes** LA SqFt: **6,003** TA SqFt: **7,823**

L Price: **$5,395,000** L Date: **07/28/2016** S Price: **$4,850,000** S Date: **7/31/2017**

Tax Amt: **$23,657** Tax Year: **2015** Tax Info: **New Construction**
Waterfront: **80** Wtrfrnt Dsc: **Canal Width 81-120 Feet, No Fixed Bridges, Seawall**

Lot Desc: **Less Than 1/4 Acre Lot**

Rmks: **Las Olas modern masterpiece with cutting edge architecture by Robert Tuthill, world class interiors by Antrobus + Ramirez Design, and built by award winning builder Jeff Hendricks. This new construction residence features 7,800 sq ft of luxury indoor and outdoor water front living, 5 bedrooms, 5.5 baths, 3 car garage, expansive covered balconies, Poggenpohl/Boffi cabinetry, wine room, wet bar, game/media room, gas fireplace, elevator, prewiring for smart home, and pool with infinity spa.**

440 San Marco Dr , Fort Lauderdale 33301



MLS #: **F10050387** Status: **CS**
County: **Broward County**
Subdivision: **Coral Isles 15-60 B**
Complex Nm:
Parking: **Circular Drive, Pavers**

Beds: **5** Baths: **8 / 1** Age: **2017** Pool: **Yes** LA SqFt: **7,500** TA SqFt: **10,000**

L Price: **$6,499,000** L Date: **01/28/2017** S Price: **$5,700,000** S Date: **7/19/2017**

Tax Amt: **$17,816** Tax Year: **2016** Tax Info: **Tax Reflects City & County Tax**
Waterfront: **100** Wtrfrnt Dsc: **Canal Front, Canal Width 81-120 Feet**

Lot Desc: **1/4 To Less Than 1/2 Acre Lot**

Rmks: **BRAND NEW!!STUNNING WATERFRONT 3 STORY TRANSITIONAL /MODERN HOME, BUILT BY ZAZARINO BUILDING. 100 FEET OF WATER FRONTAGE, EASY OCEAN ACCESS WITH NO FIXED BRIDGES AND ONLY 5 MINUTES FROM PORT EVERGLADES. SUPERB FINISHES, DOWNSVIEW KITCHEN,POOL/SPA W LED JETS, SMART HOME, LUTRON LIGHTING/SHADE SYSTEMS, NEW SEAWALL,CONCRETE DOCK PROF LANDSCAPED, 3 STORY ELEVATOR, MULTICOLORED CEILING COVE LIGHTING, BOAT LIFT,CEILING SPEAKERS, TWIN SUB-ZEROS REFIG., HIGH END FIXTURES, BBQ MUCH MORE, MUST SEE TO APPRECIATE!**

Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

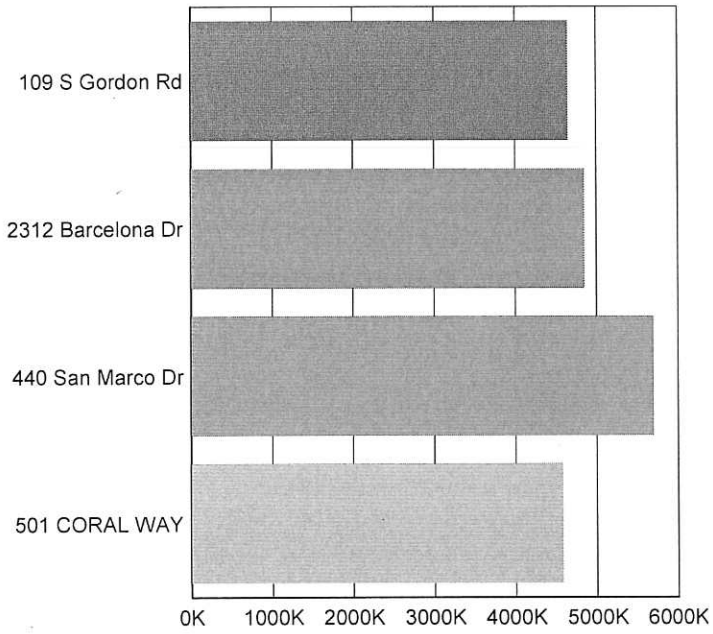
Friday, December 22, 2017

CMA Pro Report

These pages give a general overview of the selected properties.

Closed Sale Properties

Total # of Listings	**4**
Lowest Price	**$4,575,000**
Highest Price	**$5,700,000**
Average Price	**$4,943,750**
Avg. Price/SqFt	**$752.07**



Comparative Market Analysis

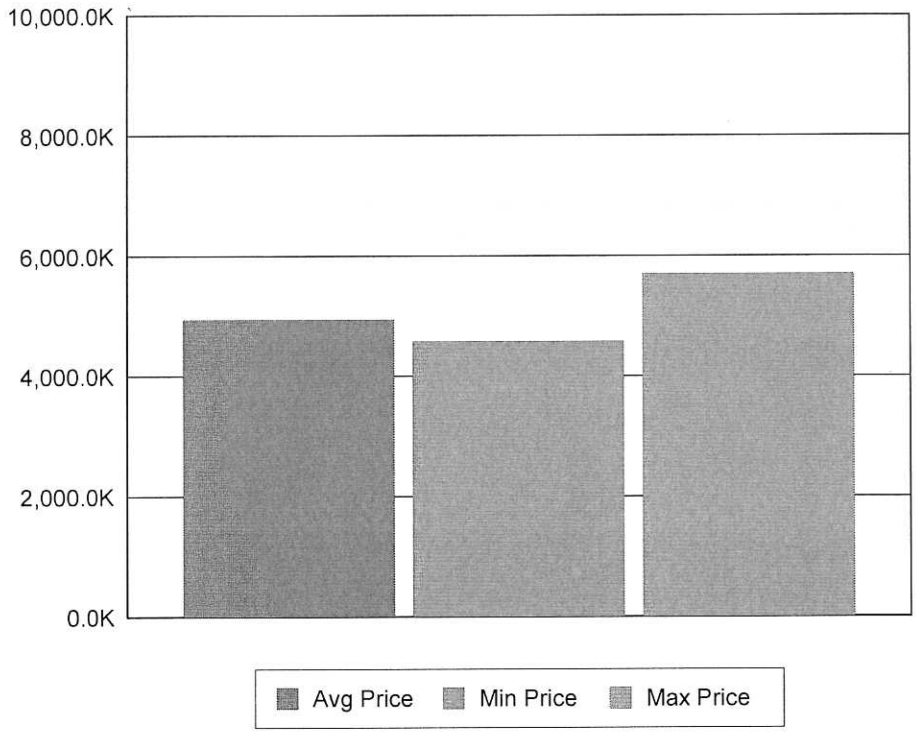
300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

CMA Pro Report

These pages give a general overview of the selected properties.

