UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 17-60907-CIV-MORENO

FEDERAL TRADE COMMISSION, and

STATE OF FLORIDA,

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al.*,

Defendants and Relief Defendants.

Plaintiffs' Motion for Default Final Judgment and Order for Permanent Injunctive Relief and Monetary Judgment Against the Corporate Defendants

Pursuant to the Court's previous Orders[1] and Rule 55(b)(2) of the Federal Rules of Civil Procedure, Plaintiffs, the Federal Trade Commission and the Office of the Attorney General, State of Florida, Department of Legal Affairs ("State of Florida") (collectively, "Plaintiffs"), submit this motion for default final judgment against (1) 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; (2) 321Loans, Inc., f/k/a 321 Loans, Inc., also d/b/a 321Financial, Inc.; (3) Instahelp America, Inc., f/k/a Helping America Team, Inc., also d/b/a Helping America Group; (4) Helping America Group, LLC, f/k/a Helping America Group, Inc.; (5) Breeze Financial Solutions, Inc., also d/b/a Credit Health Plan and Credit Maximizing Program; (6) US Legal Club, LLC; (7) Active Debt Solutions, LLC, f/k/a

[1] *See* Docs. 99, 162, and 163.

Active Debt Solutions, Inc., also d/b/a Guardian Legal Center; (8) Guardian LG, LLC, also d/b/a Guardian Legal Group; (9) American Credit Security, LLC, f/k/a American Credit Shield, LLC; (10) Paralegal Support Group LLC, f/k/a Paralegal Staff Support LLC; (11) Associated Administrative Services, LLC, also d/b/a Jobfax; and (12) Discount Marketing USA S.A., and entry of the attached final order as to them and (13) Viking Management Services LLC; (14) Cockburn & Associate LLC; (15) Omni Management Partners LLC; (16) HP Media, Inc.; and (17) White Light Media LLC, whose default judgments have already been entered (together, the "Corporate Defendants").

I. INTRODUCTION AND BACKGROUND

Plaintiffs initiated this action on May 8, 2017, alleging that, in connection with defendants' deceptive marketing and sale of phony debt relief services, defendants violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310; and the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes (2016).[2] Plaintiffs simultaneously moved for a temporary restraining order with an asset freeze and appointment of a receiver, which the Court subsequently granted (the "TRO").[3] On May 17, 2017, after a contested hearing, the Court found Plaintiffs had a substantial likelihood of success on the merits and entered a preliminary injunction ("PI").[4] On September 29, 2017, Plaintiffs amended their complaint to add additional

[2] Doc. 1; *see also* Doc. 127.
[3] Docs. 6, 13.
[4] Docs. 20, 21. The original eleven Corporate Defendants were represented by counsel at the preliminary injunction hearing, but counsel later withdrew. Docs. 20, 25. Those Corporate Defendants were then ordered to retain counsel or show cause in writing why defaults should not be entered against them no later than June 9, 2017. Doc. 25. They failed to do so and were subsequently entered in default. Docs. 95, 99, 160, 164.

defendants (the "Complaint").[5]

Despite having been properly served, all Corporate Defendants failed to answer or otherwise plead to Plaintiffs' Complaint.[6] As such, all Corporate Defendants were entered in default.[7]

With regard to Corporate Defendants (1) through (11) listed above, the Court entered an order specifying default judgment procedure, stating "Plaintiffs may move for the entry of default judgment against the defaulting defendants within twenty-one (2l) days after liability is resolved as to all defendants. Plaintiffs' motion for default judgment shall include affidavits of any sum certain due by defendants and any other documentation necessary to determine Plaintiffs' requested relief."[8] With regard to Corporate Defendant (12), the Court entered an order stating that "Plaintiffs may file a motion for Default Judgment in accordance with Rule 55(b)."[9] With regard to Corporate Defendants (13) through (17), the Court previously granted a default final judgment and instructed Plaintiffs to "file an affidavit as to the damages or relief sought from [these] defendants by May 1, 2018."[10]

Plaintiffs attach the requisite affidavit concerning all Corporate Defendants, including for those Corporate Defendants (13) through (17) where a default final judgment has been entered. These Corporate Defendants are also included in this motion because the final relief requested is the same and is justified as to all Corporate Defendants. The relief requested as to all Corporate Defendants includes permanent injunctive relief, equitable monetary relief, and other equitable

[5] Doc.127. The receivership was also expanded to include the additional Corporate Defendants. Doc. 102.
[6] Docs. 32, 36-45, 92, 95, 99, 142-146, 150, 158, 160, 162-164.
[7] Docs. 95, 99, 160, 164.
[8] Doc. 99.
[9] Doc. 163.
[10] Doc. 162. Although the Court subsequently entered an order placing this case in civil suspension (Doc. 227), Plaintiffs have endeavored to meet the Court's previous deadline.

relief to prevent future law violations. All Corporate Defendants operated as a common enterprise and are jointly and severally liable for the acts and practices alleged. Plaintiffs therefore request that the Court enter the attached proposed Default Final Judgment and Order for Permanent Injunctive Relief and Monetary Judgment Against the Corporate Defendants, which incorporates all relief requested against all Corporate Defendants named in this action.

II. DEFAULT FINAL JUDGMENT IS APPROPRIATE, AS THE COMPLAINT ESTABLISHES THE CORPORATE DEFENDANTS' LIABILITY

Default judgment is warranted when the well-pled factual allegations of the complaint, which are deemed admitted by a defaulting party, provide a sufficient legal basis for its entry. [11] The standard for entering a default judgment is the same as that for overcoming a motion to dismiss—*i.e.*, "the complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face."[12] Plaintiffs' Complaint contains ample factual allegations to establish Corporate Defendants' liability for the misconduct alleged therein.[13]

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[11] By defaulting, a defendant "admits the plaintiff's well-pleaded allegations of fact, and is barred from contesting on appeal the facts thus established." *Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc.*, 561 F.3d 1298, 1307 (11th Cir. 2009) (quoting *Nishimatsu Const. Co. v. Houston Nat'l Bank*, 515 F.2d 1200, 1206 (5th Cir.1975)); *Buchanan v. Bowman*, 820 F.2d 359 (11th Cir. 1987) ("liability is well-pled in the complaint, and is therefore established by the entry of default"); *Ordonez v. Icon Sky Holdings LLC*, No. 10-60156-CIV-SEITZ/SIMONTON, 2011 U.S. Dist. LEXIS 96939, *14 (S.D. Fla. Aug, 30, 2011) ("By such a default, all of Plaintiff's well-pled allegations in the Complaint are deemed admitted. If the admitted facts in the Complaint establish liability, then the Court must determine appropriate [relief].") (internal citations omitted).

[12] *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (internal quotations omitted). This "plausibility" standard does not require "detailed factual allegations"—rather, all that is required is "factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id*.

[13] Although the Complaint alone alleges facts sufficient for a default judgment, Plaintiffs note that the Court has discretion to consider the extensive evidence in the record under the standard for a Rule 56 motion. *See, e.g.*, *Trustmark Ins. Co. v. ESLU, Inc.*, 299 F.3d 1265, 1267 (11th Cir. 2002). Accordingly, Plaintiffs also provide the record evidence for the Court's convenience.

A. The Well-Pled Complaint Establishes that the Corporate Defendants Are Jointly and Severally Liable as a Common Enterprise

Plaintiffs' Complaint alleges that the Corporate Defendants are jointly and severally liable as a common enterprise.[14] To determine whether a common enterprise exists, courts look to a variety of factors, including: common control; the sharing of office space and officers; whether business is transacted through a maze of interrelated companies; the commingling of corporate funds; the failure to maintain separation of companies; the sharing of advertising and marketing; and evidence which reveals that no real distinction exists between the corporate defendants.[15]

As set forth in the Complaint, the Corporate Defendants conducted business through an interrelated network of companies with common officers, managers, business functions, and employees.[16] They commingled funds and shared names, business functions, and the same principal place of business, including the common space within it.[17] Because these entities operated as a common enterprise, each Corporate Defendant is jointly and severally liable for the acts and practices alleged in the Complaint.[18]

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[14] Compl. ¶¶ 8, 42; *see also* Doc. 67, Ex. 1, §§ II-IV, Atts. A-D; Ex. 2, ¶¶ 4, 15; Ex. 5, ¶¶ 17, 20, 24, 33-49, Atts. F-P; Ex. 6, ¶¶ 13-18, 26-30, Atts. A-I; Ex. 7, ¶¶ 11, 24-27, 30-36, Atts. O-R; Ex. 10, ¶ 5; 12 & Att. D; 16 & Att. G; 19 & Att. I; 21; 30; 37 & Atts. D, E; 39 & Att. C; 41.
[15] *FTC v. Wash. Data Res.*, 856 F. Supp. 2d 1247, 1271 (M.D. Fla. 2012); *FTC v. Wolf*, No. 94-8119, 1996 U.S. Dist. LEXIS 1760, *22-23 (S.D. Fla. Jan. 31, 1996) (internal citations omitted); *FTC v. U.S. Oil & Gas Corp.*, 1987 U.S. Dist. LEXIS 16137, *58-63 (S.D. Fla. July 10, 1987); *FTC v. Direct Benefits Group, LLC*, 2013 U.S. Dist. LEXIS 100593, *55-56 (M.D. Fla. July 18, 2013); *FTC v. Nat'l Urological Group, LLC*, 645 F. Supp. 2d 1167, 1182 (N.D. Ga. 2008).
[16] Compl. ¶¶ 8, 42; *see also* Doc. 67, Ex. 1, Atts. C, D; Ex. 5, ¶¶ 36-38, 40, Atts. F, G; Ex. 6, ¶¶ 13-14, 17-18, 26, 30; Ex. 7, ¶¶ 24, 25; Ex. 10, ¶¶ 5, 7, 22-23.
[17] Compl. ¶¶ 8, 42; *see also* Doc. 67, Ex. 1, § II, Att. A; Ex. 5, ¶¶ 20, 22-40, Atts. D-H.
[18] *See Wash. Data Res.*, 856 F. Supp. 2d at 1271; *Direct Benefits Group*, 2013 U.S. Dist. LEXIS 100593, *53-56.

B. Count I: The Well-Pled Complaint Establishes that the Corporate Defendants Violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a)

Section 5(a) of the FTC Act states that "unfair or deceptive acts or practices in or affecting commerce, are hereby declared to be unlawful."[19] Liability is established under Section 5(a) by showing there was a material representation or omission that was likely to mislead customers acting reasonably under the circumstances.[20] Courts consider the overall "net impression" that the misrepresentation or omission creates.[21] Express claims, or deliberately made implied claims, used to induce payments for products or services are presumed to be material.[22] Plaintiffs need not prove actual reliance to establish materiality.[23]

Plaintiffs' Complaint alleges ample facts that the Corporate Defendants violated Section 5(a) of the FTC Act. The Complaint alleges Defendants[24] falsely represented to consumers that: Defendants would provide consumers a low interest rate loan to pay off consumers' unsecured debts; Defendants 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 would otherwise eliminate consumers' unsecured debts; the debt relief

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[19] 15 U.S.C. § 45(a).
[20] *FTC v. Peoples Credit First*, 244 Fed. Appx. 942, 944 (11th Cir. 2011) (citing *FTC v. Tashman*, 318 F.3d 1273, 1277 (11th Cir. 2003)).
[21] *See id.*; *FTC v. RCA Credit Servs., LLC*, 727 F. Supp. 2d 1320, 1329 (M.D. Fla. 2010) (citing *FTC v. Stefanchik*, 559 F.3d 924, 928 (9th Cir. 2009)). "A solicitation may be likely to mislead by virtue of the net impression it creates even though the solicitation also contains truthful disclosures." *RCA Credit Servs.*, 727 F. Supp. 2d at 1329 (quoting *FTC v. Cyberspace.com, LLC*, 453 F.3d 1196, 1200 (9th Cir. 2006)).
[22] *FTC v. Transnet Wireless Corp.*, 506 F. Supp. 2d 1247, 1267 (S.D. Fla. 2007); *FTC v. SlimAmerica, Inc.*, 77 F. Supp. 2d 1263, 1272 (S.D. Fla. 1999); *RCA Credit Servs.*, 727 F. Supp. 2d at 1329; *see also FTC v. Wilcox*, 926 F. Supp. 1091, 1098 (S.D. Fla. 1995).
[23] *Transnet Wireless Corp.*, 506 F. Supp. 2d at 1265-67.
[24] "Defendants" includes the Corporate Defendants and the three individual defendants, jointly and severally.

program or service was offered or provided by a non-profit entity; and the debt relief program or service would improve consumers' creditworthiness.[25]

The Complaint then alleges in detail the specific acts and practices used by the Corporate Defendants to make those misrepresentations.[26] By way of example, the Complaint alleges that, in many instances, Defendants used direct mail, Internet websites, and unsolicited telephone calls to lure consumers with false promises of guaranteed, low interest rate, debt consolidation loans, when they actually make no such loans at all.[27] In doing so, Defendants touted not-for-profit status and told consumers they would be able to combine all balances on their current alleged debt and make one easy payment with one very low interest rate.[28] Defendants also told consumers that, as a non-profit, they had legal teams of attorneys who would work to get consumers' debts dismissed or settled, and a credit corrections group who would improve consumers' credit.[29] Believing Defendants would pay their debts or get them settled or dismissed, consumers agreed to have their bank accounts immediately debited for their first loan "repayment" or for a processing fee, and then continued "repaying" their loan each month through automatic bank debits ranging from $200 to over $1,000.[30]

The Complaint further alleges that in many other instances, Defendants called consumers already enrolled with third-party debt relief providers and informed them that Defendants were

[25] Compl. ¶ 71; *see also* Doc. 67, Exs. 4; 11; 12; 16; 19-21; 23-25; 27-29; 31; 32; 34; 36; 40-43; 45-46.
[26] Compl. ¶¶ 3-8, 44-65, 71-73; *see also* Doc. 67, Ex. 11-46.
[27] Compl. ¶ 45; *see also* Doc. 67, Exs. 4; 11; 12; 16; 19-21; 23-25; 27-29; 31; 32; 34; 36; 40-43; 45-46.
[28] Compl. ¶¶ 46-47; *see also* Doc. 67, Exs. 21; 41.
[29] Compl. ¶¶ 52-53; *see also* Doc. 67, Exs. 23; 41; 46.
[30] Compl. ¶ 56; *see also* Doc. 67, Exs. 12; 13; 16; 18; 21; 23-25; 27; 28; 29; 31-32; 34; 36; 40-43; 46.

taking over the servicing of their debt relief accounts.[31] Many of these consumers had worked for years with their third-party debt relief providers and had saved hundreds or thousands of dollars in established escrow accounts for use in negotiating with creditors.[32] Defendants falsely promised they would continue to perform the same or similar debt relief services and instructed these consumers to transfer all the money from their escrow accounts to Defendants.[33] Defendants additionally set up recurring monthly withdrawals from these consumers' checking accounts ranging from $200 to over $1,000.[34]

