

STATE OF FLORIDA  
DEPARTMENT OF LEGAL AFFAIRS  
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:

Tampa Investment Services, Incorporated,  
a Florida corporation, f/k/a Cyber Cash,  
and formerly d/b/a Urgent Office;  
and  
Trina L. Thomas, an individual;

Case No. L06-3-1154

Respondents  
\_\_\_\_\_ /

**ASSURANCE OF VOLUNTARY COMPLIANCE**

**PURSUANT TO** the provisions of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, the State of Florida, Department of Legal Affairs, Office of the Attorney General (hereinafter referred to as “Department”) in cooperation with the Office of the State Attorney, Hillsborough County, 13<sup>th</sup> Judicial Circuit (“SAO”) (hereinafter Department and SAO referred to collectively as the “State”), caused an investigation to be made into certain business practices of Tampa Investment Services, Incorporated, f/k/a Cyber Cash, formerly d/b/a Urgent Office, a foreign profit corporation doing business at multiple locations within the State of Florida, and registered in Florida and (hereinafter referred to as “Respondent Business”) and Trina L. Thomas, an individual and sole shareholder of Respondent Business (hereinafter individual Respondent and Respondent Business shall be collectively referred to as “Respondents”).

Respondents are prepared to enter into this Assurance of Voluntary Compliance (hereinafter referred to as “AVC”) without an admission that Respondents violated the

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law and for the purpose of resolution of this matter with the State, and the State, by and through its undersigned Representatives, being agreeable, does in this matter accept this AVC in termination of this investigation, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the State by said statute.

## **I. STATE'S POSITION**

1.1 During the period July 1996 through February 2007 Respondents owned and operated Tampa Investment Services, Incorporated, f/k/a Cyber Cash and formerly d/b/a Urgent Office, an unlicensed consumer loan business, at multiple locations within the State of Florida.

1.2 During the period of July 1996 through November 6, 2006, Respondents made consumer loans to Florida residents from business locations within the State of Florida.

1.3 The interest rates associated with some consumer loans made by Respondents to Florida residents during the period cited above may have exceeded lawful interest rates.

1.4 In those cases in which interest rates associated with consumer loans made by Respondents to Florida residents may have exceeded the lawful rate permitted under Florida Statutes, collection efforts on behalf of Respondents may be considered attempts to collect unlawful debts.

1.5 Respondent Business operated within the State of Florida as a consumer loan business without a license from the Office of Financial Regulation, as is required by Florida Statute.

1.6 The State investigated the foregoing alleged violations of Chapter 501,

Part II, Florida Statutes, Chapter 687, Florida Statutes, and Chapter 895, Florida Statutes. Respondents and the State desire to resolve the issues raised during the course of this investigation.

1.7 The State shall not be estopped from taking further action in this matter should this AVC not be complied with, in full, upon execution by all parties to this AVC.

## **II. RESPONDENTS' POSITION**

2.1 During the period November 2001 through February 2007, Respondents owned and operated Tampa Investment Services ("TIS"). TIS was engaged in the business of providing temporary office facilities and services at their various locations throughout Hillsborough County, Florida.

2.2 As a promotional incentive to obtain customers for its temporary office facilities and services, TIS offered cash rebates with the signing of the lease. A customer who signed a lease would receive, instantly, a cash rebate, which could be applied towards the rent of the leased office space or any other purpose the customer desired. The lease provided for a one-year term with penalties for early termination, including return of the entire rebate amount.

2.3 TIS did not provide any customers with consumer loans, or loans of any type, nor did TIS calculate or charge its customers with interest on any of their business transactions. The contracts signed by customers were leases for tangible personal property, in which applicable sales taxes were charged.

2.4 Therefore, Respondents maintain that at no time did Respondents violate Chapter 501, Part II, Florida Statutes, Chapter 687, Florida Statutes, Chapter 895, Florida Statutes, or any other Florida statute.

### **III. PRACTICES ENJOINED AND PROHIBITED**

3.1 Respondents, whether acting directly or indirectly through agents, employees, representatives, successors, assigns, or any other person who acts under, by, through, or on behalf of Respondents, shall not engage in any unconscionable, unfair or deceptive practice relating to Respondents' business practices as prohibited by Florida Statutes, including, but not limited to, the following practices:

- A. Conducting consumer loan or related business operations, regardless of the manner in which the loans may be structured, including, but not limited to, consumer service or leasing contracts, payday loans, and the like, from within Florida.
- B. Offering consumer loans or related services, regardless of the manner in which the loan may be structured, including, but not limited to, consumer service or leasing contracts, payday loans, or the like, to consumers residing in Florida.
- C. Selling or otherwise transferring any contract or other financial obligation of any Florida resident associated with Respondent Business to any third party for collection purposes.
- D. Selling or otherwise transferring any client list of Respondent Business, or other client information, including personal identifying information, to any third party for solicitation purposes.
- E. Pursuing any collection activity whatsoever, to include, but not limited to, Automated Clearing House (ACH) banking account debits, against any

Florida resident for any fee or contractual obligation(s) owed to Respondent Business.

#### **IV. COMPLIANCE**

4.1 Respondents, whether acting directly or indirectly through agents, employees, representatives, successors, assigns, or any other person who acts under, by, through, or on behalf of Respondents, or through any corporate or other device, shall comply with and have actual knowledge of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, and Chapters 687 and 895, Florida Statutes.