Summary Graph/Analysis



Cumulative Analysis

Listing Category	Lowest Price	Highest Price	Average Price	Avg $ Per SF
Closed Sale	$4,575,000	$5,700,000	$4,943,750	$752.07
Totals / Averages	**$4,575,000**	**$5,700,000**	**$4,943,750**	**$752.07**

Sold Property Analysis

Address	List Price	Sold Price	%SP/LP	SP/Sqft
501 CORAL WAY	$4,995,000	$4,575,000	%91.59	$762.50
109 S Gordon Rd	$5,095,000	$4,650,000	%86.19	$677.84
2312 Barcelona Dr	$5,395,000	$4,850,000	%87.39	$807.93
440 San Marco Dr	$6,499,000	$5,700,000	%83.97	$760.00
Total Averages	**$5,496,000**	**$4,943,750**	**%87.29**	**$752.07**

Property Summary

S	Street Address	Bds	Bth	Sqft	L Price	S Price	Sold Date
Closed Sale							
CSALE	501 CORAL WAY	5	6 (5 1)	7,360	$4,995,000	$4,575,000	11/30/2017

Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

CMA Pro Report

These pages give a general overview of the selected properties.

S	Street Address	Bds	Bth	Sqft	L Price	S Price	Sold Date
CSALE	109 S Gordon Rd	6	8 (6 2)	9,060	$5,095,000	$4,650,000	11/03/2017
CSALE	2312 Barcelona Dr	5	6 (5 1)	7,823	$5,395,000	$4,850,000	07/31/2017
CSALE	440 San Marco Dr	5	9 (8 1)	10,000	$6,499,000	$5,700,000	07/19/2017

Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

Pricing Recommendation

This page suggests a recommended selling price based on a thorough analysis of your property.

After analyzing your property, comparable properties on the market now, recent sales and comparable properties that failed to sell, I conclude that in the current market, your property is most likely to sell for .

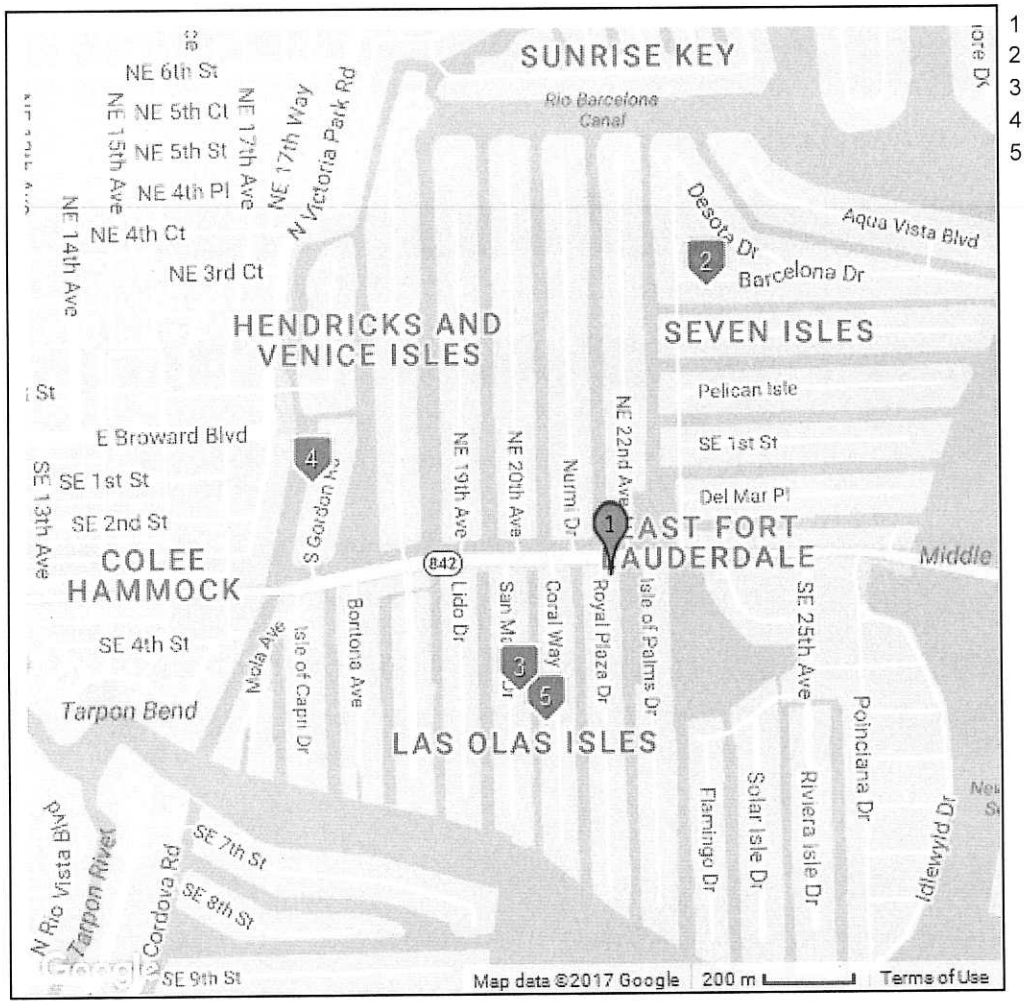
Comparative Market Analysis

300 ROYAL PLAZA DR
Broward County, 33301

Friday, December 22, 2017

CMA Map Layout

This page displays the Map for the CMA Subject and your comparables.



1	300 ROYAL PLAZA DR
2	2312 Barcelona Dr
3	440 San Marco Dr
4	109 Gordon Rd S
5	501 Coral Way

LAND TRUST AGREEMENT for Jean Pierre Trust#1

THIS TRUST AGREEMENT dated this 12 **day of July, 2016** entered into between **Douglas E. Nicholson** hereinafter called "Trustee", which designation shall include all successor Trustees and the persons and/or trusts and/or corporations as separate set forth:

NAME	ADDRESS	UNIT(S) OF OWNERSHIP	BENEFICIAL INTEREST
Jeremy L. Marcus	1705 NE 8th Street Ft. Lauderdale, FL 33304	**100**	**100%**

Herein after called the "Beneficiary", which designation shall include all successors in interest to any Beneficiaries.

WITNESSETH:

WHEREAS, Trustees have contracted to purchase or purchased said lands more particularly set forth in Exhibit I attached hereto and incorporated herein.

WHEREAS, title to such property included in Exhibit I attached hereto has been or will be conveyed to Trustee in accordance with Chapter 689.071 of the Florida Statutes (Land Trusts);

NOW, THEREFORE, in consideration of the premises, the mutual promises hereinafter set forth, the sum of One Dollar ($1.00) paid by Trustees to Beneficiary, and other good and valuable consideration, the Trustee and Beneficiary mutually covenant and agree that when the Trustees have taken title to the property ("property" as used herein shall mean any lands included in and described in Exhibit I attached hereto), as Trustees under this Agreement, Trustees will hold the title, in trust, for the following uses and purposes and subject to the following terms and conditions:

1. OBJECTS AND PURPOSES OF TRUST: The objects and purposes of this Trust shall be to hold title to the trust property and to lease it, protect it and conserve it until its sale or other disposition or liquidation. The Trustee shall not undertake any activity not strictly necessary to the attainment of the foregoing objects and purposes; nor shall the Trustee transact business of any kind with respect to the trust property within the meaning of Chapter 609 of the Florida Statutes, or any other law; nor shall this Agreement be deemed to be, or create or evidence the existence of a corporation, de factor or de jure, or a Massachusetts Trust, or any other type of business trust, or an association in the nature of a corporation, or a co-partnership or joint venture by or between the Trustee and the Beneficiaries, or by or between the Beneficiaries.