The facts alleged in the Complaint make it clear that Defendants' representations were not only deceptive, they were outright false and were used to extract payments from their victims.[35] Specifically, the Complaint alleges that while Defendants collected millions of dollars from consumers, consumers got little to nothing in return.[36] Defendants did not provide a debt consolidation loan; generally did not pay, settle, or obtain dismissals of consumers' debts; and did not improve consumers' credit.[37] Instead, Defendants left consumers in much worse financial positions—with less money, further in debt, sued by their creditors, bankrupt, with damaged credit ratings, or a combination thereof.[38] Thus, the representations were material and likely to mislead consumers. The materiality of the representations and the likelihood of the representations misleading consumers are also established in the Complaint, because the

[31] Compl. ¶ 57; *see also* Doc. 67, Exs. 10; 14; 15; 22; 37-39; 44.
[32] *Id.*
[33] Compl. ¶ 58; *see also* Doc. 67, Exs. 14; 22; 37; 39; 44.
[34] Compl. ¶ 58; *see also* Doc. 67, Exs. 12; 13; 16; 18; 21; 23-25; 27; 28; 29; 31-32; 34; 36; 40-43; 46.
[35] Compl. ¶ 71; *see also* Doc. 67, Exs. 4; 11; 12; 16; 19-21; 23-25; 27-29; 31; 32; 34; 36; 40-43; 45-46.
[36] Compl. ¶ 65; *see also* Doc. 67, Exs. 10-46.
[37] *Id.*
[38] *Id.*

Complaint alleges that the representations did, in fact, mislead consumers.[39]

C. Counts II & III: The Well-Pled Complaint Establishes that the Corporate Defendants Violated the TSR, 16 C.F.R. §§ 310.3(a)(2)(x) and 310.4(a)(5)(i)

The Complaint also alleges facts showing that the Corporate Defendants are liable for violating Parts 310.3(a)(2)(x) and 310.4(a)(5)(i) of the TSR.[40] Part 310.3(a)(2)(x) of the TSR prohibits sellers and telemarketers from misrepresenting directly or by implication, any material aspect of any debt relief service, including, but not limited to, the effect of the service on a consumer's creditworthiness, and whether a debt relief service is offered or provided by a non-profit entity. Part 310.4(a)(5)(i) prohibits sellers and telemarketers from collecting advance fees for debt relief services—*i.e.*, requesting or receiving fees before renegotiating, settling, or otherwise altering the terms of their consumers' debts.[41]

Plaintiffs allege that the Corporate Defendants are telemarketers of debt relief services and subject to the TSR.[42] In addition, and as discussed above, the Complaint details how the Corporate Defendants misrepresented: that they would pay off or otherwise eliminate consumers' unsecured debts; 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; the effect of the service on consumers' creditworthiness; and that the

[39] Compl. ¶¶ 56, 58-65, 71-73, 94; *see also* Doc. 67, Exs. 10; 11-17; 19; 21; 23-29; 31; 34-37; 40-43.
[40] 16 C.F.R. Part 310.
[41] Specifically, the TSR prohibits sellers or telemarketers from requesting or receiving payment of fees or consideration for debt relief services before the sellers or telemarketers have renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer; and the customer has made at least one payment pursuant to that settlement agreement, debt management plan, or other valid contractual agreement between the customer and the creditor. 16 C.F.R. § 310.4(a)(5)(i).
[42] Compl. ¶¶ 45, 52, 57, 75-76.

debt relief service was offered or provided by a non-profit entity.[43] The Complaint also alleges that the Corporate Defendants collected unlawful advance fees,[44] and that consumer injury resulted from the Corporate Defendants' TSR violations.[45] Accordingly, the allegations in the Complaint provide more than is necessary for the Court to hold the Corporate Defendants liable under the TSR.

D. Count IV: The Well-Pled Complaint Establishes that the Corporate Defendants Violated Section 501.204 of the FDUTPA

In the same manner that Plaintiffs' Complaint alleges facts establishing liability under the FTC Act, it also alleges facts establishing liability under FDUTPA.[46] The State of Florida may bring a claim under FDUTPA when defendants' conduct occurred within the state.[47] Plaintiffs' Complaint alleges that the Corporate Defendants were located and conducted business within the Southern District of Florida.[48] As such, the State of Florida may bring a claim under FDUTPA.

Section 501.204(1) of FDUTPA declares unlawful "unfair or deceptive acts or practices in the conduct of any trade or commerce."[49] In construing Section 501.204(1), "due consideration and great weight shall be given to the interpretations of the Federal Trade

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[43] *See supra* § II(B); Compl. ¶¶ 4-8, 44-68, 81-82; *see also* Doc. 67, Exs. 12; 13; 16; 18-19; 21; 23-24; 27-29; 31-32; 35; 40-43; 45, 46.
[44] Compl. ¶¶ 4-5, 45, 56, 58, 59-65, 83-84; *see also* Doc. 67, Exs. 12; 23; 28, Att. A; 30; 31; Ex. 6, ¶¶ 27-28, Atts. F, G; Ex. 7, ¶¶ 19, 21, Atts. G, H.
[45] Compl. ¶¶ 5-7, 63-65, 94.
[46] Count IV of the Complaint mirrors Count I of the Complaint. Throughout this Motion, Plaintiffs cite cases brought under the FTC Act. This is appropriate in a FDUTPA action, as conduct that violates Section 5(a) of the FTC Act also violates Section 501.204 of the FDUTPA. *See FTC v. Info. Mgmt. Forum, Inc.*, No. 6:12-cv-986, 2013 U.S. Dist. LEXIS 91242, at *5 (M.D. Fla. June 4, 2013)("Conduct that constitutes a 'deceptive act or practice' . . . under the FTC Act is a violation of [Section 501.204 of the FDUTPA].")
[47] *Millennium Commc'ns & Fulfillment, Inc. v. Office of the Attorney Gen.*, 761 So. 2d 1256, 1262 (Fla. 3rd DCA 2000) (the State may bring a FDUTPA claim "even where those persons affected by the conduct reside outside of the state").
[48] Compl. ¶¶ 18-34.
[49] Fla. Stat. § 501.204(1) (2017).

Commission and the federal courts relating to Section 5(a)(1) of the [FTC Act]."[50] A violation of FDUTPA includes any violation of any rules promulgated pursuant to the FTC Act, including the standards of unfairness and deception set forth and interpreted by the FTC or the federal courts.[51]

The Complaint states the specific misrepresentations made by the Corporate Defendants to consumers that violate FDUTPA, which mirror those that violate the FTC Act.[52] The same facts set forth in the Complaint that support a finding of liability under the FTC Act support such a finding under FDUTPA.[53] As such, the factual allegations pled in the Complaint support a claim against the Corporate Defendants for violating FDUTPA.

E. Count V: The Well-Pled Complaint also Establishes that the Corporate Defendants Gave the Relief Defendants Assets Traceable to the Deceptive Acts and Practices, and that, as to the Corporate Defendants, the Relief Defendants Have No Legitimate Claim to Those Assets

Count V alleges that the Corporate Defendants gave the relief defendants assets traceable to the deceptive acts and practices and that the relief defendants have no legitimate claim to those assets.[54] Equitable relief from a relief defendant is available where the relief defendant (1) has received ill-gotten gains and (2) does not have a legitimate claim to those gains.[55] With regard to this claim, the Corporate Defendants' role is deemed admitted. Therefore, the Complaint establishes that the Corporate Defendants gave the relief defendants assets traceable to the deceptive acts and practices, and, as to the Corporate Defendants, the relief defendants have no legitimate claim to those assets.

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[50] *Id.* at 501.204(2).
[51] *Id.* at § 501.203(3)(a)-(b).
[52] Compl. ¶¶ 85-90.
[53] *See supra* § II(B).
[54] Compl. ¶¶ 91-92.
[55] *Transnet Wireless Corp.*, 506 F. Supp. 2d at 1273 (citations omitted); *FTC v. Inc21.com Corp.*, 745 F. Supp. 2d 975, 1009 (N.D. Cal. 2010), *aff'd*, 475 F. App'x 106 (9th Cir. 2012); *FTC v. Holiday Enter.*, No. 1:06-CV-2939-CAP, 2008 U.S. Dist. LEXIS 35858, *31 (N.D. Ga. Feb 5, 2008); *Think Achievement Corp.*, 144 F. Supp. 2d 1013 at 1020-22.

III. THE COURT SHOULD ENTER THE PROPOSED DEFAULT FINAL JUDGMENT AND ORDER FOR PERMANENT INJUNCTIVE RELIEF AND MONETARY JUDGMENT

The proposed default final judgment and order against the Corporate Defendants contains permanent injunctive relief, a monetary judgment, and other equitable relief. The proposed injunctive provisions are identical to those contained in the stipulated final orders against the individual settling defendants: Jeremy Lee Marcus, Craig Davis Smith, and Yisbet Segrea (the "settling defendants"), and they track the provisions in the TRO and PI previously entered by the Court in this case. Each of the proposed provisions is necessary and appropriate given the nature and extent of Defendants' massive debt relief scheme, which caused significant consumer injury.

A. The Default Judgment and Order Should Include Permanent Injunctive Relief

Section 13(b) of the FTC Act provides for the issuance of a permanent injunction against violations of "any provision of law enforced by the [FTC]."[56] In addition, pursuant to Sections 501.207(1)(b) and 501.207(3), Florida Statutes, the State of Florida has authority to obtain a permanent injunction. Moreover, it is well established that, in FTC cases, courts are "not limited to prohibiting the illegal practice in the precise form in which it is found to have existed in the past" and that defendants "must expect some fencing in."[57] Courts in the Eleventh Circuit ban defaulted defendants from engaging in conduct similar to that which gave rise to the FTC's complaint.[58] They also enjoin defendants from engaging generally in deceptive acts and practices.[59]

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[56] 15 U.S.C. § 53(b); *FTC v. Gem Merch. Corp.*, 87 F.3d 466, 468 n.3 (11th Cir. 1996); *see also FTC v. U.S. Oil & Gas Corp.*, 748 F.2d 1431, 1433-34 (11th Cir. 1984).
[57] *FTC v. Colgate-Palmolive Co.*, 380 U.S. 374, 395 (1965).
[58] *See, e.g., FTC v. Timeshare Mega Media and Mktg. Group, Inc.*, Case No. 0:10-cv-62000-WJZ (S.D. Fla. Mar. 9, 2012) (entering default judgment that banned defendants from engaging in telemarketing and timeshare resale services); *FTC v. Economic Relief Technologies LLC*, Case No. 1:09-CV-3347-TCB (N.D. Ga. July 22, 2010) (entering default judgment banning defendants

Plaintiffs' proposed default final judgment and order is consistent with these precedents and is tailored to the facts of this case. As is set forth above and in Plaintiffs' Complaint, Corporate Defendants perpetrated a massive debt relief scheme that included illegal upfront fees and misrepresentations regarding the services they would provide to consumers.[60] As such, Sections I through VI of the proposed default final judgment track the language of the TRO and PI in this case but make that injunctive relief permanent.

Specifically, Sections I through III permanently restrain and enjoin Corporate Defendants from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promotion, offering for sale, or selling of any credit repair product or service (Section I), debt relief product or service (Section II), and financial product or service (Section III). Section IV permanently restrains and enjoins Corporate Defendants from engaging in or assisting others engaged in telemarketing. Sections V and VI of the proposed order further enjoin wrongful conduct employed by the Corporate Defendants while marketing and selling their scheme, as well as additional fencing-in provisions necessary to ensure Corporate Defendants' lawful conduct in the future. Again, these injunctive and fencing-in provisions track

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from engaging in telemarketing); *see also Gem Merch.*, 87 F.3d at 468 (affirming district court decision, where the district court's order granted a banned defendants from engaging in telemarketing); *FTC v. Global Mktg.*, 594 F. Supp. 2d 1281, 1290 (M.D. Fla. 2009) (entering order banning defendant from engaging in telemarketing). Other District Courts have similarly banned defendants from engaging in certain activities to ensure the effectiveness of injunctive relief where defendants demonstrate blatant disregard for the law. *See, e.g.*, *FTC v. John Beck Amazing Profits, LLC*, 888 F. Supp. 2d 1006, 1015 (C.D. Cal. 2012), *aff'd sub nom. FTC v. John Beck Amazing Profits, LLC*, 644 F. App'x 709 (9th Cir. 2016) (permanent injunction banned defendants from telemarketing and infomercial marketing); *FTC v. Five Star Auto Club, Inc.*, 2000 U. S. Dist. LEXIS 10548 (S.D.N.Y. 2000) (permanent injunction banned defendants from engaging in multi-level marketing); *FTC v. Micom Corp.*, No. 96–0472 1997 U. S. Dist. LEXIS 3403 (S.D.N.Y. 1997) (on summary judgment, court banned defendants from the promotion, advertising, marketing, sale, or offering for sale of any U.S. government licenses or permits and certain investment offerings).

[59] *See id.*

[60] *See supra* § II.

the language of the TRO and PI, are appropriate under the circumstances, are necessary to deter Corporate Defendants from future law violations, and mirror those contained in the stipulated final orders against the settling defendants.

B. The Default Final Judgment and Order Should Include the Requested Monetary Relief

The Court also has the equitable authority under Section 13(b) of the FTC Act to order monetary relief.[61] In addition, pursuant to Section 501.207(3), the Court has authority to order equitable monetary relief for the State of Florida. The Eleventh Circuit has determined that the appropriate measure of such relief is the defendants' unjust gains or net revenue.[62] Plaintiffs are required to show that their calculations "reasonably approximate" the proper amount of monetary relief.[63] Defendants acting as a common enterprise are jointly and severally liable for this amount.[64] "In entering default judgment, it is not necessary for the Court to hold a hearing if the damages [or relief] are liquidated or ascertainable from documentary evidence or affidavits."[65]

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[61] *See McGregor v. Chierico*, 206 F.3d 1378, 1387-89 (11th Cir. 2000); *Gem Merch.*, 87 F.3d at 469-70.

[62] *FTC v. Wash. Data Res., Inc.*, 704 F.3d 1323, 1327 (11th Cir. 2013) ("We agree with our sister circuits and today hold that the amount of net revenue (gross receipts minus refunds), rather than the amount of profit (net revenue minus expenses), is the correct measure of unjust gains under section 13(b)."); *FTC v. Williams, Scott & Assocs., LLC*, 679 Fed. Appx. 836, 839-40 (11th Cir. 2017);

[63] *See, e.g., FTC v. Febre*, 128 F.3d 530, 535 (7th Cir. 1997); *RCA Credit Servs.*, 727 F. Supp. 2d at 1336 (quoting *Febre*, 128 F.3d at 535), 1337 (the reasonable approximation calculation "may be properly based on estimates because sometimes that is the only information reasonably available"); *Global Mktg. Group*, 594 F. Supp. 2d at 1290. After plaintiffs provide a reasonable approximation of the proper monetary amount, the burden shifts to the defendants to show any inaccuracies in the plaintiffs' figures. *See id.*

[64] *See, e.g., Gem Merch.*, 87 F.3d at 468 (when "each defendant repeatedly participated in the wrongful acts and each defendant's acts materially contributed to the losses suffered, all defendants [may be] held jointly and severally liable"); *FTC v. Wolf*, No. 94-8119-CIV-FERGUSON, 1996 U.S. Dist. LEXIS 1760, at *23 (S.D. Fla. Jan 30, 1996).