4.2 Respondents shall make the terms and conditions of this AVC known to all employees, representatives, agents, successors, assigns, or any other person who acts under, by, through, or on behalf of the Respondent Business. To that end, the relevant officers of the Respondent Business shall provide individual written and notarized acknowledgments of the terms and conditions of this AVC and their agreement to abide by such terms. Such acknowledgments shall be provided to the State at the time this AVC is executed.

4.3 Respondents shall not effect any change in any form of doing business or organizational identity as a method of avoiding the terms and conditions of this AVC.

4.4 Respondents shall cease operating Urgent Office f/k/a Cyber Cash as of the Effective Date of this AVC.

#### **V. REFUNDS**

5.1 If Respondents or their agents received any money in payment for new business accepted from a Florida resident or from a location in Florida after November

6, 2006, Respondents shall refund in full, less the rebate amount or principal paid, to the customer any moneys paid, resulting from the new business, either directly or through an agent to Respondents (for purposes of this section "new business" is defined as contracts entered into by Respondent Business and Florida residents on or after November 6, 2006, resulting in a new cash rebate). Upon making a refund pursuant to this provision, Respondents shall notify the Department, at the Tampa address indicated herein, of any amounts refunded and shall identify the recipient of the refund by name, address, telephone number, and amount refunded. This section does not apply to any money collected by Respondents or their agents in connection with any contract or business endeavor entered into prior to November 6, 2006, regardless of when the money was collected.

## **VI. STIPULATED PAYMENT**

6.1 Respondents shall pay ONE HUNDRED THOUSAND DOLLARS (\$100,000) to the Department of Legal Affairs Revolving Escrow Trust Fund to be distributed by the Department at its discretion to eligible victims of Urgent Office whose loss is sufficiently documented. Payment shall be made by certified funds payable to the Department of Legal Affairs Revolving Escrow Trust Fund. After a period of one year from the effective date, any money remaining in the Escrow Fund shall be deposited in the Department of Legal Affairs Revolving Trust Fund to cover the Department's costs of administering the fund and for use in continuing enforcement efforts.

6.2 Respondents shall pay THIRTY-TWO THOUSAND, FOUR HUNDRED EIGHTY-TWO DOLLARS AND THIRTY-TWO CENTS (\$32,482.32) as costs and fees

to the Office of Financial Regulation. Payment shall be made by certified funds payable to The Office of Financial Regulation at the time this AVC is executed.

6.3 Respondents will pay NINE THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND FIFTY-EIGHT CENTS (\$9,808.58) as costs and fees to the Florida Department of Law Enforcement. Payment shall be made by certified funds payable to The Florida Department of Law Enforcement at the time this AVC is executed.

6.4 Respondents shall pay THREE THOUSAND DOLLARS (\$3,000.00) as costs and fees to the Department of Legal Affairs Revolving Trust Fund. Payment shall be made by certified funds payable to The Department of Legal Affairs Revolving Trust Fund at the time this AVC is executed. This payment amount shall be deposited in the Department of Legal Affairs' Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes.

6.5 Payment of all costs and fees shall be by certified funds made payable as described above and will be delivered along with this executed AVC to: Office of The Attorney General, ATTN: Victoria A. Butler, Bureau Chief, Tampa Economic Crimes Division, 3507 East Frontage Road, Suite 325, Tampa, FL 33607

## **VII. FUTURE VIOLATIONS**

7.1 Any subsequent failure to comply with the terms and conditions of this AVC is by statute prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject Respondents to any and all civil penalties and sanctions authorized by law, including attorneys' fees and costs.

## **VIII. ACCEPTANCE**

8.1 This AVC shall be effective upon its acceptance by the Deputy Attorney

General, who may refuse to accept it at his discretion. The receipt of or deposit by the Department of any monies pursuant to this AVC does not constitute acceptance by said Department, and monies received will be returned if this AVC is not accepted.

**IX. EFFECTIVE DATE**

9.1 This AVC shall be effective as to all parties as of the date the last party executes this AVC.

**IN WITNESS WHEREOF**, Respondents have caused this AVC to be executed by an authorized representative, and Respondents individually have executed this AVC, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

**BY MY SIGNATURE** I hereby affirm that I am acting in my individual capacity and within my authority as a corporate officer of Respondent Business, and that by my signature I am bound and I am binding Respondent Business to the terms and conditions of this AVC.

**TAMPA INVESTMENT SERVICES, INCORPORATED  
f/k/a Cyber Cash and d/b/a Urgent Office**

\_\_\_\_\_  
**TRINA L. THOMAS, President**

\_\_\_\_\_  
**TRINA L. THOMAS, an individual**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized to take acknowledgments in the State of \_\_\_\_\_, personally appeared Trina L. Thomas, who acknowledged before me that she executed the foregoing instrument for the purposes therein stated, on this \_\_\_\_ day of \_\_\_\_\_, 2007.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_

Notary Public  
State of \_\_\_\_\_

Type of identification produced:

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VICTORIA A. BUTLER  
Bureau Chief, Tampa Economic Crimes  
OFFICE OF THE ATTORNEY GENERAL  
3507 East Frontage Road, Suite 325  
Tampa, FL 33607  
(813) 287-7950

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A. WAYNE CHALU  
Assistant State Attorney  
OFFICE OF THE STATE ATTORNEY  
13<sup>th</sup> JUDICIAL CIRCUIT  
700 East Twiggs Street, 6<sup>th</sup> Floor  
Tampa, FL 33602  
(813) 272-5400

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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Deputy Attorney General  
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