2. NAMES, ADDRESSES AND INTEREST OF BENEFICIARIES: The persons, trusts and/or corporations named above as "Beneficiary" is the Beneficiary of this Trust and as such shall be entitled to all of the earnings, avails and proceeds of the trust property, according to the beneficial interest set forth opposite each respective name.

3. INTERESTS OF BENEFICIARIES ARE PERSONALTY: The interests of the Beneficiary shall consist solely of the right to receive the proceeds and avails from the rental, sale, mortgage or other disposition of the property. The foregoing right shall be deemed to

EXHIBIT
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B

be personal property only, and may be assigned and otherwise transferred as set forth herein. No Beneficiary shall have any legal or equitable right, title or interest, as realty, in or to any real estate held in trust under this Agreement, or the right to require partition of such real estate, but shall have only the right, as personality, set out above, and the death of a Beneficiary shall not terminate this Trust or in any manner affect the powers of the Trustee.

4. DUTIES OF TRUSTEE: The Trustee, in his sole and sound discretion, assumes and agrees to perform the following active and affirmative duties:

(a) To Execute Instruments: The Trustee is hereby empowered to execute a mortgage note in the future but to acquire title to the property at this time. The Trustee, after written approval of the Beneficiary shall execute such instruments as necessary to protect and conserve the trust property, to sell, contract to sell and grant options to purchase the property and any right, title or interest in it; to exchange the property; to convey the property by deed or other conveyance to any grantee with or without consideration; to mortgage, pledge, or otherwise encumber the property or any part of it; contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the property or any part of it from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in, to or about the property or any part of it. Anything herein to the contrary notwithstanding, the Trustee shall not sell the trust property within three (3) years of the date hereof without the consent of at least 51% of the beneficial interests.

(b) To Sell Trust Property and Distribute Proceeds. The Trustee shall sell the trust property under the terms and conditions provided herein and distribute all proceeds from the sale of the trust property and at least 90% of the net income, of any nature whatsoever, from the trust property.

© To Furnish Information Concerning Taxes and Assessments. The Trustee shall, on or before November 15 of each year, if such information is then available, determine the amount of all taxes and assessments for public improvements that may be levied upon or against the property and advise the Beneficiaries of this Trust of their amount and due date, and the available discount for their prompt payment.

(d) To Keep Records of Trust. The Trustee shall keep and render full and correct accounts with respect to the administration of the Trust.

(e) To File Ad Valorem Tax Returns. The Trustee shall file all yearly ad valorem tax returns covering any real property held in trust under this Agreement as and when required by any country, municipality or other governing body.

(f) To Prepare Fiduciary Reports. The Trustee shall prepare and file all fiduciary reports and submit a copy of such reports annually to the Beneficiaries of the Trust.

(g) To Submit Terminal Accounting. The Trustee is to prepare and submit a final report to the Beneficiaries on termination of the Trust.

(h) To Act with Regard to Zoning, Rezoning and Condemnation. The Trustee shall take all actions necessary concerning the zoning, rezoning, or condemnation of the property or any part of it.

(I) To Enforce Security. The Trustee shall enforce any security held by the

Trustee at such time and in such manner as the Trustee determines to be in the best interest of the Trust.

(j) To Grant Rights-of-Way and Easements. The Trustee, after written approval of the beneficiaries of at least fifty-one (51) percent of the beneficial interests hereof, shall donate such land for road right-of-way purposes, and such other easements for utilities, and execute appropriate deeds or easements, as approved from time to time.

(k) To Employ Professional Counselors. The Trustee shall employ attorneys, accountants, surveyors, land planners, managers, appraisers, caretakers and such other qualified persons whose assistance and guidance may be required by the Trustee for the satisfactory accomplishment of the duties of the Trustee and to pay for such services at the prevailing rates.

(l) To Advise Beneficiaries of Payments Due. The Trustee shall determine the amounts due from time to time from each Beneficiary, and advise the Beneficiaries at least five (5) days in advance of any payment date, of the amount due and due date of such payment and each Beneficiary's amount thereof.

(m) To Distribute Trust Assets on Termination. Upon final termination of this Trust as provided hereinafter, all Trust assets, both cash and kind shall be distributed to beneficiaries herein in accordance with the respective interest of each, or to their successors and assigns.

5. RIGHTS AND OBLIGATIONS OF BENEFICIARIES: The Beneficiaries assume and agree:

(a) That each Beneficiary shall promptly pay to the Trustee his or her or its share of principal, interest, taxes, maintenance, and any other liens or assessments due from time to time from said Beneficiaries, and shall advance to the Trustee necessary monies for expenses incurred by the Trustee. All of such sums shall be remitted by the Beneficiary in accordance with his or her proportional share or interest to the Trustee, within thirty (30) days following notice thereof from the Trustee.

(b) That each Beneficiary shall have the right to sell the rights to proceeds and profits only from his or her proportional interests herein upon the following terms and conditions:

(1) Following receipt of a bona fide offer to purchase such said proceeds and profits of a beneficial interest from any party not a party to this agreement, such Beneficiary shall deliver to the Trustee a signed copy of such offer to purchase, and the Trustee shall thereupon notify all the remaining Beneficiaries of such offer.

(2) The remaining Beneficiaries, pro-rate, or jointly and severally, shall have the right to purchase the interest of the Beneficiary who has received the offer for his, her or its interests herein, upon the same terms and conditions, such right to be exercised by the remaining Beneficiaries as provided herein within fifteen (15) days following receipt of the notice from the Trustee.

(3) In default of the exercise of the right to purchase by the remaining Beneficiaries, any Beneficiary herein shall have the right herein to sell the rights to proceeds and profits only of his or her proportionate share to the bona fide offeror who is not an original Beneficiary under this Agreement, provided that such purchasing party agrees, in writing, to all of the terms and conditions of this Agreement and that a written

Assignment in proper form, between the selling Beneficiary of his interests herein and his or her purchaser, together with the assumption, as hereinbefore set forth is duly furnished to the Trustee.

(4) Any individual Beneficiary herein, provided he or she is not then in default as hereinafter defined and provided, may sell, assign or transfer his or her proportional interest to his or her spouse, parents or children, outright or in trust, without restriction (except that such Assignee must agree in writing to be bound by all the terms, provisions and conditions herein set forth).

6. RIGHTS UPON DEFAULT OF BENEFICIARY. If the Trustee does not receive the funds requested from any Beneficiary within thirty (30) days following written notice form the Trustee requesting such funds, the Beneficiary failing to remit funds to the Trustee pursuant to a written notice shall be deemed to be in default. The Trustee shall, forthwith, following default by a Beneficiary, notify the other Beneficiaries of such default, and the Beneficiaries not then in default shall have the following rights and obligations:

(a) Each Beneficiary not then in default shall be obligated and required to advance to the Trustee, pro-rate, the monies then required to have been advanced by the Beneficiary in default, and each remaining Beneficiary shall also be required to assume, pro-rata, all contributions thereafter required to be made for the proportionate interest of the defaulting Beneficiary. Such additional payment shall be required from a Beneficiary within thirty (30) days following receipt of notice.