[65] *Shandong Airlines Co., Ltd. v. Cap, LLC*, 650 F. Supp. 2d 1202, 1207 (M.D. Fla. 2009).

The proposed default final judgment includes a monetary judgment against the Corporate Defendants in the amount of $85,663,556.61, jointly and severally (Section VII). Judgment in this amount is warranted, as it equals Defendants' unjust gains or net revenue resulting from their fraudulent business practices.[66] This monetary judgment is based on the Receiver's forensic accountant's net revenue analysis and is supported by the affidavits attached to this motion.[67]

C. The Default Final Judgment and Order Should Also Contain Other Equitable Provisions

The proposed default final judgment and order also includes other equitable provisions that are necessary and appropriate. It includes a provision prohibiting the Corporate Defendants from disclosing, using, or benefitting from customer information and requiring proper disposal of such information (Section VIII).[68] This provision is consistent with the TRO and PI and is appropriate to protect the personal information of consumer victims who have inquired about or purchased Corporate Defendants' purported services. Numerous courts have prohibited defendants in past FTC actions from using or selling customer information.[69]

The proposed default final judgment and order also contains a provision relating

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[66] Second Declaration of Jonathan E. Perlman, Esq. Regarding Forensic Analysis ("Perlman Dec."), attached as Exhibit 1, at ¶ 7; Declaration of Soneet R. Kapila ("Kapila Dec."), attached as Exhibit 1-A, at ¶¶ 18-19.

[67] *Id*. Since his appointment, the Receiver and his professionals have served demands for the turnover of financial records and information upon over 190 entities and persons, including 34 banks, 4 non-bank financial institutions, 104 related non-defendant entities, 22 non-defendant individuals, as well as the current receivership entities. Perlman Dec., at ¶ 5. To assist him in unwinding and analyzing this complicated and intertwined financial web, the Receiver also retained a forensic and financial investigatory advisory firm. *Id*. at ¶ 6. That analysis revealed that the net revenues resulting from the activities of the Defendants in this action is $85,663,556.61. *Id*. at ¶ 7; Kapila Dec., at ¶¶ 18-19.

[68] This provision (Section VIII) additionally requires Corporate Defendants to assist Plaintiffs in providing consumer redress by providing customer information to the FTC upon request.

[69] *See, e.g.*, *FTC v. World Media Brokers*, 415 F.3d 758, 763, 766 (7th Cir. 2005) (affirming district court's entry of judgment enjoining defendants from selling or disclosing customer lists); *FTC v. 1st Guar. Mortg. Corp.*, No. 09-CV-61840, 2011 U.S. Dist. LEXIS 38152, at *73-74 (S.D. Fla. Mar. 30, 2011).

specifically to the continuation of the Receivership as to these Corporate Defendants (Section IX), and additional provisions that relate to the monitoring of Corporate Defendants' compliance with the proposed judgment, including provisions regarding order acknowledgement (Section X), compliance reporting (Section XI), recordkeeping (Section XII), compliance monitoring (XIII), and this Court's retention of jurisdiction over this matter (Section XIV). Again, these types of provisions are within the Court's power, are routinely ordered in FTC cases, and are proper to facilitate and ensure compliance with the other permanent injunctive provisions discussed above.[70] Indeed, Defendants have engaged in flagrant practices that have defrauded consumers across the country of over $85 million. The requested provisions are not only justifiable, but necessary.

Accordingly, the default final judgment and order should require Corporate Defendants to acknowledge receipt of the judgment and deliver it to corporate managers and employees engaged in conduct subject to the order, so as to place those individuals on notice of its provisions governing Corporate Defendants' conduct. It should also require Corporate Defendants to report to Plaintiffs about their future business activities and maintain records demonstrating their compliance with the order. Plaintiffs need these and other tools to properly monitor Corporate Defendants' post-order conduct. As with many other provisions elaborated in this motion, the monitoring provisions mirror those contained in the stipulated final orders against the settling defendants.

[70] *See, e.g.*, *SlimAmerica*, 77 F. Supp. 2d at 1276 (recordkeeping and monitoring provisions are "appropriate to permit the Commission to police the defendants' compliance with the order"); *FTC v. Info. Mgmt. Forum, Inc.*, No. 6:12-cv-986 (M. D. Fla. Aug. 13, 2014); *FTC v. Pinnacle Payment Serv., LLC*, No. 1:13-cv-03455 (N.D. Ga. May 19, 2014).

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court enter the proposed Default Final Judgment and Order for Permanent Injunctive Relief and Monetary Judgment Against the Corporate Defendants.

Dated: May 1, 2018.

Respectfully submitted,

ALDEN F. ABBOTT
Acting General Counsel

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STATE OF FLORIDA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of May, 2018, I electronically filed the foregoing document with the Clerk of the Court by using the CM/ECF system. I also certify that the foregoing document is being served this date on all counsel of record or *pro se* parties on the attached Service List via transmission of Notices of Electronic Filing generated by the CM/ECF system, or for those counsel or parties who are not authorized to receive CM/ECF Notices of Electronic Filing, is being served in the manner specified.

/s/ *Angeleque P. Linville*
Angeleque P. Linville

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Lake Worth, FL 33463
Relief Defendant, Pro Se

Via U.S. Mail

Defaulted Corporate Defendants
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, Helping America Group, LLC, f/k/a Helping America Group, Inc., Breeze Financial Solutions, Inc., 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 American Credit Shield, LLC, Paralegal Support Group, LLC, f/k/a/ Paralegal Staff Support LLC, Associated Administrative Services, LLC also d/b/a JobFax, Viking Management Services LLC, Cockburn and Associate LLC, Omni Management Partners LLC, HP Media, Inc., White Light Media LLC, and Discount Marketing USA S.A.

c/o Jeremy Marcus as an owner, officer, principal, manager, or director of each, through his counsel:
Rachel Hirsch, Esq. and A. Jeff Ifrah, Esq.
Ifrah Law
1717 Pennsylvania Avenue, NW, Suite 650
Washington, DC 20006

c/o Craig Smith as an owner, officer, principal, manager, or director of each, through his counsel:
Edward Shohat, Esq. and Barry S. Turner, Esq.
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201 S. Biscayne Blvd, 26th Floor
Miami, Florida 33131

c/o Seth E. Ellis, Esq., Registered Agent for 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, Helping America Group, LLC, f/k/a Helping America Group, Inc., Breeze Financial Solutions, Inc., 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 American Credit Shield, LLC, Paralegal Support Group, LLC, f/k/a/ Paralegal Staff Support LLC, Associated Administrative Services, LLC also d/b/a JobFax, Cockburn and Associate LLC, and Omni Management Partners LLC, and HP Media, Inc., at:
4755 Technology Way, Suite 205
Boca Raton, Florida 33431

c/o Capital Administrations LLC, Registered Agent for Viking Management Services LLC, at:
1712 Pioneer Avenue, Suite 115
Cheyenne, Wyoming 82001

c/o Incorporation Services, Inc., Registered Agent for White Light Media LLC, at:
3773 Howard Hughes Parkway, Suite 500S
Las Vegas, Nevada 89169

Exhibit 1

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.
_____/

SECOND DECLARATION OF RECEIVER JONATHAN E. PERLMAN, ESQ. REGARDING FORENSIC ANALYSIS

I, Jonathan E. Perlman, Esq., Receiver in the case of *FTC, et al., v. Marcus, et al.*, Case No. 017-CV-60907-MORENO, declare as follows regarding the current status of my forensic analysis and investigation.

1. On May 8, 2017, the Federal Trade Commission and Office of the Attorney General, State of Florida, Department of Legal Affairs ("State of Florida") filed a *Complaint for Permanent Injunction and Other Equitable Relief* against the Defendants. [ECF No. 1]. On May 9, 2017, the Court granted Plaintiffs' Motion for Temporary Restraining Order and appointed me as Temporary Receiver over the Receivership Entities.[1]

[1] Receivership Entities are Financial Freedom National, Inc. f/k/a Institute for Financial Freedom, Inc. and Marine Career Institute Sea Frontiers, Inc. 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. d/b/a 321Financial, Inc., Instahelp America, Inc. f/k/a Helping America Team, Inc. d/b/a Helping America Group, Breeze Financial Solutions, Inc. 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. d/b/a Guardian Legal Center, Guardian LG, LLC 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, Associated Administrative Services, LLC d/b/a Jobfax, 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, Blue42, LLC, National Arms, LLC and their divisions, subsidiaries, affiliates, predecessors, successors, and assigns. *See* ECF No. 21; ECF No. 102.

2. Plaintiffs subsequently filed an Amended Complaint [ECF 127]. The FTC and State of Florida alleged that the Receivership Defendants, who are owned or controlled by the 3 Individual Defendants, operated out of the same principal place of business in Pompano Beach, FL ("Pompano Headquarters") and engaged in a massive scheme defrauding consumers of millions of dollars by offering phony debt relief services and fake loans.

3. On May 17, 2017, I filed my first interim report, which identified numerous additional entities that the Defendants also owned and operated out of the Pompano Headquarters as part of the same business enterprise (the "Common Enterprise Entities").[2]

4. Also on May 17, the Court entered its Preliminary Injunction and appointed me Permanent Receiver. [ECF No. 21].

5. Since my appointment as Receiver, my professionals and I have served demands for the turnover of financial records and information upon over 190 entities and persons, including 34 banks, 4 non-bank financial institutions, 104 related non-defendant entities, 22 non-defendant individuals, as well as the current Receivership Entities.

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[2] The Common Enterprise Entities include: National Arms, LLC, JLMJP Pompano, LLC, 1609 Belmont Place LLC, 16 S H Street Lake Worth, LLC, 17866 Lake Azure Way Boca, LLC, 114 Southwest 2nd Street DBF, LLC, 110 Glouchester St., LLC, 72 SE 6th Ave., LLC, Fast Pace 69 LLC, Strategic Acquisitions Two, LLC, Halfpay International, LLC also d/b/a 16 H.S. Street 12Plex LLC, 311 SE 3rd St., LLC, 412 Bayfront Drive, LLC, 110 Glouchester St., LLC, 72 SE 6th Ave., LLC, 114 SW 2nd Street JM, LLC, 8209 Desmond Drive, LLC, and HLFP, LLC, Halfpay NV LLC also d/b/a Halfpay International LLC, and Nantucket Cove of Illinois, LLC; Halfpay International, LLC; Halfpay NV, LLC; White Light Media, LLC; HP Properties Group, Inc.; HP Media, Inc.; Blue42, LLC; Cockburn & Associate, LLC; Discount Marketing USA S.A.; JLMJP Pompano, LLC; Nantucket Cove of Illinois, LLC; Pro Star, LLC; Timing is Everything, Inc.; Viking Management Services, LLC; JLM85 Management, LLC; NOTT8PB, LLC; Omni Financial Management Inc.; Omni Management Partners LLC; Shielded Network LLC; 111 SW 2nd St., LLC; 116 SW 2nd St., LLC; 211 SE 4th Ave, LLC; 311 SE 3rd Ave., LLC; 412 Bayfront Drive, LLC; 422 Bayfront Drive, LLC; 8209 Desmond Drive, LLC; 211 SE 4th Ave., LLC; Nott 8PB, LLC; Helping America Borrow, Inc.; FFN Business Trust; 321Loans Business Trust; Instahelp America Business Trust; BFS Business Trust; Helping America Borrow Business Trust; Associated Administrative Service Business Trust; ACS Business Trust; Active Debt Solutions Business Trust; First Rate Holdings Business Trust; HLFP Business Trust; 17866 Lake Azure Way Boca Business Trust; US Legal Club Business Trust; Guardian LG Business Trust; Halfpay International Business Trust; JLMLP Pompano Business Trust; Paralegal Support Group Trust; Omni Management Partners Trust; JLM85 Management Business Trust; HP Property Group Business Trust; HP Media Business Trust; 111 SW 2nd St. Business Trust; 211 SE 4th Avenue Business Trust; 311 SE 3rd Street Business Trust; 603 Renaissance Lane Business Trust; Brick 7190, LLC; 80 Nottingham Place Business Trust; and 630 SE 25th Avenue Business Trust.

6. To assist me in unwinding and analyzing this complicated and intertwined financial web, I retained the forensic and financial investigatory advisory firm of KapilaMukamal, LLP ("KM").

7. According to my forensic accountants, the net revenues for the Defendants resulting from Defendants' activities are $85,663,556.61. *See* Declaration of Soneet R. Kapila attached as Exhibit A.

8. In addition, my investigation has determined that $50,049.41 of consumer funds from Receivership Defendants: Halfpay International, LLC, HP Properties Group, Inc., and Guardian LG, LLC, were used for improvements to the property located at 110 Glouchester St., Boca Raton, Fl., and to pay property taxes on the house. *See* Exhibit B. A specimen of a check referenced in Exhibit B is attached hereto as Composite Exhibit C, along with an estimate/invoice for work performed on 110 Glouchester St., Boca Raton, FL.[3]

DECLARATION

I, Jonathan E. Perlman, do hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 1st day of May 2018.

Jonathan E. Perlman, Esq.
Receiver

[3] Additional supporting documentation for Exhibit B is available upon request.

Exhibit 1-A

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.
_____/

Declaration of Soneet R. Kapila

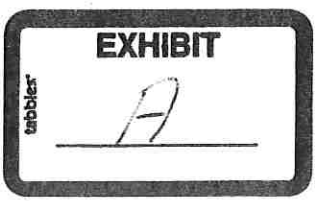
I, Soneet R. Kapila, declare and state that the following facts are known to me personally and that I am competent to testify about them.

I. RETENTION

1. I am over eighteen years of age and have personal knowledge of the matters set forth herein.

2. I am the founding partner of the forensic consulting and insolvency advisory firm of KapilaMukamal, LLP ("KM"). The Receiver retained me and my firm to conduct a forensic accounting investigation in this matter.

3. In conducting my investigation and analysis, I was assisted by other KM professionals with extensive experience in insolvency and forensic investigations working under my direct supervision. Any references to "I", "my", "KM" or "Kapila" within the Declaration would incorporate my efforts



Kapila/Mukamal
CPAs, Forensic and Insolvency Advisors

with the assistance of my co-professionals working under my direct supervision.

II. BACKGROUND

4. On May 8, 2017, the Federal Trade Commission ("FTC") and the Office of the Attorney General, State of Florida, Department of Legal Affairs filed a *Complaint for Permanent Injunction and Other Equitable Relief* ("Complaint") and on May 9, 2017, Jonathan Perlman was appointed as Receiver over the Receivership Defendants.[1]

5. The Complaint alleged that the Receivership Defendants, who are owned or controlled by the Individual Defendants[2], operated out of the same principal place of operations in Pompano Beach, FL and engaged in a massive scheme defrauding consumers of millions of dollars by offering phony debt relief services and fake loans.[3]

6. On July 12, 2017 the Receiver filed the *Receiver's Agreed First Verified Motion to Expand Receivership* ***[DE 89]*** to expand the Receivership to

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[1] The "Receivership Defendants" are 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 Staff Support Group LLC f/k/a Paralegal Support LLC; and Associated Administrative Services, LLC also d/b/a Jobfax. Receivership Defendants also includes the entities identified in footnote 4.

