

IN THE CIRCUIT COURT, NINTH JUDICIAL
CIRCUIT, IN AND FOR ST. ORANGE COUNTY,
FLORIDA

CASE NUMBER: 2015-CA-011413-0
DIVISION: 32

OFFICE OF THE ATTORNEY GENERAL,
State of Florida, Department of Legal Affairs,

Plaintiff,

v.

MAP DESTINATIONS, LLC, a
Florida Limited Liability Company, et al.,

Defendants.

**CONSENT ORDER AND DISMISSAL WITH PREJUDICE AGAINST MAP
DESTINATIONS, LLC 1ST CHOICE SALES AND MARKETING, INC., CHARLES B.
MCINTYRE, III, MARCIPE, INC., KEVIN V. LEHMAN, AND PEGGY BRONAUGH-
LEHMAN**

It is hereby ordered, adjudged and decreed, pursuant to and in accordance with the stipulated Settlement Agreement (“Settlement Agreement”) entered into by and between the Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (hereinafter referred to as “Attorney General”) and Defendants Map Destinations, LLC (“Map”), 1st Choice Sales and Marketing, Inc. (“1st Choice”), Charles B. McIntyre, III, (“McIntyre”), Marcipe, Inc. (“Marcipe”), Kevin V. Lehman (“K. Lehman”), and Peggy Bronaugh-Lehman (“P. Lehman”, (hereinafter the three corporate Defendants and three individual Defendants are collectively referred to as “Defendants”) (the Attorney General and Defendants are hereinafter referred to collectively as “Parties”) as follows:

Findings

1. This Court has jurisdiction over this matter. Venue in the Ninth Judicial Circuit is proper.
2. The Amended Complaint states a claim upon which relief may be granted against Defendants under section 501.204, Florida Statutes.

3. Defendants have not admitted any of the allegations set forth in the Amended Complaint, and entry of this Order is not an admission of any such allegations of wrongdoing or violation of law. Nonetheless, Defendants stipulate and agree to entry of this Order as they wish to settle and resolve this dispute, and the Parties have entered into a separate written settlement agreement (“Settlement Agreement”).
4. All Parties agree to comply with the terms of the Settlement Agreement.
5. All Parties waive the right to appeal or otherwise contest the validity of this Order.
6. All Parties agree to bear their own costs and attorneys’ fees.

Definitions

For purposes of this Order, the following definitions apply:

7. The terms “and” and “or” shall be construed conjunctively or disjunctively as necessary, to make the applicable sentence or phrase inclusive rather than exclusive.
8. The term “including” in this Order shall mean “including without limitation.”
9. “Bilateral Settlement Agreement” shall mean the written settlement agreement among Defendants Map, Marcipe, 1st Choice, McIntyre, K. Lehman and P. Lehman dated November 14, 2016;
10. “Entity” or “Person” means any 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.
11. “EVO Payments International” means EVO Payments International, LLC, a limited liability corporation located at 515 Broadhollow Road, Melville, NY 11747.
12. “Receiver” means Peter B. King appointed as Receiver over Map Destinations, LLC by the Order on Plaintiff’s Ex Parte Motion for Temporary Injunction with Asset Freeze without Notice, the Appointment of a Receiver and a Monitor, and Other Equitable Relief, entered on or about January 4, 2016.
13. “Receivership Entity” means Map Destinations, LLC and Marcipe, Inc.
14. The “Effective Date” shall mean the date following the execution of this Settlement Agreement by all Parties.

15. "Frozen Assets" means the assets frozen by the Order on Plaintiff's Ex Parte Motion for Temporary Injunction with Asset Freeze without Notice, the Appointment of a Receiver and a Monitor, and Other Equitable Relief, entered on or about January 4, 2016. The Frozen Assets consist of (1) the "Frozen Cash Assets" which means any monetary or financial assets, including those Frozen Cash Assets outlined in Exhibit A and Exhibit B; (2) "Non-Cash Frozen Assets" which means any type of asset that is not a financial, cash or monetary asset, such as all computer systems, paper records, electronics, and furniture held by the Receiver.