(b) The beneficial interest of the defaulting Beneficiary shall be deemed to be terminated, and such Beneficiary shall have no interest in or right to any Trust property or to the proceeds and profits thereof, and shall not be required to make any further payments as provided herein. However, the defaulting Beneficiary shall remain personally liable to the Trustee pursuant to the provisions of Paragraph 12 herein.

7. PROTECTION OF THIRD PARTIES DEALING WITH TRUSTEE. No party dealing with the Trustee in relation to the trust property in any manner whatsoever, and (without limiting the foregoing) no party to whom the property or any part of it, or any interest in it, shall be conveyed, contracted to be sold, lease or mortgaged by the Trustee shall be obliged:

(a) To see to the application of any purchase money, rent or money borrowed, or otherwise advanced on the property;

(b) To see that the terms of this Trust Agreement have been complied with;

© To inquire into the authority, necessity or expediency of any act of the Trustee, or

(d) Be privileged to inquire into any of the terms of this Trust Agreement.

Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the trust property shall be conclusive evidence in favor of every person claiming any right, title or interest under the Trust:

(a) That at the time of its delivery the Trust created under this Agreement was in full force and effect;

(b) That such instrument was executed in accordance with the terms and conditions of this Agreement, and all its amendments, if any, and is binding upon all Beneficiaries under it;

© That the Trustee was duly authorized and empowered to execute and

deliver every such instrument;

(d) That if a conveyance has been made to a successor or successors in trust, that such successor or successors have been appointed property and are vest fully with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

8. TRUST AGREEMENT NOT TO BE RECORDED. This Agreement **shall not** be placed on record in the county in which the property is situated, or elsewhere, but if it is so recorded, such recording shall not be considered as notice of the rights of any persona under this Agreement derogatory to the title or powers of the Trustee.

9. BENEFICIARY CANNOT BIND TRUSTEE OR OTHER BENEFICIARY: No Beneficiary shall have the authority to contract for or in the name of the Trustee or any other Beneficiary or to bind the Trustee or any other Beneficiary personally.

10. TRUSTEE SHALL FILE INCOME TAX RETURNS. The Trustee shall be obligated to file income tax returns with respect to this Trust as required by law, and, the Beneficiaries individually shall report and pay their share of income taxes on the earnings and avails of the trust property or growing out of their interest under this Trust.

11. TRUSTEE NOT INDIVIDUALLY LIABLE: The Trustee shall not be required, in dealing with the trust property, or in otherwise acting under this Agreement: (a) to enter into any individual contract or other individual obligations whatsoever; nor (b) to make himself individually liable to pay or incur the payment of any damages, attorneys' fees, fines, penalties, forfeitures, costs, charges or other sums of money whatsoever. The Trustee shall have no individual liability or obligation whatsoever arising from his ownership, as Trustee, of the legal title to the property, or with respect to any act done or contract entered into, or indebtedness incurred by him, in dealing with the trust property, or in otherwise acting under this Agreement, except only so far as the trust property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of such liability or obligation.

12. REIMBURSEMENT AND INDEMNIFICATION OF TRUSTEE. If the Trustee shall pay or incur any liability to pay any money on account of this Trust, or incur any liability to pay any money on account of being made a party to any litigation as a result of holding title to the trust property, or otherwise in connection with this Trust, whether because of default upon any mortgage encumbering the property described in Exhibit I, breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the Beneficiaries, pro-rata, agree that on demand they will pay to the Trustee, with interest at the rate of fourteen (14) percent, per annum, all such payments made or liabilities incurred by the Trustee, together with his expenses, including reasonable attorneys' fees, and that they will indemnify and hold the Trustee harmless of and from any and all payments made or liabilities incurred by him for any reason whatsoever as a result of this Agreement; and all such amounts so paid by the Trustee shall constitute a lien on the trust property. The Trustee shall constitute a lien on the trust property. The Trustee shall not be required to advance or pay out any money on account of this Trust, or to prosecute or defend any legal proceedings involving this Trust, or any property or interest under this Agreement unless he shall be furnished with sufficient funds or be indemnified to his satisfaction. The Trustee shall be held harmless and indemnified by the beneficiaries while acting in any manner in

accordance with the terms and provisions of this Agreement.

13. RESIGNATION, DEATH OR INCOMPETENCY OF TRUSTEE. In the event of the removal, resignation, death, incompetency or bankruptcy of the Trustee, **Kyle A. Hunt** is hereby appointed the temporary successor Trustee. He shall within ten (10) days following removal, resignation, death, incompetency or bankruptcy of the Trustee, mail notice thereof to each of the Beneficiaries by registered or certified United States mail at the last address of such Beneficiary as shown herein within thirty (30) days following the removal, resignation, death, incompetency or bankruptcy of a Trustee hereof, each of the Beneficiaries shall have the following rights:

(a) To nominate and designate a successor Trustee, who, with the written approval of the Beneficiaries of at least fifty-one (51) percent of the beneficial interests hereof, then remaining as beneficiaries of this Trust, shall succeed as a Trustee hereof, to serve upon the same terms and conditions as the Trustees originally designated and with the same rights, powers and privileges pertaining thereto; or

(b) The temporary, successor Trustee shall act and serve during the interim period as Trustee, with all of the rights and powers of the Trustees initially named.

(c) This Land Trust shall continue for the remainder of the term herein provided with the successor Trustee and Trustees, as the situation requires from time to time.

(d) The Trustee or any of his successors may be removed without cause upon the majority vote of the beneficiaries of this Trust.

14. AMENDMENT OF TRUST AGREEMENT: This Agreement contains the entire understanding between the parties and may be amended, revoked, or terminated only by a written Agreement signed by the Trustee and fifty-one (51) percent of the Beneficiaries (except that no Amendment shall alter the ownership right of any Beneficiary, and/or the right to receive the appropriate proportional interest in proceeds and profits.

15. LAW GOVERNS CONSTRUCTION: This Agreement shall be construed in accordance with the laws of the State of Florida.

16. CERTIFIED AND COUNTERPART COPIES SATISFACTORY EVIDENCE: Copies of this Agreement, or any amendment to it, certified by the Trustee to be true and correct, and counterparts with one or more signatories, shall be satisfactory evidence of such Agreement for all purposes as to the persons who have executed such counterpart.

17. COMPENSATION OF TRUSTEE: The Trustee, jointly and severally, agrees that there will be no fee charged by Trustee for services rendered in connection with his duties under this Agreement. Trustee will receive, however, full reimbursement for reasonable expenses incurred by Trustee under this Agreement.

18. NOTICES: All notices required to be given hereunder shall be given by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or such other place or places as the party may designate in writing.