[2] The "Individual Defendants" are Jeremy Lee Marcus, Craig Davis Smith and Yisbet Segrea.

[3] DE 1 Complaint for Permanent Injunction and Other Equitable Relief which was subsequently amended. DE 127.

include 12 additional affiliated entities.[4] The *Order Granting Receiver's Agreed Verified Motion to Expand Receivership* ***[DE 102]*** was entered on July 31, 2017.

III. SCOPE

7. As part of my forensic accounting investigation, the Receiver requested that I undertake analyses to:

   a) Quantify the Approximate Net Revenues ("Net Revenues") received by the Receivership Defendants and Related Entities.[5]

   b) Determine the source of the funds used by Defendant Jeremy Marcus to acquire the real property located at 110 Glouchester Street, Boca Raton, Florida 33487 ("110 Glouchester").

   c) Determine the source of the funds used by Relief Defendant James Marcus and Jennifer Perez to purchase the real property located at 6665 Green Valley Circle #222, Culver City, CA 90230 ("Culver City").

IV. QUALIFICATIONS

8. I am a Certified Public Accountant, a Certified Fraud Examiner, Certified in Financial Forensics, and a Certified Insolvency and Restructuring Advisor.

9. I am a Fellow of the American College of Bankruptcy. I have served as a Bankruptcy Trustee, Examiner, Chief Restructuring Officer, S.E.C.

[4] The "Receivership Defendants" were expanded to include Viking Management Services, LLC, Cockburn & Associate, LLC, Omni Management Partners LLC, Discount Marketing USA, S.A., JLMJP Pompano, LLC, Nantucket Cove of Illinois, LLC, Halfpay International, LLC, Halfpay NV, LLC, HP Properties Group, Inc., HP Media, Inc., White Light Media LLC, and Blue42, LLC.

[5] The "Related Entities" are Aegis Legal Center, LLC, Glasswell Capital, LLC, JLM85 Management, LLC, and Shielded Legal Network, LLC.

Corporate Monitor and Federal and State Court Receiver in numerous matters in the Southern and Middle Districts of Florida.

10. I have served as a Federal Bankruptcy Trustee on the panel of U.S. Bankruptcy Trustees in the Southern District of Florida from approximately 1992 through the present. I have been appointed as a Chapter 11 and Chapter 7 trustee as well as a Liquidating Trustee or other post confirmation fiduciary roles. In this role, I have investigated distressed businesses and their failures, financial affairs of bankruptcy debtors, evaluated asset recoveries and claims against third parties. The role routinely includes tracing assets, assessing for possible fraud and successor businesses. I have investigated frauds, including Ponzi schemes as well as causes of action against management, professionals and under Chapter 5 of the Bankruptcy Code. My duties have extended to evaluating, bringing and overseeing litigation claims. Such claims have included tort litigation against professionals and directors and officers.

11. As a court appointed Examiner, I have reported to the Bankruptcy courts on issues whose defined scope of the duties is in the Bankruptcy Court's mandate, investigating the conduct of businesses and management and making recommendations to the Bankruptcy Court. As a Federal court approved Corporate Monitor appointed by the SEC, I have operated a public company international business and negotiated its sale to a foreign company, and am currently overseeing the restructuring of a healthcare business of multiple entities as an SEC Corporate Monitor.

12. I have been qualified as an expert dozens of times in federal and state courts regarding Ponzi schemes, insolvency, fraudulent transfers, funds and asset tracing, lost profits, damages, and other subject matters as well as a non-testifying expert in many other cases.

V. ANALYSIS

Basis of Analysis

13. The Receiver provided me with the following records which serve as the basis of my analysis:

a) Available bank and accounting records for the Receivership Defendants and Related Entities;

b) Merchant account data, and;

c) Property purchase records.

14. I also utilized records obtained from public searches for 110 Glouchester and Culver City properties.

Financial Data Reconstruction

15. I analyzed the available bank, merchant processing records, and accounting records of the Receivership Defendants, Jeremy Marcus and Related Entities to prepare a database of the bank account activity. The financial data included 30 different entities, 107 bank accounts, and merchant accounts. This financial data was utilized to calculate Net Revenues.

16. As part of my analysis I used Actionable Intelligence Technologies Inc.'s Comprehensive Financial Investigative Solution ("CFIS"), which is a computer software company that converts bank statements from financial institutions into searchable databases ("CFIS Databases"). I understand that CFIS is widely employed as a financial investigation tool by U.S. government agencies/organizations. I verified that the data from the CFIS Databases matched the transactions listed in the bank statements by reconciling monthly account balances and monthly receipts and disbursements.

17. Where the CFIS Databases did not include a payor/payee for each transaction, I populated the payor/payee information in our bank reconstruction using available underlying support such as canceled checks, deposit slips and copies of deposited checks, wire transfer support, and withdrawal support. I also analyzed available QuickBooks records and data obtained from Merchant-ACH processors.

Approximate Net Revenues

18. The Net Revenues total $85,663,556.61.

19. I computed Net Revenues by calculating gross receipts from available bank and merchant processing records, reduced by the following:

a) refunds and chargebacks paid to consumers;

b) investment related activity and,

c) transactions with inadequate bank support.

Receivership Defendant Funds used to Purchase 110 Glouchester Property

20. To determine the source of the funds used to acquire the real property located at 110 Glouchester, I utilized the previously identified financial data. I also reviewed the settlement statement for the property along with property appraiser records based on a public records search.

21. The 110 Glouchester property was purchased on September 17, 2014 in the name of Defendant Jeremy Marcus for a total purchase price of $105,000[6] (See **Exhibit A** for the settlement statement). The property was subsequently transferred to four different owners of record, including:[7]

    a) 110 Glouchester St. LLC in November 2014 via quit claim deed;

    b) Receivership Defendant Halfpay International LLC in December 2014 and January 2015 via corrective warranty deeds;

    c) 110 Glouchester St. LLC in February 2015 via quit claim deed, and;

    d) Relief Defendant Teresa Duda in February 2017 via quit claim deed.

22. The current record owner of 110 Glouchester is Relief Defendant Teresa Duda.[8] She is the mother of Jeremy Marcus[9] (See **Exhibit B** for the property appraiser search results).

23. The funds used to purchase 110 Glouchester was a $95,291.69 wire transfer on September 16, 2014 from Receivership Defendant Active Debt

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[6] Public records search from the Palm Beach County Property Appraiser website located at http://pbcgov.com and settlement statement.
[7] Public records search from the Palm Beach County Property Appraiser website located at http://pbcgov.com.
[8] Ibid.
[9] *See* ECF No. 136.

Solutions, LLC dba Guardian Legal Center Bank of America account number ending in 2269 ("Active Debt Solutions BOA 2269") to Suncoast Title of Wellington. (**Exhibit C**).

24. The source of the funds Active Debt Solutions BOA 2269 utilized to make the transfer was receivership funds.

Receivership Defendant Funds used to Purchase the Culver City Property

25. To determine the source of the funds used to acquire the real property located at Culver City, I utilized the previously identified financial data. I also reviewed the settlement statement for the property.

26. The Culver City property was purchased on September 28, 2016 in the name of Relief Defendant James Marcus and Jennifer Perez for a total purchase price of $495,000.[10] James Marcus is the brother of Defendant Jeremy Marcus.[11] (See **Exhibit D** for the settlement statement)

27. The funds totaling $496,518.25[12] used to purchase the Culver City property came from Receivership Defendants. Our analysis revealed:

    a) A $14,850 wire transfer on September 6, 2016 from Receivership Defendant Halfpay International, LLC's[13] City National Bank account number ending in 9987 to A&A Escrow Services (**Exhibit E**); and,

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[10] Buyer's Final Settlement Statement.
[11] *See* ECF No. 136.
[12] The additional $1,518.25 paid over the purchase price is due to closing fees and taxes.
[13] Halfpay International, LLC is a Receivership Defendant pursuant to *Receiver's Agreed First Verified Motion to Expand Receivership* dated July 12, 2017 [DE 89] and *Order Granting Receiver's Agreed Verified Motion to Expand Receivership* entered July 31, 2017 [DE 102].

b) A $481,668.25 wire transfer on September 22, 2016 from Defendant Jeremy Marcus' City National Bank account number ending in 9738 to A&A Escrow Services.[14] (**Exhibit F**)

28. The source of the $481,668.25 wire transfer came from Receivership Defendants as follows:

a) $58,597.21 on August 25, 2016 from Institute for Financial Freedom Inc. DBA 321 Loans Fifth Third Bank account number ending in 4176 (**Exhibit G**); and,

b) $514,137.07 on June 29, 2016 from USA Trust Title LLC from the proceeds from the sale of 8209 Desmond Drive ("Desmond Drive"). (**Exhibit H**) Desmond Drive was purchased in July 2013 using funds from Receivership Defendant Paralegal Staff Support, LLC Chase account number ended 4357. (**Exhibit I**)

29. As of the filing date of this Declaration, there remain bank, accounting and other financial records that have not been produced and my findings are based on the documents referenced herein.

30. I reserve the opportunity to revise this Declaration based on additional information that may become available.

Soneet R. Kapila, CPA, CIRA, CFF, CFE

April 26, 2018

[14] Buyer's Final Settlement Statement and bank reconstruction.

110 Gloucester ST

Exhibit A

Jason #1-15479

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

B. Type of Loan			
1.☐ FHA 2.☐ RHS 3.☐ Conv. Unins. 4.☐ VA 5.☐ Conv. Ins.	6. File Number 14-182	7. Loan Number	8. Mortgage Insurance Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Jeremy Marcus 603 Renaissance Ln Delray Beach, Florida 33483	Pennymac Loan Trust 2010-NPL1 6101 Condor Dr., 2nd FL Moorpark, California 93021	

G. Property Location	H. Settlement Agent	
110 Gloucester St Boca Raton, Florida 33487	SUNCOAST TITLE 800 Village Sq Xing 354, Palm Bch Gardens FL 33410	
	Place of Settlement 800 Village Square Crossing Suite 354 Palm Beach Gardens, Florida 33410	I. Settlement Date 09/17/14 DD: 09/17/14

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	105,000.00	401. Contract sales price	105,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,701.10	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	106,701.10	420. GROSS AMOUNT DUE TO SELLER	105,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money	10,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	8,088.91
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01 to 09/17	1,408.41	511. County taxes 01/01 to 09/17	1,408.41
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	11,408.41	520. TOTAL REDUCTION AMOUNT DUE SELLER	9,495.32
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	106,701.10	601. Gross amount due to seller (line 420)	105,000.00
302. Less amounts paid by/for borrower (line 220)	11,408.41	602. Less reduction amount due to seller (line 520)	9,495.32
303. CASH FROM BORROWER	95,291.69	603. CASH TO SELLER	95,504.68

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and /or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT — SETTLEMENT STATEMENT — PAGE 2

	L. SETTLEMENT CHARGES:	File Number: 14-182		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price $	105,000.00 @	4.50 = 4,725.00		
	Division of commission (line 700) as follows:				
701.	$ 2,100.00 to Real Estate Asset Disposition Corp				
702.	$ 2,625.00 to Clydesdale Commercial LLC				
703.	Commission paid at Settlement				4,725.00
704.	Referral Fee Skyhill Properties				600.00
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN		P.O.C.		
801.	Loan Origination Fee %				
802.	Loan Discount %				
803.	Appraisal Fee to				
804.	Credit Report to				
805.	Processing Fee to				
806.	Mortgage Broker Fee to				
807.	Underwriting Fee to				
808.					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901.	Interest from to @$ /day				
902.	Mortgage Insurance Premium to				
903.	Hazard Insurance Premium yrs. to				
904.					
905.					
1000.	RESERVES DEPOSITED WITH LENDER FOR				
1001.	Hazard Insurance mo. @$ / mo.				
1002.	Mortgage Insurance mo. @$ / mo.				
1003.	City property taxes mo. @$ / mo.				
1004.	County property taxes mo. @$ / mo.				
1005.	Annual Assessments mo. @$ / mo.				
1006.	mo. @$ / mo.				
1007.	mo. @$ / mo.				
1008.	Aggregate Reserve for Hazard/Flood Ins, City/Count				
1100.	TITLE CHARGES				
1101.	Settlement or closing fee to Suncoast Title			500.00	
1102.	Abstract or title search to First American Title Insurance			125.00	
1103.	Title examination to				
1104.	Title insurance binder to				
1105.	Document preparation to				
1106.	Notary fees to				
1107.	Attorney's fees to				
	(includes above item No:)				
1108.	Title insurance to Suncoast Title			600.00	
	(includes above item No:)				
1109.	Lender's coverage				
1110.	Owner's coverage 105,000.00 — 600.00				
1111.	Wire Transfer Fees	Suncoast Title		50.00	25.00
1112.	Title Search/Curative Fee	ServiceLink			250.00
1113.	Seller Representation	Shore to Shore Title, LLC			675.00
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201.	Recording fees Deed $ 36.10	; Mortgage $	; Releases $	36.10	
1202.	City/county/stamps Deed $	; Mortgage $			
1203.	State tax/stamps Deed $ 735.00	; Mortgage $			735.00
1204.	Intangible Tax Deed $	; Mortgage $			
1205.	Record Power of Attorney				53.10
1300.	ADDITIONAL SETTLEMENT CHARGES				
1301.	Survey to				
1302.	Pest Inspection to				
1303.	Municipal Lien Search	Clear Choice Tax & Lien Service		390.00	
1304.	Water Bill	City of Boca Raton			622.81
1305.	Lien Search	South Florida Lien Search, Inc.			400.00
1306.					
1307.					
1308.					
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			1,701.10	8,085.91

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Pennymac Loan Trust 2010-NPL1

Jeremy Marcus

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Suncoast Title

By: Kimberly Pearson

Date: September 17th, 2014

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

09-16-2014 at 8:53 AM — form HUD-1 (3/86) ref Handbook 4305.2

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT — SETTLEMENT STATEMENT — PAGE 2