Receiver, Frozen Assets, and Destruction of Records

Upon the Effective Date, the following shall occur:

16. The Receiver, and the third parties identified below are ordered to turn over to the Attorney General or its designated agent the following Frozen Assets:
 - 16.1. The Receiver shall transfer to the Attorney General the balance of the Frozen Cash Assets held by the receivership, which are all of the Frozen Cash Assets outlined in **Exhibit A**, minus any receivership administrative fees and expenses, and those outlined in **Exhibit C**. All past and present fees and expenses incurred in this receivership proceeding, including the Receiver's fees and expenses and those of the professionals he retained – Wiand Guerra King P.A., PDR Certified Public Accountants, and the RWJ Group – are hereby approved. The Receiver is authorized to release and pay to himself and his professionals the 20% fee holdback and reserve he was required to maintain pursuant to the order appointing him. The Receiver also shall send to the Attorney General a final statement for the Receivership accounts ending in x3906 (Money Market) and x3898 (Checking).
 - 16.2. The Court authorizes the Receiver to reserve from the Frozen Cash Assets the amount of \$15,000 (the "Reserve") and to make payments from the Reserve to the Receiver and Legal and Tax Professionals, and any other necessary professionals or vendors in connection with those actions taken after the payment of the administrative fees and expenses that are addressed above, to wind-down and close the receivership. Any surplus Reserve remaining after the payment of outstanding

fees and expenses shall be turned over to the Attorney General. The Receiver is hereby authorized to make a final distribution to the Attorney General of all Frozen Cash Assets that remain after the payment of administrative fees and expenses and the establishment of the Reserve.

- 16.3. EVO Payments International shall, within ten (10) business days following October 31, 2016, transfer to the Attorney General or its designated agent all Frozen Cash Assets held in the name of any or all of Defendants Map Destinations, LLC, 1st Choice Sales and Marketing, Inc. and Charles B. McIntyre, III, Marcipe, Inc., Kevin V. Lehman, and Peggy Bronaugh-Lehman, including the assets in the accounts outlined in **Exhibit B**.
- 16.4. Provided that, to the extent any identified third party cannot comply with this subsection without the assistance of Defendants, such third party must, within three (3) business days following receipt of this Order, notify Defendants, the Receiver, and Counsel for the Attorney General of its inability to comply. Such notification shall specify the actions by Defendant(s) that are necessary to comply within ten (10) business days of this Order; and Defendants shall immediately complete any action necessary to facilitate the identified third parties' ability to comply with this subsection.
- 16.5. The Receiver may liquidate, sell, auction, lease, donate, or otherwise dispose of any Frozen Non-Cash Assets received. To the extent Map needs or is required to maintain any documents or records for tax purposes, it shall specifically identify such documents to the Receiver with twenty (20) days of this Order, and the Receiver shall provide access to the records for Map Destinations to make copies within fifteen (15) days of the request by Map. Before disposing of any Frozen Non-Cash Assets, the Receiver shall ensure that all personal identifiable information (PII) of any Map consumer is deleted, shredded, or otherwise removed from the Frozen Non-Cash Asset.

- 16.6. Other than as provided in Paragraph 16.5, the Defendants make no claim to any of the Frozen Assets, and they hereby release any claim they may have to such Frozen Assets.
- 16.7. Within 15 business days following the Effective Date, the Receiver shall transfer to the Attorney General the username and password of the Defendants' TrackResults Account.
17. All Frozen Cash Assets transferred to the Attorney General pursuant to paragraph 16 shall be deposited into a fund administered by the Attorney General or its agent to be used for equitable relief, including but not limited to consumer redress. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Attorney General may apply any remaining funds to attorney's fees and court costs. Defendants shall have no right to challenge the Attorney General's choice of remedies under this section. Defendants shall have no right to contest the manner of distribution chosen by the Attorney General.
18. If the Attorney General requests any electronic Frozen Non-Cash assets that require usernames and password to be accessed, such as computers or tablets, within 15 days following receipt of the Frozen Non-Cash Asset, the Defendants and any third parties who or which are in possession of the usernames and passwords to any and all computers in the possession of the Attorney General shall give to the Attorney General such usernames and passwords.

Dissolution of Receivership & Asset Freeze

It is further ordered that upon the Effective Date:

19. The Receiver, his agents, employees, members, officers, independent contractors, attorneys and representatives are: (a) discharged; (b) personally and individually released from all claims and liabilities arising out of and/or pertaining to the receivership; and (c) relieved of all duties and responsibilities pertaining to the receivership previously established in this action and the asset freeze entered by this court's Order on Plaintiff's *Ex Parte* Motion for Temporary Injunction with Asset Freeze without Notice, the Appointment of a Receiver and a Monitor, and Other Equitable Relief, entered on or

about January 4, 2016. The Receivership shall be dissolved after the following have occurred:

- 19.1. Completion of the Receiver's payment of administrative expenses; and
 - 19.2. Final distribution of the Frozen Cash Assets to the Attorney General; and
 - 19.3. Final distribution of the Frozen Non-Cash Assets consistent with paragraph 16.5 and 18; and
20. Neither the Receiver nor any agent, employee, member, officer, independent contractor, attorney or representative of the Receiver shall have any liability to any person or entity for any action taken in connection with carrying out the Receiver's administration of this receivership estate, and the exercise of any powers, duties and responsibilities in connection therewith.
21. Map Destination, LLC's 2015 tax return is due on or before January 17, 2017. Because the receivership will close before that extended deadline, the Receiver is relieved of any responsibility to make any such tax filings on behalf of Map Destination, LLC, and the responsibility to file Map Destination, LLC's tax returns shall belong to Map Destination, LLC, itself.

Acknowledgement of Receipt of Order

22. It is further ordered that Defendants Charles B. McIntyre, III and Kevin V. Lehman execute an acknowledgment of receipt of this Order. Defendants shall submit to the Attorney General an acknowledgement of receipt sworn under penalty of perjury within seven (7) days following the issuance of this Consent Order.

Notices to the Attorney General

23. It is further ordered that unless otherwise communicated by the Attorney General, all submissions, requests, communications, consents, or other documents relating to this Order shall be in writing and shall be sent as follows:
- 23.1. All communications shall be addressed to: Office of the Attorney General, State of Florida, Department of Legal Affairs, Consumer Protection Division, Attention: Jacek Stramski PL-01, The Capitol, Tallahassee, FL 32399, and to Office of the

Attorney General, State of Florida, Department of Legal Affairs, Consumer Protection Division, Attention: Johanna Nestor, 1300 Riverplace Blvd, Suite 405, Jacksonville, FL 32207.

- 23.2. All communications shall be sent by overnight courier (not the U.S. Postal Service), provided however, that Defendants may send such reports or notifications by first-class mail, but only if Defendant contemporaneously sends an electronic version of such report or notification to johanna.nestor@myfloridalegal.com, jacek.stramski@myfloridalegal.com and cpenforcement@myfloridalegal.com.

No Authorization of Conduct

24. Nothing contained herein shall be construed as relieving the Parties of the obligation to comply with all state and federal laws, regulations, or rules.
25. Neither Defendants nor anyone acting on its behalf shall state or imply or cause to be stated or implied that the Attorney General or any state agency or officer has approved, sanctioned, or authorized any practice, act or conduct of the Defendants. Likewise, the Attorney General nor anyone acting on its behalf shall state or imply or cause to be stated or implied that the Defendants' practices or acts violated any Federal, State or Agency Statute, Rule or Regulation.

Removal of Case from Trial Docket

26. The trial currently set in this case for the trial term beginning July 31, 2017 is hereby cancelled.
27. The Order setting jury trial, dated May 26, 2016, is hereby vacated and set aside.

Retention of Limited Jurisdiction

28. The court shall retain jurisdiction over this case pending full and complete performance by the Parties of all of the terms of the Settlement Agreement and of the Bilateral Settlement Agreement. Such retention of jurisdiction shall be for the sole purpose of enforcing the Settlement Agreement and Bilateral Settlement Agreement.

29. It is further ordered that each party shall have the right to enforce any provisions of this Order, of the Settlement Agreement, or of the Bilateral Settlement Agreement, by filing any appropriate action, proceeding, or motion before the appropriate court of law within Orange County, where the action is venued. The Court in this action shall retain jurisdiction over the Parties to reopen the action after it is dismissed and to hear any motion with notice and opportunity to be heard.
30. This Court also shall retain exclusive jurisdiction over any and all matters relating to the Receiver, the receivership and the receivership estate, including any matters relating to the distribution of funds received by the Receiver in connection with his obligations as Receiver or otherwise received after the receivership is closed.

Dismissal of Case with Prejudice

31. All claims against Defendants Map, 1st Choice, McIntyre, Marcipe, K. Lehman, and P. Lehman are hereby Dismissed with Prejudice.

So ordered this 30th day of Nov. 2016.