19. SUCCESSORS BOUND BY THIS AGREEMENT. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon any successor Trustee under it, as well as upon the executors, administrators, heirs, assigns and all other successors in interest of the Beneficiaries.

requisite beneficial interest and possessory right to such real property to comply with section 196.031 of the FLORIDA STATUTES, such right constitutes in all respects "equitable title to real estate" as that term used in Section 6 article 7 of the Constitution of Florida.

IN WITNESS WHEREOF, the Trustee and the Beneficiaries have executed this Trustee Agreement the date and year first above written.

WITNESS:

Zera Leonardi

WITNESS:

Craig Smith

WITNESS:

Kelci Franklin

WITNESS:

Isiaha Williams

BENEFICIARY

Jeremy L. Marcus

TRUSTEE

Douglas E. Nicholson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 17-60907-CIV-Moreno/Turnoff

FEDERAL TRADE COMMISSION, and

STATE OF FLORIDA,

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al.*,

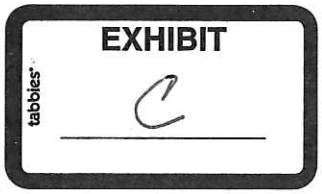
Defendants and Relief Defendants.

DEFENDANT'S RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES AND DOCUMENT REQUESTS DIRECTED TO DEFENDANT JEREMY LEE MARCUS

Defendant, Jeremy Marcus, by and through his undersigned counsel and in accordance with Rules 26 and 36 of the Federal Rules of Civil Procedure, hereby submits his objections and responses to Plaintiffs', Federal Trade Commission's ("FTC") and State of Florida, First Set of Interrogatories and Document Requests as follows:

PRELIMINARY STATEMENT

1. The information requested in Plaintiffs' Interrogatories and Document Request are provided in accordance with the provisions and intent of the Federal Rules of Civil Procedure, which require the disclosure of non-privileged facts within the recipient's knowledge that is relevant to any party's claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving



the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.

2. By providing the information requested, Marcus does not waive objections as to the admissibility of such Answers into evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to, competency, relevancy, materiality, and privilege. The responses and objections do not imply, and should not be construed as implying, that Marcus considers Plaintiffs' Interrogatories and Document Requests or Marcus's responses to be relevant or material to the subject matter of this action.

3. Marcus's responses are based on information now known. Marcus has not yet completed its discovery of the facts of this lawsuit nor prepared for trial and therefore reserves its rights to amend, modify, or supplement objections and Answers if it learns of new information.

4. Marcus expressly reserves the right to supplement, clarify, revise, or correct any or all of the Answers and objections herein, and to assert additional objections or privileges, in one or more supplemental response(s).

GENERAL OBJECTIONS

1. Marcus objects to Plaintiffs' Interrogatories and Document Request to the extent they purport to impose requirements other than or in addition to the requirements set forth by the Federal Rules of Civil Procedure or the Local Rules of this Court.

2. Marcus objects to the Plaintiffs' Interrogatories and Document Request to the extent they seek information outside the possession, custody, or control of Marcus.

3. Marcus objects to Plaintiffs' Interrogatories and Document Request on the grounds and to the extent compliance would be unduly burdensome. As used herein, "unduly burdensome" means that the Interrogatories require an unreasonably extensive and/or expensive

search for information and documents that are of little or no value to this lawsuit such that the burden and expense of obtaining the information or documents far outweigh the value of their production.

The foregoing general objections are incorporated into each and every objection to Plaintiffs' Interrogatories and Document Request as if fully set forth below.

INTERROGATORIES

INTERROGATORY NO. 1:

Identify and describe in detail the basis for your First Defense, including all facts that support your claim that you and Defendants "have acted in good faith in [your] business practices and in a lawful manner toward consumers and in conformity with all applicable laws and regulations," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 2:

Identify and describe in detail the basis for your Second Defense, including which of "the allegedly violative statements set forth in the Complaint" "were even made" by you or Defendants, which of those statements "were not false or misleading statements of material fact," and all facts that support your claim that those statements "were not false or misleading statements of material fact," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 3:

Identify and describe in detail the basis for your Third Defense, including all facts that support your claim that you "did not breach any lawful duty owed to consumers for the transactions and events which are the subject matter of the Complaint," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 4:

Identify and describe in detail the basis for your Fourth Defense, including all "third parties" you claim are responsible for "the alleged violations and damages sustained by consumers," as claimed in your Fourth Defense of your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 5:

Identify and describe in detail the basis for your Fifth Defense, including all facts that support your claim that the "consumers alleged in the Complaint did not reasonably rely on representations or affirmations . . . made by Defendants," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 6:

Identify and describe in detail the basis for your Sixth Defense, including all facts that support your claim that "[e]ach 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," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 7:

Identify and describe in detail the basis for your Seventh Defense, including the "benefit" you allege consumers received, all "refunds paid to consumers," and the "costs associated with the sale of services," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 8:

Identify and describe in detail the basis for your Eighth Defense, including all facts that support your claim that "the consumers alleged in the Complaint . . . assumed the risk for all damages alleged," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 9:

Identify and describe in detail the basis for your Ninth Defense, including all facts that support your claim that "consumers failed to take reasonable efforts to mitigate their damages," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 10:

Identify and describe in detail the basis for your Tenth Defense, including all facts that support your claim that "Plaintiffs' claims, in whole or in part, are barred by the doctrine of accord and satisfaction," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 11:

Identify and describe in detail your job title, duties and responsibilities, each person you reported to, and each employee who reported to you for each of the Corporate Defendants, including the start and end date of those titles, duties, and responsibilities.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 12:

Identify and describe in detail the basis for your Eleventh Defense, including all facts that support your claim that you "lacked the requisite control, authority, or knowledge necessary to establish personal liability," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

INTERROGATORY NO. 13:

Identify and describe in detail the basis for your Twelfth Defense, including all facts that support your claim that "Defendants are entitled to set-off, contribution, and/or indemnity" and any "settlement amounts or damages received by customers with respect to the same alleged injuries giving rise to private causes of action," as alleged in your Answer.

ANSWER: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

DOCUMENT REQUEST

REQUEST FOR PRODUCITON NO. 1:

All documents supporting your responses to Plaintiffs' Interrogatories.

RESPONSE: None at this time. Mr. Marcus refers Plaintiffs' to his invocation of his Fifth Amendment right not to answer the Interrogatories on the grounds of self-incrimination.

Dated: November 29, 2017

By: /s/ Rachel Hirsch

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Counsel for Defendant,
Jeremy Marcus,

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of November, 2017, I caused a true and correct copy of the foregoing to be served on all counsel of record and other parties identified on the below Service List via First Class U.S. and Electronic mail.

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Counsel for Defendants,
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Receiver and his Counsel

By: /s/ Rachel Hirsch
Rachel Hirsch

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 17-60907-CIV-Moreno/Turnoff

FEDERAL TRADE COMMISSION, and

STATE OF FLORIDA,

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al.*,

Defendants and Relief Defendants.