L. SETTLEMENT CHARGES: File Number: 14-182		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700	TOTAL SALES/BROKER'S COMMISSION based on price $ 105,000.00 @ 4.50 = 4,725.00		
	Division of commission (line 700) as follows:		
701.	$ 2,100.00 to Real Estate Asset Disposition Corp		
702.	$ 2,625.00 to Clydesdale Commercial LLC		
703.	Commission paid at Settlement		4,725.00
704.	Referral Fee Skyhill Properties		600.00
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN P.O.C.		
801.	Loan Origination Fee %		
802.	Loan Discount %		
803.	Appraisal Fee to		
804.	Credit Report to		
805.	Processing Fee to		
806.	Mortgage Broker Fee to		
807.	Underwriting Fee to		
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901.	Interest from to @$ /day		
902.	Mortgage Insurance Premium to		
903.	Hazard Insurance Premium yrs. to		
904.			
905.			
1000.	RESERVES DEPOSITED WITH LENDER FOR		
1001.	Hazard Insurance mo. @$ / mo		
1002.	Mortgage Insurance mo. @$ / mo.		
1003.	City property taxes mo. @$ / mo		
1004.	County property taxes mo. @$ / mo.		
1005.	Annual Assessments mo. @$ / mo		
1006.	mo @$ / mo		
1007.	mo. @$ / mo.		
1008.	Aggregate Reserve for Hazard/Flood Ins. City/Count		
1100.	TITLE CHARGES		
1101.	Settlement or closing fee to Suncoast Title	500.00	
1102.	Abstract or title search to First American Title Insurance	125.00	
1103.	Title examination to		
1104.	Title insurance binder to		
1105.	Document preparation to		
1106.	Notary fees to		
1107.	Attorney's fees to		
	(includes above item No:)		
1108.	Title insurance to Suncoast Title	600.00	
	(includes above item No:)		
1109.	Lender's coverage		
1110.	Owner's coverage 105,000.00 — 600.00		
1111.	Wire Transfer Fees Suncoast Title	50.00	25.00
1112.	Title Search/Curative Fee ServiceLink		250.00
1113.	Seller Representation Shore to Shore Title, LLC		875.00
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201.	Recording fees Deed $ 35.10 ; Mortgage $; Releases $	36.10	
1202.	City/county/stamps Deed $; Mortgage $		
1203.	State tax/stamps Deed $ 735.00 ; Mortgage $		735.00
1204.	Intangible Tax Deed $; Mortgage $		
1205.	Record Power of Attorney		53.10
1300.	ADDITIONAL SETTLEMENT CHARGES		
1301.	Survey to		
1302.	Pest inspection to		
1303.	Municipal Lien Search Clear Choice Tax & Lien Service	390.00	
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1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)	1,701.10	8,085.91

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Jeremy Marcus — Jeremy Marcus

Pennymac Loan Trust 2010-NPL1

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Suncoast Title
By: Kimberly Pearson

Date: September 17th, 2014

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09-16-2014 at 9:53 AM — form HUD-1 (3/86) ref Handbook 4305.2

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption E-file

Location Address	110 GLOUCHESTER ST
Municipality	BOCA RATON
Parcel Control Number	06-43-47-05-02-007-0070
Subdivision	DELRAY MANORS IN
Official Records Book	28918 Page 267
Sale Date	FEB-2017
Legal Description	DELRAY MANORS LT 7 BLK 7

Owners
DUDA TERESA

Mailing address
110 GLOUCHESTER ST
BOCA RATON FL 33487 3228

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2014	$105,000	27064 / 01601	WARRANTY DEED	MARCUS JEREMY
SEP-2014	$35,100	27022 / 00628	CERT OF TITLE	PENNYMAC LOAN TRUST
MAR-2009	$10	23128 / 01542	QUIT CLAIM	MARMORIA HAYDEE M GOMEZ TRUSTEE
MAY-2007	$10	21708 / 01418	QUIT CLAIM	GANTON THOMAS R &
MAR-2006	$10	20200 / 00660	QUIT CLAIM	MARMORIA HAYDEE G LIVING TRUST

1 2 3

Exemption Applicant/Owner	Year	Detail
DUDA TERESA	2018	

Number of Units 1 *Total Square Feet 1648 Acres 0.16
Use Code 0100 - SINGLE FAMILY Zoning R1E - Single Family (06-BOCA RATON)

Tax Year	2017 P	2016	2015
Improvement Value	$89,819	$82,306	$76,607
Land Value	$59,826	$62,319	$49,855
Total Market Value	$149,645	$144,625	$126,462

P = Preliminary

All values are as of January 1st each year

Tax Year	2017 P	2016	2015
Assessed Value	$149,645	$144,625	$126,462
Exemption Amount	$0	$0	$0
Taxable Value	$149,645	$144,625	$126,462

Tax Year	2017 P	2016	2015
Ad Valorem	$2,711	$2,679	$2,426
Non Ad Valorem	$299	$275	$255
Total tax	$3,010	$2,954	$2,681

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption E-file

Location Address	110 GLOUCHESTER ST
Municipality	BOCA RATON
Parcel Control Number	06-43-47-05-02-007-0070
Subdivision	DELRAY MANORS IN
Official Records Book	28918 Page 267
Sale Date	FEB-2017
Legal Description	DELRAY MANORS LT 7 BLK 7

Owners	Mailing address
DUDA TERESA	110 GLOUCHESTER ST BOCA RATON FL 33487 3228

Sales Date	Price	OR Book/Page	Sale Type	Owner
FEB-2017	$10	28918 / 00267	QUIT CLAIM	DUDA TERESA
FEB-2015	$10	27388 / 00245	QUIT CLAIM	110 GLOUCHESTER ST LLC
JAN-2015	$10	27273 / 00715	WARRANTY DEED	HALFPAY INTERNATIONAL LLC
DEC-2014	$10	27227 / 01220	WARRANTY DEED	HALFPAY INTERNATIONAL LLC
NOV-2014	$10	27152 / 01823	QUIT CLAIM	110 GLOUCHESTER ST LLC

1 2 3

Exemption Applicant/Owner	Year	Detail
DUDA TERESA	2018	

Number of Units 1 *Total Square Feet 1648 Acres 0.16
Use Code 0100 - SINGLE FAMILY Zoning R1E - Single Family (06-BOCA RATON)

Tax Year	2017 P	2016	2015
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Assessed Value	$149,645	$144,625	$126,462
Exemption Amount	$0	$0	$0
Taxable Value	$149,645	$144,625	$126,462

Tax Year	2017 P	2016	2015
Ad Valorem	$2,711	$2,679	$2,426
Non Ad Valorem	$299	$275	$255
Total tax	$3,010	$2,954	$2,681

Exhibit B

CFN 20140417596
OR BK 27152 PG 1823
RECORDED 11/10/2014 09:13:40
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1823; (1pg)

This Document is the property of the Palm Beach County Clerk & Comptroller's Office

This instrument prepared by and return to:
Katherine McGrath, Esq.
260 SW Natura Avenue
Deerfield Beach, Florida 33441
[redacted]

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 7th day of November, 2014, between the first party, Jeremy Marcus, (hereinafter, "Grantor") whose mailing address is, 260 SW Natura Ave., Deerfield Beach, Florida 33441, and the second party, 110 Glouchester St., LLC, a Delaware Limited Liability Corporation, whose mailing address is 260 SW Natura Ave., Deerfield Beach, Florida 33441 (hereinafter, "Grantee"):

Witnesseth, that and for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

Lot 7, Block 7, Plat of Delray Manors, according to the Plat thereof, as recorded in Plat Book 10, Page 25, of the Public Records of Palm Beach County, Florida.
Subject to easements, restrictions and reservations of record and to taxes for the year 2014 and thereafter.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, equity and claim whatsoever of the said first party, either in law or equity, to the proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Grantor

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF
The foregoing instrument was acknowledged before this 7th day of November, 2014 by Jeremy Marcus, who is [X] personally known to me or [ ] who has produced a driver's license and who did not take an oath.

Notary Public
State of Florida, At Large

My Commission No.:
My Commission Expires:

Katherine McGrath
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF128510
Expires 6/2/2018

Exhibit B

CFN 20140466394
OR BK 27227 PG 1220
RECORDED 12/18/2014 09:20:26
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1220 - 1221; (2pgs)

This is not a certified copy

Prepared by and return to:
Katherine McGrath,Esq.
260 SW Natura Ave.
Deerfield Beach, FL 33441

CORRECTIVE WARRANTY DEED

This Corrective Warranty Deed has been prepared and is being recorded to correct: the Grantee information referenced in the Warranty Deed recorded in Official Records Book 27152, Page 1823 of the Public Records of Palm Beach County, Florida.

THIS INDENTURE is made this 17th day of December, 2014, between Jeremy Marcus, whose mailing address is 260 SW Natura Ave., Deerfield Beach, Florida, 33441, GRANTOR, and Halfpay International, LLC, 110 Glouchester St. Series, whose mailing address is 260 SW Natura Ave., Deerfield Beach, Florida 33441, GRANTEE

WITNESSETH that said Grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to said Grantee and Grantee's successors and assigns forever, the following described land situate in Palm Beach County, Florida, to wit:

> *Lot 7, Block 7, Plat of Delray Manors, according to the Plat thereof, as recorded in Plat Book 10, Page 25 of the Public Records of Palm Beach County, Florida.*
> *Subject to easements, restrictions, and reservations of record and to taxes for the year 2014 and thereafter.*

Said GRANTOR does hereby covenant that the GRANTOR is lawfully seized of said land in fee simple and has good right and lawful authority to sell and convey said land and fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever. Where used herein, the terms GRANTOR and GRANTEE shall be construed as singular or plural as the context requires.

Said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

There is no monetary consideration for this deed nor a change in ownership; consequently, only the minimum documentary stamps are affixed hereto.

{14-156/00323409.DOCX.1}

This is not a certified copy

There is no monetary consideration for this deed nor a change in ownership; consequently, only the minimum documentary stamps are affixed hereto.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed, and delivered
in the presence of:

Signature of Witness
Printed Name: Trisha Rosasco

Signature of Witness
Printed Name: Frank Kramovitch

Jeremy Marcus
Grantor

STATE OF Florida)
) ss.
COUNTY OF Palm Beach)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME this 17th day of December, 2014 by Jeremy Marcus, GRANTOR, who [✓] is personally known to me, or who [ ] has produced _____ as identification.

Notary Public
Print Name: Katherine McGrath

Katherine McGrath
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF128510
Expires 6/2/2018

My Commission Expires:
6/2/18

N.B. This Deed has been prepared at the Grantor's request without examination or legal opinion of title.

-2-

{14-156/00323409.DOCX.1}

Exhibit B

CFN 20150012483
OR BK 27273 PG 0715
RECORDED 01/13/2015 14:43:26
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0715 - 716; (2pgs)

This is not a certified copy

Prepared by and return to:
Katherine McGrath, Esq.
260 SW Natura Ave.
Deerfield Beach, FL 33441

CORRECTIVE WARRANTY DEED

This Corrective Warranty Deed has been prepared and is being recorded to correct: the Grantee information referenced in the Corrective Warranty Deed recorded in Official Records Book 27227, Page 1220-1221 of the Public Records of Palm Beach County, Florida.

THIS INDENTURE is made this 12th day of January, 2015, between Jeremy Marcus, a single man, whose mailing address is 260 SW Natura Ave., Deerfield Beach, Florida, 33441, GRANTOR, and Halfpay International, LLC, 110 Glouchester St. Series, whose mailing address is 260 SW Natura Ave., Deerfield Beach, Florida 33441, GRANTEE.

WITNESSETH that said Grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to said Grantee and Grantee's successors and assigns forever, the following described land situate in Palm Beach County, Florida, to wit:

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> *Subject to easements, restrictions, and reservations of record and to taxes for the year 2015 and thereafter.*

Said GRANTOR does hereby covenant that the GRANTOR is lawfully seized of said land in fee simple and has good right and lawful authority to sell and convey said land and fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever. Where used herein, the terms GRANTOR and GRANTEE shall be construed as singular or plural as the context requires.

Said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

There is no monetary consideration for this deed nor a change in ownership; consequently, only the minimum documentary stamps are affixed hereto.

{14-156/00323409.DOCX.1}

This is not a certified copy

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed, and delivered
in the presence of:

Signature of Witness
Printed Name: Frank Kranorik

Jeremy Marcus
Grantor Jeremy Marcus

Signature of Witness
Printed Name: Bruce Polit

STATE OF Florida)
) ss.
COUNTY OF Broward)

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME this 12th day of January, 2015 by Jeremy Marcus, GRANTOR, who [✓] is personally known to me, or who [ ] has produced _____ as identification.

Notary Public
Print Name: Katherine McGrath

My Commission Expires:

Katherine McGrath
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF128510
Expires 6/2/2018

N.B. This Deed has been prepared at the Grantor's request without examination or legal opinion of title.

-2-

{14-156/00323409.DOCX.1}

Exhibit B

CFN 20150084906
OR BK 27388 PG 0245
RECORDED 03/09/2015 15:27:47
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0245; (1pg)

This document is not certified for recording

This instrument prepared by and return to:
Katherine McGrath, Esq.
260 SW Natura Avenue
Deerfield Beach, Florida 33441
[redacted]

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 26th day of February, 2015, between the first party, Halfpay International, LLC, 110 Glouchester St. Series, (hereinafter, "Grantor") whose mailing address is 260 SW Natura Ave., Deerfield Beach, Florida 33441, and the second party, to 110 Glouchester St., LLC, a Florida limited liability company, whose mailing address is 260 SW Natura Ave., Deerfield Beach, Florida 33441 (hereinafter, "Grantee"):

Witnesseth, that and for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

Lot 7, Block 7, Plat of Delray Manors, according to the Plat thereof, as recorded in Plat Book 19, Page 25 of the Public Records of Palm Beach County, Florida.
Subject to easements, restrictions, and reservations of record and to taxes for the year 2015 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances hereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, equity and claim whatsoever of the said first party, either in law or equity, to the proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Authorized Representative of Halfpay International, LLC, 110 Glouchester St. Series, Grantor

Witness #1 Signature

Mauricio Garcia
Witness #1 Printed Name

Witness#2 Signature

Sukaina Jaget
Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before this 26th day of February, 2015 by Kenny Manas, who is

[✓] personally known to me or [ ] who has produced a driver's license and who did not take an oath.

My Commission No.
My Commission Expires:

Notary Public

Katherine Van de Bogart
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF199216
Expires 6/2/2018

Exhibit B

CFN 20170070467

OR BK 28918 PG 0267
RECORDED 03/01/2017 09:26:11
AMT 10.00
Doc Stamp 0.70
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 0267 - 268; (2pgs)

RECORD AND RETURN TO:
Jack Marcus
1410 SW 3rd Street
Pompano Beach, FL 33069

Palm Beach County Property Appraiser' s Parcel Control Number
06-43-47-05-02-007-0070

QUIT - CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 22 day of February, 2017, by

110 Glouchester St., LLC, a Florida for profit corporation, located at 1410 SW 3rd Street Pompano Beach, FL 33069 as "GRANTOR" and **Teresa Duda,** a single woman as, "GRANTEE" (as hereinafter defined, to wit:

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS ($10.00), in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, do hereby remise,release and quit-claim unto the said GRANTEE forever, all of the right, title, interest, claim and demand for which the said GRANTOR has in and to the following-described lot, piece or parcel of land, situate, lying and being in Palm Beach County, Florida,to-wit:

110 Glouchester Street Boca Raton, FL 33487*Lot 7, Block 7, Plat of Delray Manors, according to the Plat thereof, as recorded in Plat Book 10, page 25 of the Public Records of Palm Beach County, FL. Official Record Book 27388 page 0245,*

Subject to easements, restrictions, and reservations of record to taxes for the year 2017 and thereafter.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or part of a homestead property.

THIS DEED WAS PREPARED WITH THE BENEFIT OF A TITLE SEARCH.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances there unto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behoove of the said GRANTEEforever.

IN WITNESS WHEREOF, the said GRANTOR has signed and sealed these present the day and year first above written.