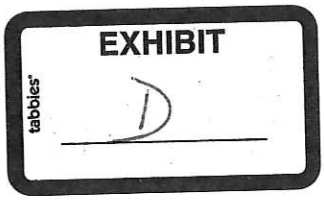
DEFENDANT'S RESPONSES TO PLAINTIFFS' FIRST REQUEST FOR ADMISSIONS DIRECTED TO DEFENDANT JEREMY LEE MARCUS

Defendant, Jeremy Marcus, by and through his undersigned counsel and in accordance with Rules 26 and 36 of the Federal Rules of Civil Procedure, hereby responds to Plaintiffs', the Federal Trade Commission ("FTC") and State of Florida, First Request for Admissions as follows:

PRELIMINARY STATEMENT

1. The information provided in response to Plaintiffs' First Set of Requests for Admission ("Requests") is provided in accordance with the provisions and intent of the Federal Rules of Civil Procedure, which require the disclosure of non-privileged facts within the recipient's knowledge if such facts are relevant or reasonably calculated to lead to the discovery of admissible evidence.

2. In responding to the Requests, Mr. Marcus does not waive any specific objections that are set forth in the responses to particular Requests. By making his Responses (partial or complete), Mr. Marcus does not concede that any Request is relevant or admissible in court. Mr.



Marcus expressly reserves the right to object to further discovery of any of the Requests and to supplement his Responses should further investigation disclose responsive information.

3. Mr. Marcus's responses to the Requests are based on information now known to him and/or his counsel. Mr. Marcus has not yet completed his discovery of the facts of this lawsuit nor prepared for trial and therefore reserves his rights to amend, modify, or supplement objections and responses if he learns of new information.

GENERAL OBJECTIONS

1. In responding to these Requests, Mr. Marcus does not waive any arguments previously asserted in these proceedings. Rather, Mr. Marcus incorporates herein by reference any arguments previously raised.

2. Mr. Marcus objects to Plaintiffs' Requests to the extent they purport to impose requirements other than or in addition to the requirements set forth by the Federal Rules of Civil Procedures or the Local Rules of this Court.

3. Mr. Marcus objects to the Requests to the extent they seek information that is not within his possession, custody, or control.

4. Mr. Marcus objects to the Requests on the grounds and to the extent that compliance would be unduly burdensome. As used herein, "unduly burdensome" means that the Requests require an unreasonably extensive and/or expensive search for information and documents that are of little or no value to this lawsuit such that the burden and expense of obtaining the information or documents far outweigh the value of their production.

These General Objections are incorporated into each and every Response as if fully set forth below.

REQUESTS FOR ADMISSIONS

1. You acquired, established, or caused the formation of the Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

2. You caused the filing of Articles of Organization, Articles of Incorporation, Annual Reports, and Amendments for Corporate Defendants with their applicable Secretaries of State.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

3. You were an owner, officer, principal, manager, or director of the Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

4. Acting alone or in concert with others, you formulated, directed, controlled, or had authority to control the acts and practices of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

5. You had authority to hire, fire, and supervise Corporate Defendants' employees.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

6. You had authority to enter into or to terminate contracts with persons for the provision of services to or for the benefit of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

7. Corporate Defendants conducted their business practices together as a group.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

8. Corporate Defendants had common ownership.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

9. Corporate Defendants had common officers.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

10. Corporate Defendants had common managers.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

11. Corporate Defendants had common business functions.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

12. Corporate Defendants had common employees.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

13. Corporate Defendants had common office locations.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

14. Corporate Defendants used, shared, or comingled common funds.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

15. Corporate Defendants operated websites, including those identified in the following documents previously served on you:

a. Declaration of Michael S. Liggins and at Exhibit E thereto;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. Declaration of Jaqueline Marrero and at Exhibits A-C thereto;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. Declaration of Nicholas Lupo and at Exhibit H thereto.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

16. You had authority to control the content of material posted on Corporate Defendants' websites.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

17. Acting alone or in concert with others, you authorized the content of material posted on Corporate Defendants' websites.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

18. Acting alone or in concert with others, you participated in creating the content of material posted on Corporate Defendants' websites.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

19. Corporate Defendants used Mailers, including those documents previously served on you at Exhibit A to Declarations of Chris Dupont; Susan Falck; Joanne Giegner; David Maynard; Mona Terry; and William Allen Thompson; and Exhibit B to Declaration of Molli Miller.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

20. You had authority to control the content of Mailers.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

21. Acting alone or in concert with others, you authorized the content of Mailers.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

22. Acting alone or in concert with others, you participated in creating the content of Mailers.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

23. Acting alone or in concert with others, you hired or authorized the hiring of Marksys, LLC to send Mailers through the U.S. mail.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

24. Acting alone or in concert with others, in 2014 you authorized or caused millions of Mailers to be sent nationwide, through Marksys, LLC or otherwise.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

25. Acting alone or in concert with others, in 2015 you authorized or caused millions of Mailers to be sent nationwide, through Marksys, LLC or otherwise.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

26. Acting alone or in concert with others, between January 2016 and August of 2016 you authorized or caused millions of Mailers to be sent nationwide, through Marksys, LLC or otherwise.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

27. Acting alone or in concert with others, on or about May 3, 2017, you authorized or placed nine jobs of approximately 12,500 Mailers each with Marksys, LLC.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

28. Acting alone or in concert with others, you received lead information for Corporate Defendants generated from Mailers, including those provided to Marksys, LLC.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

29. Acting alone or in concert with others, you authorized employees of Corporate Defendants to use lead information generated from Mailers, including to those provided to Marksys, LLC, to make sales for Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

30. Corporate Defendants engaged in telemarketing.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

31. You directed or approved the filing of telemarketing licensure documents, for Corporate Defendants and their telemarketers, including those documents previously served on you in the Declaration of Liz Compton at Exhibits A-E.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

32. Corporate Defendants used sales scripts when engaging in telemarketing, including those admitted into evidence at the preliminary injunction hearing in this matter.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

33. You had authority to control the content of sales scripts used by Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

34. Acting alone or in concert with others, you authorized the content of sales scripts used by Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

35. Acting alone or in concert with others, you participated in creating the content of sales scripts used by the Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

36. Corporate Defendants used customer service scripts, including those admitted into evidence at the Preliminary injunction hearing in this matter.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

37. You had authority to control the content of customer service scripts used by Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

38. Acting alone or in concert with others, you authorized the content of customer service scripts used by Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

39. Acting alone or in concert with others, you participated in creating the content of customer service scripts used by Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

40. Corporate Defendants utilized electronically delivered documents when engaging with consumers, including the following documents served on you:

a. Declaration of John Banks, Exhibit B;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. Declaration of Michael Cheresko, Exhibit C;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. Declaration of Susan Falck, Exhibit B;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. Declaration of Joanne Giegner, Exhibits B-E;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. Declaration of David Maynard, Exhibit B;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. Declaration of Brett Naples, Exhibits A-C;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. Declaration of Mona Terry, Exhibits B-C;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. Declaration of Misty Young, Exhibit A.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

41. You had authority to control the content of Corporate Defendants' electronically delivered documents.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

42. Acting alone or in concert with others, you authorized the content of the Corporate Defendants' electronically delivered documents.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

43. Acting alone or in concert with others, you participated in creating the content of Corporate Defendants' electronically delivered documents.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

44. You hired or promoted Craig Davis Smith to manage Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

45. You directed the hiring or promotion of Craig Davis Smith to manage Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

46. Craig Davis Smith managed Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

47. You hired or promoted Yisbet Segrea to manage Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

48. You directed the hiring or promotion of Yisbet Segrea to manage Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

49. Yisbet Segrea managed Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

50. You participated in managing Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

51. You had authority to exert control over Corporate Defendants' day-to-day operations.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

52. You participated in Corporate Defendants' day-to-day operations.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

53. You controlled day-to-day operations of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

54. Craig Davis Smith had authority to exert control over Corporate Defendants' day-to-day operations.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

55. Craig Davis Smith participated in Corporate Defendants' day-to-day operations.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

56. Craig Davis Smith controlled day-to-day operations of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

57. Yisbet Segrea had authority to exert control over Corporate Defendants' day-to-day operations.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

58. Yisbet Segrea participated in Corporate Defendants' day-to-day operations.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

59. Yisbet Segrea controlled day-to-day operations of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

60. You had authority to exert control over Corporate Defendants' policies and procedures.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

61. You oversaw the implementation of Corporate Defendants' policies and procedures.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

62. Craig Davis Smith had authority to exert control over Corporate Defendants' policies and procedures.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

63. Craig Davis Smith oversaw the implementation of Corporate Defendants' policies and procedures.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

64. Yisbet Segrea had authority to exert control over Corporate Defendants' policies and procedures.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

65. Yisbet Segrea oversaw the implementation of Corporate Defendants' policies and procedures.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

66. You directed or controlled which persons could offer, promote, solicit, or telemarket goods or services using business names of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

67. Craig Davis Smith directed or controlled which persons could offer, promote, solicit, or telemarket goods or services using the business names of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

68. Yisbet Segrea directed or controlled which persons could offer, promote, solicit, or telemarket goods or services using the business names of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

69. You had authority to direct or control the finances of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

70. You directed or controlled the finances of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

71. You were a signatory on financial accounts of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

72. Craig Davis Smith was a signatory on financial accounts of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

73. Yisbet Segrea was a signatory on financial accounts of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

74. You executed checks on behalf of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

75. You were a contact person on Corporate Defendants' payment processing accounts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

76. You knew about Corporate Defendants' customer transaction refunds or return rates with payment processors.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

77. You knew about Corporate Defendants' customer transaction refund or return rates with financial institutions.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

78. You knew Bank of America, where Corporate Defendants maintained bank accounts, terminated its association with Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

79. You knew Citi National Bank of Florida, where Corporate Defendants maintained bank accounts, terminated its association with Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

80. You knew SunTrust Bank, where Corporate Defendants maintained bank accounts, terminated its association with Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

81. You knew Fifth Third Bank, where Corporate Defendants maintained bank accounts, terminated its association with Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

82. You knew PNC Bank, where Corporate Defendants maintained bank account accounts, terminated its association with Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

83. You received complaints from consumers concerning Corporate Defendants' business practices alleged in the Complaint.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

84. You knew consumers complained about Corporate Defendants' business practices alleged in the Complaint.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

85. You knew of consumer complaints about Corporate Defendants' business practices alleged in the Complaint from State Attorney Generals, including from:

a. the Arizona State Attorney General;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. the California State Attorney General;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. the Colorado State Attorney General;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. the Iowa State Attorney General;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. the New Mexico State Attorney General;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. the New York State Attorney General;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. the Pennsylvania State Attorney General;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. the Vermont State Attorney General; and

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. the West Virginia State Attorney General.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

86. You knew of consumer complaints about Corporate Defendants' business practices alleged in the Complaint through Craig Davis Smith.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

87. You knew of consumer complaints about Corporate Defendants' business practices alleged in the Complaint through Yisbet Segrea.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

88. You knew of consumer complaints about Corporate Defendants' business practices alleged in the Complaint through Corporate Defendants' employees.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

89. You knew of consumer complaints about Corporate Defendants' business practices alleged in the Complaint through IT professional Anthony Loche.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

90. You directed Anthony Loche to "delete vs hide" information that supports allegations asserted by Plaintiffs in their complaint against Corporate Defendants in this case.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

91. You received consumer complaints about Corporate Defendants' business practices alleged in the Complaint through complaint submission forms on Corporate Defendants' websites.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

92. You knew of consumer complaints about Corporate Defendants' business practices alleged in the Complaint through the Better Business Bureau.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

93. You received consumer complaints from the Better Business Bureau about Corporate Defendants' business practices alleged in the Complaint.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

94. You knew of consumer complaints about Corporate Defendants' business practices alleged in the Complaint from the Florida Department of Agriculture and Consumer Services.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

95. You received consumer complaints from the Florida Department of Agriculture and Consumer Services about Corporate Defendants' business practices alleged in the Complaint.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

96. You received consumer complaints from state regulatory bodies about Corporate Defendants' business practices alleged in the Complaint.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

97. You knew consumers complained to Corporate Defendants about Corporate Defendants' business practices alleged in the Complaint.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

98. You knew consumers complained on the Internet about Corporate Defendants' business practices alleged in the Complaint.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

99. With regard to the consumer complaints received about Corporate Defendants' business practices alleged in the Complaint:

a. Consumers complained they were promised low interest rate, debt consolidation loans, that they did not receive.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. Consumers complained they were promised a loan that would resolve their unsecured debts and they did not receive a loan that would resolve their unsecured debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. Consumers complained they were promised a loan that would rebuild their credit and they did not receive a loan that would rebuild their credit.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. Consumers complained they were told their debts would be paid off and their debts were not paid off.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. Consumers complained they were told they would become part of a non-profit service that would work to dismiss or settle their debts and they did not become part of a non-profit service that would work to dismiss or settle their debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. Consumers complained they were told that Corporate Defendants' non-profit status would provide them added benefits, like legal teams of attorneys, a credit corrections group, or low interest rates, and they did not receive those benefits.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. Consumers complained that they were promised their creditworthiness would improve and it did not.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. Consumers complained that their accounts with third-party debt relief providers had been taken over, that they would receive the same or similar debt relief services, and that they did not receive the same or similar debt relief services.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. Consumers complained that funds they were saving for their creditors in escrow accounts with third parties were taken by Corporate Defendants for things like "fees."