This is not a certified copy

Signed, sealed and delivered in presence of:

Witness Signature

Printed Name: Sovan Melton

Witness Signature

Printed Name: Kyle Hunt

Jack E. Marcus

Jack Marcus, Trustee for Halfpay Intl Business Trust as owner of 110 Glouchester St., LLC

This is not a certified copy

STATE of FLORIDA)ss:

COUNTY OF PALM BEACH

The foregoing Quit-Claim Deed was acknowledged before me this 22 day of February, 2017, by Jack Marcus, who is personally known to me or who has produced as identification and who did not take an oath.

PAUL A. HERMAN
Notary Public - State of Florida
My Comm. Expires Oct 27, 2017
Commission # FF 035303
Bonded Through National Notary Assn.

My commission expires:

Notary Signature:
Printed Name: PAUL A. HERMAN

Teresa Duda

WitnessSignature

Printed Name: Sovan Melton

Witness Signature

Printed Name Kyle Hunt

STATE OF FLORIDA)ss:

COUNTY OF PALM BEACH

The foregoing Quit-Claim Deed was acknowledged before me this 23 day of February, 2017, by Teresa Duda, who is personally known to me or who has produced as identification and who did not take an oath. FL DL [redacted]

My commission expires:

PAUL A. HERMAN
Notary Public - State of Florida
My Comm. Expires Oct 27, 2017
Commission # FF 035303
Bonded Through National Notary Assn.

Notary Signature:
Printed Name: PAUL A. HERMAN

EXHIBIT C

Bank of America

Your checking account

ACTIVE DEBT SOLUTIONS LLC | Account # [redacted] 2269 | September 1, 2014 to September 30, 2014

Withdrawals and other debits - continued

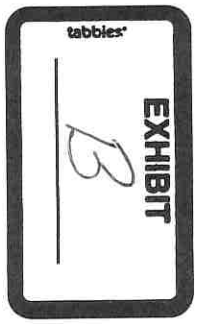
Date	Transaction description	Bank reference	Amount
09/12/14	Epicom Corporati DES:AR Verify ID:01BAXBOYLL5fvsx INDN:Bill.com Trial Deposit CO ID:2204895317 CCD	[redacted]5058	0.12
09/16/14	Online Banking transfer to CHK 7451 Confirmation# 1388634515	[redacted]2460	50,000.00
09/16/14	WIRE TYPE:BOOK OUT DATE:140916 TIME:1459 ET TRN:2014091600272632 RELATED REF:129768968 BNF:SUNCOAST TITLE OF WELLINGT ID:005491360299 PMT DET:110 GLOUCHESTER DRIVE BOCA RATON FL	[redacted]2632	95,291.69
09/16/14	MJZWICKER DES:PHONECHECK ID:8294980 INDN:JONES CO ID:3383693141 TEL	[redacted]9766	591.26
09/16/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	[redacted]3480	414.02
09/16/14	RAM DES:DAILY ID:100594 INDN:Active Debt Solutions CO ID:1264763907 CCD	[redacted]3764	277.85
09/17/14	RETURN ITEM CHARGEBACK	[redacted]6748	1,912.04
09/17/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	[redacted]7135	124.14
09/18/14	RETURN ITEM CHARGEBACK	[redacted]6171	467.58
09/18/14	WIRE TYPE:INTL OUT DATE:140918 TIME:1222 ET TRN:2014091800228103 SERVICE REF:549917 BNF:POLYTHOUGHT SOFTWARES ID:707200167 BNF BK:INDI AN BANK ID:IDIBINBBAHM PMT DET:129892674 SERVICES	[redacted]8103	4,000.00
09/18/14	Online Banking transfer to CHK 8861 Confirmation# 0506397736	[redacted]9696	1,500,000.00
09/18/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	[redacted]0338	73.75
09/19/14	FL TLR transfer to CHK 2542 Banking Ctr CYPRESS CREEK #0001118 FL Confirmation# 3916313409	[redacted]6859	100.00
09/19/14	EICHENBAUM&STYL DES:PURCHASE ID:21951313 INDN:WILLIAM ENOCH CO ID:9000015611 PPD	[redacted]0943	1,723.00
09/19/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	[redacted]9725	254.85
09/19/14	CHECK21.COM LLC DES:ACH ID:866-989-2432 INDN:ACTIVE DEBT SOLUTION CO ID:5330903620 CCD	[redacted]9726	52.93
09/22/14	RETURN ITEM CHARGEBACK	[redacted]1070	1,204.21
09/22/14	WIRE TYPE:BOOK OUT DATE:140922 TIME:0537 ET TRN:2014092200047380 RELATED REF:130003932 BNF:SUNCOAST TITLE OF WELLINGT ID:005491360299	[redacted]7380	10,000.00
09/23/14	WIRE TYPE:WIRE OUT DATE:140923 TIME:1237 ET TRN:2014092300214168 SERVICE REF:005441 BNF:AVENTUS DIGITAL LLC ID:595882601 BNF BK:JPMORG AN CHASE BANK, NA ID:267084131 PMT DET:130155662	[redacted]4168	3,000.00

continued on the next page

Exhibits D-I to the Declaration of Soneet R. Kapila are intentionally omitted here but may be found at Docs. 234-237

Exhibit 1-B

Date	Check Number	Bank Account	Account Name	Payee	Amount	Memo/Reference
10/21/2014	1006	BOA 7396	HalfPay International, LLC (Main Accunt)	City of Boca Raton Utilities Processing Center	$209.14	110 Glouchester Street 180679-28180
11/3/2014	1003	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Leslie Goldstein	$150.00	110 Glouchester Sewer Cleaning
11/3/2014	1004	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Chett Cockrill	$440.00	Bobcat Rental & Fuel
11/4/2014	1007	BOA 3145	HalfPay International, LLC (110 Glouchester St)	AC All Stars Mech	$500.00	
11/4/2014	1005	BOA 3145	HalfPay International, LLC (110 Glouchester St)	E. Smith Electrical Services LLC	$2,900.00	
11/7/2014	1008	BOA 3145	HalfPay International, LLC (110 Glouchester St)	A patterson Construction	$1,650.00	
11/10/2014	1011	BOA 3145	HalfPay International, LLC (110 Glouchester St)	AC All Stars Mech	$1,300.00	
11/11/2014	1012	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Casey Neugent	$780.00	
11/12/2014	1013	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Luis Osorio	$1,997.97	$427.97 - Supplies + $1570 Labor
11/18/2014	1016	BOA 3145	HalfPay International, LLC (110 Glouchester St)	AC All Stars Mech	$325.00	Sheet Metal, Seal Hole in Wall
11/24/2014	1020	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Casey W. Neugent	$1,000.00	2 Weeks 11/12-11/26
11/26/2014	1018	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Luis Osorio	$1,500.00	Payroll
12/4/2014	1005	BOA 9172	Guardian LG LLC	E. Smith Electrical Services LLC	$2,000.00	110 Glouchester
12/9/2014	Online	PNC 8769	HalfPay International, LLC	Palm Beach County Tax Collector	$2,006.12	Taxes 2014 - Per Tax Assessor's Website
12/10/2014	1022	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Casey Neugent	$1,420.00	Work
12/10/2014	1023	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Luis Osorio	$1,580.00	Hamdy Man Work
12/16/2014	1025	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Casey Neugent	$1,026.00	Re-Imbursement for Materials
12/22/2014	1026	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Casey Neugent	$1,393.30	Re-Imbursement + 1000 for Payroll
12/22/2014	1024	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Luis Osorio	$1,300.00	Work
1/10/2015	1028	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Casey Neugent	$1,400.00	For up to 15th
1/13/2015	1027	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Luis Osorio	$2,018.00	Work Plus Reciepts
1/28/2015	1030	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Luis Osorio	$1,982.00	work
1/28/2015	1034	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Casey Neugent	$1,300.00	
2/13/2015	1032	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Brendan Moss	$705.00	
2/13/2015	1033	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Casey Neugent	$1,650.00	
2/20/2015	1036	BOA 3145	HalfPay International, LLC (110 Glouchester St)	Brendan Moss	$750.00	
3/11/2015	1047	BOA 7396	HalfPay International, LLC (Main Account)	Jam Irrogation	$2,200.00	Quickbooks - 110 Glouchester St.
3/13/2015	1034	BOA 7396	HalfPay International, LLC (Main Account)	Kerel Pierre-Louis	$2,352.00	Quickbooks - 110 Glouchester St.
3/23/2015	1063	BOA 7396	HalfPay International, LLC (Main Account)	Larry Newman	$920.00	Quickbooks - 110 Glouchester St.
5/6/2015	1102	BOA 7396	HalfPay International, LLC (Main Account)	Price Flooring	$2,235.27	Quickbooks - 110 Glouchester St.
5/27/2015	1120	BOA 7396	HalfPay International, LLC (Main Account)	Temperature Systems Inc.	$1,500.00	Quickbooks - 110 Glouchester St.
9/6/2015	1311	CNB 9987	HalfPay International, LLC	D & J Fencing	$1,000.00	110 Glouchester
9/16/2015	1326	CNB 9987	HalfPay International, LLC	D & J Fencing	$575.00	Fence Glouchester
10/4/2015	1345	CNB 9987	HalfPay International, LLC	D & J Fencing	$575.00	Final Payment Fence Glouchester
11/3/2015	Online		HalfPay International, LLC	Palm Beach County Tax Collector	$2,573.88	Taxes 2015 - Per Tax Assessor's Website
11/9/2016	Online	Chase 0803	HP Properties Group, Inc.	Palm Beach County Tax Collector	$2,835.73	Taxes 2016 - Per Tax Assessor's Website
				Total	**$50,049.41**	



Composite Exhibit 1-C

HALFPAY INTERNATIONAL, LLC
(110 GLOUCHESTER ST)
260 SW NATURA AVE
DEERFIELD BEACH FL 33441-3026

1003

63-4/630 FL
1118

DATE 11/3/14

PAY TO THE ORDER OF Leslie Goldstein $ 150.00

One Hundred Fifty & 00/100 DOLLARS

Bank of America

ACH R/T 063100277

FOR 110 Glouchester sewer cleaning

⑈001003⑈ ⑆063000047⑆ [redacted] 3145⑈

tabbies EXHIBIT Composite A

Case 0:17-cv-60907-FAM Document 240-1 Entered on FLSD Docket 05/01/2018 Page 33 of 38

HANDYMAN HERO GC 1510318
Serving South Florida, Central Florida, and the Treasure Coast 1-855-550-HERO (4376)

Estimate/Invoice: Job # 100714209

Customer Name:	Jeremy Marcus
Street Address:	110 Glouchester street
City, State, Zip code	Boca Raton, FL
Phone and email	Casey Neugent [redacted]
Home Hero Supervisor	Kirk Norman

JOB DESCRIPTION: Master Bedroom

1. Install approx. 5' x 9' Closet. Includes wall framing, ½" drywall, two bifold doors. Includes wall from floor to ceiling with corner bead wrapped door opening and bifold doors. Includes materials. $1000.00
2. Install two rows of vented shelving in closet for hanging clothes and one upper shelf for storage. $150
3. Install firring strips with tapcons on concrete walls and install ½" sheetrock on all walls up to ceiling. Includes taping and skim coating to a smooth finish. Painting not included. Approx. 13 x 11' room with 3/12 vaulted ceiling. Approx 15 sheets. $1,800

Total is $2,950.00

JOB DESCRIPTION: Bedroom 2

1. Install sheetrock box around a/c copper evaporator lines above closet. Includes skim coating and corner bead. $300
2. Re-route a/c condensation lines at shoe shelf in closet behind the drywall. Includes pvc couplings and drywall repairs. Install 2x2 firring and ½' sheetrock on right closet wall to hide pvc lines. $400
3. Wall behind bed only. Install firring strips with tapcons on concrete walls and install ½" sheetrock on all wall up to ceiling. Includes taping and skim coating to a smooth finish. Painting not included. Approx. 4 sheets.
4. Bury fan electrical chase behind new sheetrock on wall. 0
5. Re-route fan electrical wiring on ceiling into groove of T&G ceiling. Insert sliver of redwood to hide. Includes new romex and a proper ceiling junction box. $125

Total is $2,475.00

JOB DESCRIPTION: Bedroom 3

1. Demo to be done by Casey. Including old plumbing and plywood ceilings.
2. Ceilings Install firring strips install 5/8" sheetrock on ceiling. Includes taping and skim coating with a light hand texture finish coat. Approx 100 s.f.
3. Patch walls as needed and skim coat walls and ceilings to a smooth finish.
4. Painting not included.

Total is $1,825.00

JOB DESCRIPTION: Bedroom 4

5. Demo to be done by Casey. Including sink area, old plumbing and plywood ceilings.
6. Ceilings Install firring strips install 5/8" sheetrock on ceiling. Includes taping and skim coating with a light hand texture finish coat. Painting not included. Approx 170 s.f.
7. Patch walls as needed and skim coat walls and ceilings to a smooth finish
8. Includes 30" pre-hung interior door entry to laundry room.
9. Painting not included.

Total is $2,350.00

JOB DESCRIPTION: Bathroom Remodel – Hall bathroom

1. Demolition: to be done by Casey as discussed.
2. Install new White tub. Includes tub drain trap and installation of overflow drain. Labor and standard tub included.
3. Plumbing: Install new mixing valve for tub. Install shower handle and trim set. Fixture to be supplied by client.
4. Install new tile backer board for tub enclosure.
5. Tile: Includes tub surround walls. Includes thin-set, straight-set installation of porcelain or equivalent tile. Includes setting materials. Includes single listello on walls. Tile to be supplied by client. Approx 100 s.f. of material needed including waste and approx. 16 l.f. of bullnose if applicable.
6. Tile: Install new tile on floor. Includes thin-set, straight-set installation of porcelain or equivalent tile. Includes setting materials. Approx 35 sf including waste.
7. Remove drywall and install hardiboard on wall adjoining kitchen. Treat with mildewcide.
8. Walls: Includes prep, and patching of walls. Includes skim coating walls and ceilings to a smooth finish
9. Painting not included.
10. Install new vanity. Includes installation of sink and faucet plumbing. Vanity and fixtures to be supplied by Casey.
11. Install new toilet. Includes new stainless steel supply line and escutcheon. Toilet to be supplied by Casey.
12. Install one towel bar and one tp holder.