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. Consumers complained that their creditors were not contacted or that their creditors received a form letter that was not authorized by them and suggesting that consumers will be filing for bankruptcy or disputing the validity of their debts when that was not the case.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. Consumers complained money was withdrawn from their accounts immediately or shortly after they agreed to a loan from Corporate Defendants, and every month thereafter, and nothing was done for them.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. Consumers complained they were strung along with false explanations that time was needed to validate their debts or confirm payoff amounts on their debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

m. Consumers complained that since engaging Corporate Defendants, their bills were unpaid.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

n. Consumers complained that since engaging Corporate Defendants, their debts were going into default.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

o. Consumers complained that since engaging Corporate Defendants, their credit score was dropping.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

p. Consumers complained that since engaging Corporate Defendants, their credit was being destroyed.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

q. Consumers complained that since engaging Corporate Defendants, they were being forced into bankruptcy.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

r. Consumers complained that they received little or nothing for the money they paid Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

s. Consumers complained that they were refused refunds.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

100. You had authority to respond to or resolve complaints from consumers on behalf of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

101. You had authority to settle consumers' disputes against Corporate Defendants for or on behalf of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

102. Craig Davis Smith had authority to respond to or resolve complaints from consumers on behalf of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

103. Craig Davis Smith had authority to settle consumers' disputes against Corporate Defendants for or on behalf of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

104. Yisbet Segrea had authority to respond to or resolve complaints from consumers on behalf of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

105. Yisbet Segrea had authority to settle consumers' disputes against Corporate Defendants for or on behalf of Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

106. Corporate Defendants advertised, marketed, promoted, offered for sale, or sold, or assisted others in the advertising, marketing, promotion, or offering for sale, or selling of credit repair products or services.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

107. Corporate Defendants advertised, marketed, promoted, offered for sale, or sold, or assisted others in the advertising, marketing, promotion, or offering for sale, or selling of debt relief products or services.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

108. Corporate Defendants advertised, marketed, promoted, offered for sale, or sold, or assisted others in the advertising, marketing, promotion, or offering for sale, or selling of financial products or services.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

109. With regard to the company known to consumers as Active Debt Solutions, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Active Debt Solutions a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

110. With regard to the company known to consumers as Legal Helpers or Legal Helpers Debt Resolution, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Legal Helpers or Legal Helpers Debt Resolution a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

111. With regard to the company known to consumers as Brite Solutions, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Brite Solutions a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

112. With regard to the company known to consumers as the Law Offices of Cockburn & Associates or Sheila Cockburn, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with the Law Offices of Cockburn & Associates or Sheila Cockburn a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

113. With regard to the company known to consumers as Americore, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Americore a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

114. With regard to the company known to consumers as Consolidated Credit, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Consolidated Credit a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

115. With regard to the company known to consumers as Debt Be Gone, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Debt Be Gone a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

116. With regard to the company known to consumers as J. Hass Group, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with J. Hass Group a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

117. With regard to the company known to consumers as Negotiation Credit Services or Solid Ground or Solid Ground Financial, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Negotiation Credit Services d/b/a and a/k/a Solid Ground or Solid Ground Financial a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

118. With regard to the company known to consumers as Global Solutions or Global Client Solutions, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Global Solutions or Global Client Solutions a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

119. With regard to the company known to consumers as Get Set Consulting, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Get Set Consulting a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

120. With regard to the company known to consumers as Consumer Rights Firm, Corporate Defendants:

a. purchased or acquired one or more assets of that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

b. purchased or acquired a book or list of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

c. marketed to consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

d. obtained escrow funds of consumers previously enrolled with that company;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

e. used those funds previously held in escrow other than to pay those consumers' preexisting third-party creditors;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

f. used those funds previously held in escrow to pay themselves;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

g. charged consumers previously enrolled with that company a monthly fee;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

h. did not settle those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

i. did not renegotiate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

j. did not pay those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

k. did not eliminate those consumers' preexisting debts;

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

l. charged consumers previously enrolled with Consumer Rights Firm a fee before negotiating, settling, or altering the terms of those consumers' preexisting debts.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

121. "NGP" or "NGP Enterprises" did not provide loans to Corporate Defendants' customers.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

122. Corporate Defendants used the name "NGP" or "NGP Enterprises" to report to credit bureaus that Corporate Defendants' customers had loans.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

123. Corporate Defendants told consumers to call "NGP" or "NGP Enterprises" on a phone number that actually rang to Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

124. Corporate Defendants carried on business for their own profit or the profit of their members.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

125. Corporate Defendants did not operate as non-profit entities.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

126. Corporate Defendants did not have an independent board of directors.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

127. Corporate Defendants did not implement a charitable mission.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

128. Corporate Defendants did not file IRS Form 990.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

129. Corporate Defendants received either S Corp or Partnership treatment for income tax purposes.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

130. Corporate Defendants 321 Loans, Inc., Instahelp America, Inc., Financial Freedom National, Inc., and Breeze Financial Solutions were listed as S Corps on schedules you filed as part of your individual tax returns in your 2015 tax filings to the Internal Revenue Service.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

131. You used ordinary business income and ordinary business losses of Corporate Defendants 321 Loans, Inc., Instahelp America, Inc., Financial Freedom National, Inc., and Breeze Financial Solutions on your individual tax returns that you filed with the Internal Revenue Service.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

132. You took approximately $3.5 million in ordinary business losses from 321 Loans, Inc., and Financial Freedom National, Inc., or Instahelp America, Inc., on your individual tax return that you filed with the Internal Revenue Service for 2015.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

133. Corporate Defendants did not affiliate with entities that operated as non-profit entities.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

134. All of the income or revenue received by Corporate Defendants derived from Corporate Defendants' business activities.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

135. You have not received any income or revenue unrelated to Corporate Defendants' business activities.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

136. Corporate Defendants Active Debt Solutions, Breeze Financial Solutions, U.S. Legal Club, and InstaHelp America did not report employees to the State of Florida, Department of Revenue.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

137. Exhibits C and D to the Declaration of Michael S. Liggins are accurate summaries of the wages Corporate Defendants reported to the State of Florida, as well as a list of employees that were commonly shared/employed by Corporate Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

138. The Declaration of Roshni Agarwal, concerning the transfer of funds from Corporate Defendants to Relief Defendants for your personal real estate investments was true and accurate, *i.e.*, that monies received from consumers was used to acquire the entities and assets owned and controlled by you.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

139. You acquired, established, or caused the formation of the Corporate Relief Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

140. You caused the filing of Articles of Organization, Articles of Incorporation, Annual Reports, and Amendments for Corporate Relief Defendants with their applicable Secretaries of State.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

141. You were an owner, officer, principal, manager, member, director, or beneficiary of the Corporate Relief Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

142. Acting alone or in concert with others, you formulated, directed, controlled, or had authority to control the acts and practices of Corporate Relief Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

143. You caused money, property, or other assets to transfer from Corporate Defendants to Corporate Relief Defendants and Individual Relief Defendants.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

144. You caused money, property, or other assets to transfer from Corporate Defendants to Corporate Relief Defendants for no return consideration.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

145. You caused money, property, or other assets to transfer from Corporate Defendants to Individual Relief Defendants for no return consideration.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

146. Corporate Relief Defendants have no legitimate claim to the money, property, or assets that you caused Corporate Defendants to transfer to them.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

147. Individual Relief Defendants have no legitimate claim to the money, property, or assets that you caused Corporate Defendants to transfer to them.

RESPONSE: On the advice of counsel, Marcus invokes his Fifth Amendment right not to answer on the grounds of self-incrimination.

Dated: November 29, 2017

By: /s/ Rachel Hirsch

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Jeremy Marcus

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of November, 2017, I caused a true and correct copy of the foregoing to be served on all counsel of record and other parties identified on the below Service List via First Class U.S. and Electronic mail.

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Receiver and his Counsel

By: /s/ Rachel Hirsch
Rachel Hirsch