Total is $3,980.00

JOB DESCRIPTION: Bathroom Remodel – Rear bathroom

13. Demolition: to be done by Casey as discussed including removal of existing shower
14. Install new walls to make bathroom about 8" shorter and 3'wider.
15. Relocate drain lines to install tub in front of toilet. Includes routing under slab. Slab cutout to be done by others. Includes pvc drain pipe, copper supply pipe and couplings. Includes pouring concrete to bury lines from original location to new tub location. Running supply lines from source to bathroom not included here.
16. Install new White tub. Includes tub drain trap and installation of overflow drain. Labor and standard tub included.
17. Plumbing: Install new mixing valve for tub. Install shower handle and trim set. Fixture to be supplied by client.
18. Install new tile backer board for tub enclosure.
19. Tile: Includes tub surround walls. Includes thin-set, straight-set installation of porcelain or equivalent tile. Includes setting materials. Includes single, simple listello on walls. Tile to be supplied by client. Approx 100 s.f. of material needed including waste and approx. 16 l.f. of bullnose if applicable.
20. Tile: Install new tile on floor. Includes thin-set, straight-set installation of porcelain or equivalent tile. Includes setting materials. Approx 50 sf including waste.
21. Walls: Includes prep, and patching of walls. Includes skim coating walls and ceilings to a smooth finish.
22. Painting not included.
23. Install new vanity. Includes installation of sink and faucet plumbing. Vanity and fixtures to be supplied by client.
24. Install studor vent. Unorthodox stack pipe to be removed during demo.
25. Install new toilet. Includes new stainless steel supply line and escutcheon. Toilet to be supplied by client.
26. Install one new 30" pre-hung door. Includes door, jamb and casings.
27. Install one towel bar and one tp holder.
28. Route wiring and install junction boxes for two new switches, vanity light fixture, and one recessed light can and trim

Total is $5,690.00

JOB DESCRIPTION: Laundry room

1. Replace missing wall where defective door exists.
2. Create walkthrough opening to dining room. Includes removing old door and framing/wrapping edges with drywall.
3. **HOT/COLD**: Route supply lines and drain line from Kitchen to the laundry room wall. Also route supply lines from laundry room to rear bathroom. Includes materials and pouring concrete to replace slab. Approx 10 l.f. inside walls and 10 l.f. under slab

HANDYMAN HERO GC 1510318
Serving South Florida, Central Florida, and the Treasure Coast 1-855-550-HERO (4376)

4. Concrete cutting to be done by Casey for underground plumbing.
5. Install washing machine hose bibs and drain line. Includes materials.
6. Route and install electrical junction boxes and outlets for washing machine and dryer. Does not include breakers.
7. Patch walls as needed. Skim coat walls to a smooth finish.
8. Install new 150 amp breaker box. Includes box and new breakers. Route original wiring in old box in dining room to this location. Includes wall repairs and wires
9. Painting not included.

Total is $3,575.00

JOB DESCRIPTION: Living room

1. Demo to be done by Casey.
2. Install firring strips install ½" sheetrock on West wall. Includes taping and skim coating with a light hand texture finish coat. Approx. 6 sheets and wraps around windows.
3. Patch walls as needed and apply skim coat all walls to a smooth finish..
4. Painting not included.

Total is $950.00

JOB DESCRIPTION: Crown

1. Install crown molding.
2. Includes 3.25" crown, caulking and spackling of holes.
3. Includes 160 l.f. – areas specified by Casey to hide the over-paint stains on the wood ceiling and to finish the edges of the new drywall.
4. Does not include painting.
5. Additional or less footage will be pro-rated at $7 per foot for labor and materials.
6. Baseboard to be installed by Casey after flooring is installed.

Total is $960.00

JOB DESCRIPTION: Kitchen Remodel – Includes dining room area

1. Demo existing kitchen. Removal of existing cabinets, removal of drywall necessary to facilitate repairs and alterations, removal of debris to curbside. Also cutting out of block wall as proposed to be done by Casey.
2. Build back of wall wraps where walls are removed and reinforcement as needed.
3. Sink plumbing and appliances to remain on same wall but slightly different location.
4. Install plumbing for new sink. Includes disposal installation. Includes new drain trap and valve stops. Disposal to be chosen by client.
5. Install new outlet for dishwasher and new switch/outlet for garbage disposal at new location. Air button switch option at no additional cost. Includes junction box and wiring.
6. Install new outlets, switches and plates. No junction box relocations included unless specified in another line item.
7. Install new outlet for microwave. Includes junction box and wiring.
8. Route new fridge icemaker/water line. Install recessed fridge valve stop.
9. Install 4 new flush mounted light fixtures. Materials to be supplied by Casey.
10. Install new ceiling fan. Includes assembly and installation. Fixture not included.
11. Install new cabinets per proposed location. Includes installation of boxes, fillers and toekick. Approx 14 l.f. of base cabinets, 14 l.f. of wall cabinets. Includes installation of free- hanging wall cabinets attached to ceiling in the proposed location on north end of kitchen. Labor only.
12. Install under-cabinet lighting system. Includes 12V transformer, remote receiver and LED lighting strips. Materials included.
13. Install quartzite countertop. 40 s.f. Level 1 standard grade. No backsplash. Includes cut out for sink and client's choice of edge.
14. Install tile backsplash. Thin-set, straight set of porcelain or equivalent. Approx. 17 s.f. including waste.
15. Replace all drywall and skim walls to a smooth finish.

HANDYMAN HERO GC 1510318
Serving South Florida, Central Florida, and the Treasure Coast 1-855-550-HERO (4376)

16. Appliance installation including laundry units to be performed by Casey.
17. Cabinets to be selected and purchased by Casey.
18. Granite to be selected by Casey.
19. Deduct $500 if Formica tops are used instead of granite.
20. Painting not included.

Total is $12,050.00

JOB DESCRIPTION: Paint interior

1. Includes all prep work, patching/sanding, caulking as well as priming where necessary.
2. Walls Includes application of two coats of high quality latex, egshell paint to walls in all rooms unless otherwise specified.
3. Trim work includes baseboards, crown molding, door jambs and casings.
4. Closets: Flat white. Spot priming with stain killing primer as needed.
5. Ceilings: Not included. They are stained wood. Removal of over-painting marks on ceilings to be removed as much as practical by Casey.
6. Includes complete primer coat due to new gypsum boards on walls. $800
7. All materials included.
8. Top quality workmanship guaranteed.

Total is $3,550.00

JOB DESCRIPTION: Flooring: Engineered, floating wood laminate flooring.

1. Install cushioned vapor barrier.
2. Install engineered laminate flooring throughout house, excluding bathrooms.
3. Install transition strips at doorways and openings
4. Baseboard to be installed by Casey: Baseboard will be installed along perimeter to cover expansion joint after flooring installation. No quarter round needed.
5. Note: Casey will locate and purchase the flooring and underlayment.
6. Note: Materials will range from $1,200 to $2,800 depending on quality and style of flooring.

Total is $2,400.00

JOB DESCRIPTION: Stucco wall Renovation

29. Heavy pressure clean of walls to remove scale, flaky or chalky paint. Includes chemical mildewcide and cleaning agent to assist in a lasting bond of new stucco coating.
30. Scrape and wire brush recessed areas, grooves and loose stucco areas as needed to acquire a firm bonding surface.
31. Detach and reset coaxial and wires as needed to facilitate stucco coating.
32. Apply bonding agent to existing wall.
33. Skim-coat textured walls to smooth finish with standard cement/sand stucco mix with additional cement added for a stronger, thinner coating.
34. Cost assumes Casey will remove vegetation that would interfere with the stucco proces before commencement.
35. Includes labor and materials.
36. Includes proper protection of landscaping and property.
37. A section of grass will be needed for placement of sand and materials. This area will need to grow back or be sodded by others after the work is complete.
38. Approx. 1300 s.f. of wall included in this repair including the window and doors. The wraps of these openings will be textured.
39. Dry times, cure times and recoat times must be followed during this multi-step process to ensure maximum effectiveness and quality of the final product. Primer for exterior painting is included in the Painting line items and cannot be applied until the stucco is sufficiently cured.

HANDYMAN HERO GC 1510318
Serving South Florida, Central Florida, and the Treasure Coast 1-855-550-HERO (4376)

Total is $5,400.00

JOB DESCRIPTION: Exterior Painting

1. Light pressure clean house to remove dirt buildup. Including walls, soffits, fascia and gutters. Includes trenching the lower wall perimeter to facilitate stucco and painting below ground level for added protection.
2. Apply one coat of high penetrating, sealing/bonding primer to house walls on new stucco finish.
3. Caulk all joints, seams and cracks on house with top quality, lifetime caulking.
4. Apply two coats of premium quality SW Superpaint 25 year, satin, latex paint to all stucco walls. Any choice of medium to light color.
5. Apply two coats of premium quality, semi-gloss, white, latex paint to all trim and fascia.
6. Includes proper prep work priming and painting of exterior doors.
7. Includes top quality workmanship and premium grade materials.

Total is $2,150.00

Grand total is $50,305.00

1

The proposed estimate includes all labor for the items listed, as well as material costs where specified. Items not specified are not included in the price. Any permits are the responsibility of the owner, unless otherwise stated above. Changes and alterations once the job commences can happen due to physical limitations or the owner's preference for a design change. These changes will be addressed at that time and a Change/Additional Work Order will detail the change, addition or subtraction of these items. All work will be performed in a timely and considerate manner with quality workmanship. A deposit of approximately 1/3 of the total cost will be required for the job to commence.

Client signature: begin job:_____ date: _____ job complete: _____ Date: _____

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 17-60907-CIV-Moreno

FEDERAL TRADE COMMISSION, and

STATE OF FLORIDA,

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al*.,

Defendants and Relief Defendants.

proposed DEFAULT FINAL JUDGEMENT AND ORDER FOR PERMANENT INJUNCTIVE RELIEF AND MONETARY JUDGMENT AGAINST THE CORPORATE DEFENDANTS

THIS MATTER is before the Court on Plaintiffs, the Federal Trade Commission ("Commission") and the Office of the Attorney General, State of Florida, Department of Legal Affairs ("State of Florida" and collectively "Plaintiffs") Motion for Default Final Judgment and Order for Permanent Injunctive Relief and Monetary Judgment against: (1) 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; (2) 321Loans, Inc., f/k/a 321 Loans, Inc., also d/b/a 321Financial, Inc.; (3) Instahelp America, Inc., f/k/a Helping America Team, Inc., also d/b/a Helping America Group; (4) Helping America Group, LLC, f/k/a Helping America Group, Inc.; (5) Breeze Financial Solutions, Inc., also d/b/a Credit Health Plan and Credit Maximizing Program; (6) US Legal

Club, LLC; (7) Active Debt Solutions, LLC, f/k/a Active Debt Solutions, Inc., also d/b/a Guardian Legal Center; (8) Guardian LG, LLC, also d/b/a Guardian Legal Group; (9) American Credit Security, LLC, f/k/a American Credit Shield, LLC; (10) Paralegal Support Group LLC, f/k/a Paralegal Staff Support LLC; (11) Associated Administrative Services, LLC, also d/b/a Jobfax; (12) Discount Marketing USA S.A.; (13) Viking Management Services LLC; (14) Cockburn & Associate LLC; (15) Omni Management Partners LLC; (16) HP Media, Inc.; and (17) White Light Media LLC ("Corporate Defendants") (Doc. ___). This Court has carefully reviewed Plaintiffs' motion, the entire Court file in this matter, and being otherwise fully advised in the premises, hereby **GRANTS** Plaintiffs' motion. **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** as follows:

FINDINGS

1. Plaintiffs' complaint, filed pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), the Telemarketing and Consumer Fraud and Abuse Prevention Act ("Telemarketing Act"), 15 U.S.C. §§ 6101-6108, the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, and the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes (2016), Fla. Stat. § 501.201 et seq., seeks permanent injunctive and equitable monetary relief against Defendants in connection with the marketing, offering for sale, and sale of phony debt relief services, including fake loans. Plaintiffs' complaint states claims upon which relief may be granted.

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a) and 1345, and 15 U.S.C. §§ 45(a), 53(b), and 6102(c).

3. This Court has supplemental jurisdiction over the State of Florida's claims pursuant to 28 U.S.C. § 1367.

4. Venue is proper in this district under 28 U.S.C. § 1391(b)(1), (b)(2), (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).

5. The activities of Defendants are "in or affecting commerce" as "commerce' is defined in Section 4 of the FTC Act, 15 U.S.C. § 44 and as "trade or commerce" is defined in Section 501.203(8), Florida Statutes.

6. Corporate Defendants were properly served with process in this matter pursuant to Federal Rule of Civil Procedure 5. (Doc. 32-45, 142-146, and 150). Corporate Defendants thereafter failed to file a responsive pleading as required by Federal Rule of Civil Procedure 12(a). The Clerk entered defaults by Orders entered July 31, 2017 and November 15, 2017. (Doc. 99, 162, and 163). Plaintiffs are entitled to a default judgment pursuant to Federal Rule of Civil Procedure 55(b) as to the Corporate Defendants.

7. The factual allegations in the Plaintiffs' complaint are taken as true against the Corporate Defendants. These allegations and the evidence supporting them establish that Corporate Defendants violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the TSR, 16 C.F.R. Part 310; and the FDUTPA, Section 501.204(1), in connection with the marketing, offering for sale, and sale of phony debt relief services, including fake loans.

8. In addition, the Corporate Defendants have operated as a common enterprise while engaging in the deceptive acts and practices in violation of Section 5(a) of the FTC Act, the TSR and the FDUTPA. Corporate Defendants conducted their business practices through an interrelated network of companies that had common officers, managers, business functions, employees, or office locations, and that commingled funds.

9. The Court now finds that Corporate Defendants, operating as a common enterprise, have violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) and Section 501.204(1) of the FDUTPA by misrepresenting directly or indirectly, expressly or by implication, that:

a. Defendants will provide consumers a low interest rate loan to pay off consumers' unsecured debts;

b. Defendants will 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;

c. Defendants will otherwise eliminate consumers' unsecured debts;

d. Defendants' debt relief program or service is offered or provided by a non-profit entity; and

e. Defendants' debt relief program or service will improve consumers' creditworthiness.

10. The Court further finds that Corporate Defendants, operating as a common enterprise, have violated Section 310.3(a)(2)(x) of the TSR, 16 C.F.R. § 310.3(a)(2)(x) by misrepresenting, directly or indirectly, expressly or by implication, material aspects of debt relief services, including but not limited to:

a. That Defendants will pay off or otherwise eliminate consumers' unsecured debts;

b. That Defendants will 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;

c. The effect of Defendants' service on a consumer's creditworthiness; and

d. That Defendants' debt relief service is offered or provided by a non-profit entity.

11. The Court further finds that Corporate Defendants, operating as a common enterprise, have violated Section 310.4(a)(5)(i) of the TSR, 16 C.F.R. § 310.(4)(a)(5)(i) by requesting or receiving payment of a fee or consideration for debt relief services before:

a. Defendants have renegotiated, settled, reduced, or otherwise altered the terms of at least one debt pursuant to a settlement agreement, debt management plan, or other such valid contractual agreement executed by the customer; and

b. The customer has made at least one payment pursuant to that settlement agreement, debt management plan, or other valid contractual agreement between the customer and the creditor.

12. The Court further finds that Corporate Defendants gave the Relief Defendants assets traceable to the deceptive acts and practices alleged in the Complaint, and that, as to the Corporate Defendants, the Relief Defendants have no legitimate claim to those assets.

13. Corporate Defendants are likely to continue to engage in the acts and practices alleged in the complaint unless they are permanently restrained and enjoined from such acts and practices.

14. Because Corporate Defendants operated as a common enterprise, each of them is jointly and severally liable for the acts and practices alleged in the complaint.

15. It is proper in this case to enter an equitable monetary judgment against the Corporate Defendants in the amount of $85,663,556.61, jointly and severally.

16. This action and the relief awarded herein are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

17. Entry of this Order is in the public interest.

DEFINITIONS

For purposes of this Order, the following definitions shall apply:

1. "**Complaint**" means the complaint filed on May 8, 2017 [D.E. 1], and as amended on September 29, 2019 [D.E. 127], to add additional defendants and relief defendants.

2. "**Credit repair product or service"** means any product, service, plan, or program represented, expressly or by implication, to improve a consumer's credit record, credit history, or credit rating; or to provide advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer's credit record, credit history, or credit rating.

3. "**Debt relief product or service"** means any product, service, plan, or program represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of a debt or obligation between a person and one or more creditors or debt collectors, including a reduction in the balance, interest rate, or fees owed by a person to a creditor or debt collector.

4. "**Corporate Defendants**" means (1) 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; (2) 321Loans, Inc., f/k/a 321 Loans, Inc., also d/b/a 321Financial, Inc.; (3) Instahelp America, Inc., f/k/a Helping America Team, Inc., also d/b/a Helping America Group; (4) Helping America Group, LLC, f/k/a Helping America Group, Inc.; (5) Breeze Financial Solutions, Inc., also d/b/a Credit Health Plan and Credit Maximizing Program; (6) US Legal Club, LLC; (7) Active Debt Solutions, LLC, f/k/a

Active Debt Solutions, Inc., also d/b/a Guardian Legal Center; (8) Guardian LG, LLC, also d/b/a Guardian Legal Group; (9) American Credit Security, LLC, f/k/a American Credit Shield, LLC; (10) Paralegal Support Group LLC, f/k/a Paralegal Staff Support LLC; (11) Associated Administrative Services, LLC, also d/b/a Jobfax; (12) Viking Management Services LLC; (13) Cockburn & Associate LLC; (14) Omni Management Partners LLC; (15) HP Media, Inc.; (16) White Light Media LLC; and (17) Discount Marketing USA S.A. 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.

5. "**Defendants**" means all of the Individual Defendants and Corporate Defendants, individually, collectively, or in any combination, and each of them by whatever names each might be known.

6. "**Financial product or service**" means any product, service, plan, or program represented, expressly or by implication to provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit.

7. "**Individual Defendants**" means Jeremy Lee Marcus, Craig Davis Smith, and Yisbet Segrea, and by whatever other names each may be known.

8. "**Person**" means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

9. "**Relief Defendants**" means JLMJP Pompano, LLC; 1609 Belmont Place LLC; 16 S H Street Lake Worth, LLC; 17866 Lake Azure Way Boca, LLC; 114 Southwest 2nd Street DBF, LLC; 110 Glouchester St., LLC; 72 SE 6th Ave., LLC; Fast Pace 69 LLC; Strategic Acquisitions Two, LLC; Halfpay International, LLC, also d/b/a 16 H.S. Street 12Plex LLC, 311 SE 3rd St.,

LLC, 412 Bayfront Drive, LLC, 110 Glouchester St., LLC, 72 SE 6th Ave., LLC, 114 SW 2nd Street JM, LLC, 8209 Desmond Drive, LLC, and HLFP, LLC; Halfpay NV LLC, also d/b/a Halfpay International LLC; Nantucket Cove of Illinois, LLC; Jack Marcus; Teresa Duda; and James Marcus, as well as any successors, assigns, subsidiaries, fictitious business entities, or business names created or used by these entities, or any of them.

10. "**Telemarketer**" means any Person who, in connection with Telemarketing, initiates or receives telephone calls to or from a customer or donor.

11. "**Telemarketing"** means any plan, program, or campaign that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

I. BAN ON CREDIT REPAIR PRODUCTS OR SERVICES

IT IS ORDERED that Corporate Defendants are permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promotion, offering for sale, or selling of any credit repair product or service.

II. BAN ON DEBT RELIEF PRODUCTS OR SERVICES

IT IS FURTHER ORDERED that Corporate Defendants are permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promotion, offering for sale, or selling of any debt relief product or service.

III. BAN ON FINANCIAL PRODUCTS OR SERVICES

IT IS FURTHER ORDERED that Corporate Defendants are permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting

others in the advertising, marketing, promotion, offering for sale, or selling of any financial product or service.

IV. BAN ON TELEMARKETING

IT IS FURTHER ORDERED that Corporate Defendants are permanently restrained and enjoined from engaging in telemarketing or assisting others engaged in telemarketing.

V. PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO ANY PRODUCT, SERVICE, PLAN OR PROGRAM

IT IS FURTHER ORDERED that Corporate Defendants, Corporate Defendants' officers, agents, employees and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product, service, plan or program, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

A. That Corporate Defendants are part of or affiliated with a non-profit entity or that it operates as such;

B. That any person is affiliated with, endorsed or approved by, or otherwise connected to any other person; government entity; public; non-profit; or other non-commercial program; or any other program;

C. That a consumer will receive legal representation;

D. The person who will provide any product, service, plan, or program to any consumer;

E. That any person providing a testimonial has purchased, received, or used the product, service, plan, or program;

F. That the experience represented in a testimonial of the product, service, plan, or program represents the person's actual experience resulting from the use of the product, service, plan, or program under the circumstances depicted in the advertisement; or

G. Any other fact material to consumers concerning any product, service, plan or program, such as: the total cost; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature or central characteristic.

VI. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS

IT IS FURTHER ORDERED THAT Corporate Defendants, Corporate Defendants' officers, agents, employees and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product, or service, are permanently restrained and enjoined from making any representation or assisting others in making any representation, expressly or by implication, about the benefits, performance, or efficacy of any product or service, unless the representation is non-misleading, and, at the time such representation is made, Corporate Defendants possess and rely upon competent and reliable evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant fields, when considered in light of the entire body of relevant and reliable evidence, to substantiate that the representation is true.

VII. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment is entered in favor of Plaintiffs and against Corporate Defendants, jointly and severally, as equitable monetary relief, in the amount of eighty-five million, six hundred sixty-three thousand, five hundred fifty-six dollars, and sixty-one cents ($85,663,556.61), with post-judgment interest at the legal rate.

B. The monetary judgment set forth in this Section VII shall be reduced by any amounts paid to the Plaintiffs pursuant to judgments in this action relating to other Defendants or Relief Defendants.

C. In partial satisfaction of the judgment against Corporate Defendants, any financial or brokerage institution, escrow agent, title company, commodity trading company, law firm, business entity, or person, whether located within the United States or outside the United States, that holds, controls, or maintains accounts or assets of, on behalf of, or for the benefit of, Corporate Defendants, shall turn over such account or asset to the FTC or its designated agent within ten (10) business days of receiving notice of this Order by any means, including but not limited to facsimile or email.

D. Corporate Defendants shall cooperate fully with the Plaintiffs and the receiver in this case, Jonathan E. Perlman, ("Receiver") and shall take such steps as any of them may require to transfer possession of the assets listed in this Subsection and to assist in the final liquidation of the assets, including executing any documents, procuring the signatures of any person or entity under their control, providing access to the assets, providing any necessary information, and turning over the assets.

E. Corporate Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and assets previously turned over to the Receiver, and may not seek the return of any assets.

F. All money paid to the Plaintiffs pursuant to this Order ("joint monies") shall be deposited into a fund administered by the Commission or its designee on behalf of both the Commission and the State of Florida. This fund shall be used for equitable relief, including but not limited to redress to consumers, and any attendant expenses for the administration of any such equitable relief. In the event that the Commission determines that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, Plaintiffs may, in their discretion, apply any remaining money for such other equitable relief (including consumer information remedies) as they determine to be reasonably related to Defendants' practices alleged in the Complaint.

G. All joint funds not used for the equitable relief described in Paragraph F of this Section shall be divided equally between the Commission and the State of Florida, with half to be deposited to the U.S. Treasury as disgorgement, and half to be deposited to the State of Florida Department of Legal Affairs' Trust Fund, which may be applied as costs and fees.

H. Corporate Defendants have no right to challenge any actions the Plaintiffs or their representatives may take pursuant to this Section.

I. The asset freeze imposed by the Court's Preliminary Injunction Order (D.E. 21) is modified to permit the asset transfers and payments identified in Subsections VII. C, above.

VIII. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Corporate Defendants, Corporate Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from directly or indirectly:

A. Failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Corporate Defendants must provide it, in the form prescribed by the Commission, within fourteen (14) days.

B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that any Corporate Defendant obtained prior to entry of this Order in connection with the advertising, marketing, promotion, offering for sale, or sale of any debt relief, credit repair or financial product or service; and

C. Failing to destroy such customer information in all forms in their possession, custody, or control within thirty (30) days after receipt of written direction to do so from a representative of the Commission.

Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

IX. CONTINUATION OF RECEIVERSHIP

A. The Receiver shall continue to possess all rights and obligations set forth in the Preliminary Injunction Order [DE 21], the Order Granting Receiver Jonathan E. Perlman's Agreed Verified Motion to Expand Receivership [DE 102], and the Stipulated Order for Permanent Injunction and Monetary Judgment Against Jeremy Lee Marcus [DE 231], with regard to the Corporate Defendants. To the extent not otherwise provided therein, the Receiver shall have the following powers exercised in the Receiver's discretion without further order of the Court:

1. To enter upon, gain access to and take possession of the Corporate Defendants' business premises and all of the Corporate Defendants' assets; to use, operate, manage, control or lease either directly or through agents under contract with or employed by the Receiver; to receive all income and profits from the use, operation, sale, lease or other disposition of the Corporate Defendants' Assets; to care for, preserve, protect, secure and maintain the Corporate Defendants' Assets and incur the reasonable expenses necessary for such care, preservation and maintenance; and to do all things and to incur the obligations ordinarily incurred by owners, managers and operators of similar businesses and properties, as such Receiver, and no obligations so incurred shall be at the personal risk or constitute a personal obligation of the Receiver, but shall be solely an obligation of the Receivership Estate.

2. To sell or otherwise dispose of the assets of the Corporate Defendants without further approval from the Court.

3. To pay, to the extent that funds are available, the current monthly direct expenses of the Corporate Defendants, including, without limitation (i) heat, light, water, other

utilities, repairs, supplies, rent, wages and salaries, and (ii) ordinary and necessary repairs and maintenance to any of the Relief Defendants' Assets.

4. To take possession of and receive from any and all banks and/or savings and loan associations any monies and funds on deposit in said banks and/or savings and loan associations in the name of a Corporate Defendant(s).

5. To take possession of all the books and records pertaining to the Corporate Defendants, wherever located, as the Receiver deems necessary for the proper administration, management and/or control of the Receivership Estate, and to receive, open, read, and respond to all mail addressed to Corporate Defendants.

6. To negotiate and enter into contracts incident to the operation of the Corporate Defendants' business and execute and prepare all other documents and to perform all acts, either in the name of the Corporate Defendant(s) or in the Receiver's own name, which are necessary or incidental to preserving, protecting, managing and/or controlling the Corporate Defendants' assets.

7. To employ agents, attorneys, servants, employees, guards, clerks, and accountants, to administer the Corporate Defendants' assets and to collect the existing and future income.

8. To investigate the manner in which the affairs of the Corporate Defendants were conducted and institute such actions and legal proceedings, for the benefit and on behalf of the Corporate Defendants, creditors and consumers as the Receiver deems necessary against third parties, including but not limited to, claims seeking imposition of constructive trusts, disgorgement of profits, recovery and/or avoidance of fraudulent transfers (including under Florida Statute § 726.101, et seq.), claims in contract, law, tort and equity.

9. Corporate Defendants shall fully cooperate with the Receiver and shall take such other steps as the Receiver may require, including but not limited to, signing any documents necessary for the sale of assets, to transfer any accounts, mail or notices related to the assets or operations of the Corporate Defendants.

10. The Receiver shall hold any monies derived from the use, sale, or lease of Corporate Defendants' assets or property until further order of this Court or as otherwise provided in Section VII. C, above. The Receiver, however, may use proceeds from assets held by Corporate Defendants to pay for necessary expenses associated with their maintenance, preservation, or sale and professional fees incurred by the Receiver.

X. ORDER ACKNOWLEDGEMENTS

IT IS FURTHER ORDERED that Corporate Defendants obtain acknowledgments of receipt of this Order:

A. Corporate Defendants, within seven (7) days of entry of this Order, must submit to Plaintiffs an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For twenty (20) years after entry of this Order, each Corporate Defendant, for any business that it, or collectively with any other Defendant, is the majority owner or controls directly or indirectly, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which a Corporate Defendant delivers a copy of this Order, the Corporate Defendant must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

XI. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that the Corporate Defendants make timely submissions to the Commission:

A. Six months after entry of this Order, each Corporate Defendant must submit a compliance report, sworn under penalty of perjury:

1. Each Corporate Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Plaintiffs may use to communicate with the Corporate Defendant; (b) identify all of that Corporate Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which the Corporate Defendant must describe if it knows or should know due to its own involvement); (d) describe in detail whether and how that Corporate Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgement obtained pursuant to this Order, unless previously submitted to the Plaintiffs.

2. Additionally, each Corporate Defendant must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which such Corporate Defendant performs services whether as an employee or otherwise and any entity in which such Corporate Defendant has any ownership interest; and (c) describe in detail such Corporate Defendant's

involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For twenty (20) years after entry of this Order, each Corporate Defendant must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. Each Corporate Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defendant or any entity that the Corporate Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, each Corporate Defendant must report any change in: (a) name, including alias or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which such Corporate Defendant performs services whether as an employee or otherwise and any entity in which such Corporate Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Each Corporate Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Corporate Defendant within fourteen (14) days of its filing.

D. Any submission to the Plaintiffs required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the United States of America that the

foregoing is true and correct. Executed on: _____" and supplying the date, signatory's full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission's representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *FTC v. Jeremy Lee Marcus, et al.*, X170037.

F. Unless otherwise directed by the State of Florida's representatives, all submissions to the State of Florida Office of the Attorney General must be sent to Ryann Flack, Assistant Attorney General, Consumer Protection Division, Office of the Attorney General State of Florida, SunTrust International Center, 1 SE 3rd Avenue, Suite 900, Miami, Florida 33131.

XII. RECORDKEEPING

IT IS FURTHER ORDERED that each Corporate Defendants must create certain records for twenty (20) years after entry of the Order, and retain each such record for five (5) years. Specifically, Corporate Defendants, for any business in which such Corporate Defendant individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, must create and retain the following records:

A. Accounting records showing the revenues from all goods or services sold;

B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;

C. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Plaintiffs; and

E. A copy of each unique advertisement or other marketing material.

XIII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Corporate Defendants' compliance with this Order, and any failure to transfer any assets as required by this Order:

A. Within fourteen (14) days of receipt of a written request from a representative of a Plaintiff, each Corporate Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Plaintiffs are also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Plaintiffs are authorized to communicate directly with each Corporate Defendant. Corporate Defendants must permit representatives of the Plaintiffs to interview any employee or other person affiliated with any Corporate Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Plaintiffs may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Corporate Defendants or any individual or entity affiliated with Corporate Defendants, without the necessity of

identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

D. Upon written request from a representative of a Plaintiff, any consumer reporting agency must furnish consumer reports concerning a Corporate Defendant, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

XIV. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED THAT this Court shall retain jurisdiction of this matter for all purposes.

SO ORDERED, this _____ day of _____, 2018, at _____.m.

_____
THE HONORABLE FEDERICO A. MORENO
United States District Court Judge
Southern District of Florida