Circuit Judge

Exhibit A

Deposits to Receivership

Merchant Account Deposits to Receivership

Company	Merchant Account. No	Reserve Amount	Status
BankCard USA	534914980103709	\$ 40,000.00	Funds wired to Receivership Account
Global Payments	8788310010566	\$ 118,826.69	Funds wired to Receivership Account
Global Payments	8788310010614	\$ 256.72	Funds wired to Receivership Account
Total		\$ 159,083.41	

Bank Account Deposits to Receivership

Bank	Account No. (Last 4)	Account Name	Authorized Signer(s)	Transferred to Receivership Account
Ameris Bank	x0401	Map Destinations, LLC	Thomas Middleton, Kevin Lehman, Dorothy Recascino, Map Destinations, LLC	\$ 79,084.80
Ameris Bank	x5701	Map Destinations, LLC	Thomas Middleton, Kevin Lehman, Charles McIntyre, Map Destinations, LLC	\$ 12,494.30
Ameris Bank	x1901	Map Destinations, LLC	Thomas Middleton, Kevin Lehman, Dorothy Recascino, Charles McIntyre, Map Destinations, LLC	\$ 13,644.55
Ameris Bank	x9603	1st Choice Sales and Marketing, Inc. d/b/a Map Destinations, LLC	Dorothy Recascino, Charles McIntyre, Map Destinations, LLC	\$ 100.00
Ameris Bank	x0221	1st Choice Sales and Marketing, Inc. d/b/a Map Destinations, LLC	Dorothy Recascino, Charles McIntyre, Map Destinations, LLC	\$ 100.00
Ameris Bank	x007	1st Choice Sales and Marketing, Inc. d/b/a Map Destinations, LLC	Dorothy Recascino, Charles McIntyre, Map Destinations, LLC	\$ 54.10
Bank of America	x7450	Map Destinations, LLC	Kevin Lehman, Thomas Middleton	\$ 66,562.94
Total				\$ 172,040.69

Other Deposits to Receivership

Date	Description	Amount
1/29/2016	Cash from MAP Office	\$ 150.00
1/29/2016	Interest	\$ 10.81
2/19/2016	February Rent from 14 Avenida Menendez Tenant (Bodyshow, LLC)	\$ 1,500.00
2/29/2016	Olde Town Realty, Refund of Deposit and Last Months Rent 80 Charlotte Street Apt.	\$ 1,200.00
2/29/2016	Interest	\$ 154.30

3/15/2016	Deposit - Monthly Membership Payment	\$ 1,114.65
3/18/2016	Deposit - Monthly Membership Payment	\$ 147.90
3/31/2016	Deposit - Monthly Membership Payment	\$ 142.34
3/31/2016	Interest	\$ 212.08
4/21/2016	Deposit - Monthly Membership Payment	\$ 816.58
4/29/2016	Interest	\$ 205.90
5/20/2016	Deposit - Monthly Membership Payment	\$ 322.00
5/27/2016	Deposit - Monthly Membership Payment	\$ 215.47
5/31/2016	Interest	\$ 211.09
6/24/2016	Deposit - Monthly Membership Payment	\$ 433.82
6/30/2016	Interest	\$ 154.71
7/1/2016	Deposit - Monthly Membership Payment	\$ 199.20
7/18/2016	Deposit - Monthly Membership Payment	\$ 112.61
7/21/2016	Deposit - Monthly Membership Payment	\$ 324.41
7/29/2016	Interest	\$ 147.97
8/5/2016	Deposit - Monthly Membership Payment	\$ 96.34
8/19/2016	Deposit - Monthly Membership Payment	\$ 179.66
8/26/2016	Deposit - Monthly Membership Payment	\$ 453.36
8/31/2016	Interest	\$ 96.44
9/30/2016	Deposit - Monthly Membership Payment	\$ 182.86
9/30/2016	Interest	\$ 93.24
Total		\$ 8877.74

Summary of all Deposits to Receivership Account

Account	Total
Merchant Accounts	\$159,083.41
Bank Accounts	\$172,040.69
Other Deposits	\$ 8,877.74
Grand Total	\$340,001.84

Exhibit B

EVO Payments International Merchant Account

Company	Merchant Account. No	Reserve Amount	Status
IPS / Power Pay	271508326466	\$ 76,282.13	Not wired to Receivership Account
IPS / Power Pay	271508327720	\$ 9,506.77	Not wired to Receivership Account
Total		\$ 85,788.90	

Exhibit C
Receivership Expenses

Invoice # 10412 Receiver Peter B. King, May 24, 2016

Invoice # 10412	Amount	Date	Check #	From
Services	\$ 3,456.00			
Disbursements	\$ 6.00			
Total for Invoice	\$ 3,462.00			
Payment to Invoice	\$ (2,770.80)	5/31/2016	1009	x3898 Checking
Prior Balance Due to Receiver	\$ 691.20			

Invoice # 11284 Receiver Peter B. King, October 10, 2016

Invoice # 11284	Amount	Date	Check #	From
Services	\$ 1,080.00			
Disbursements	\$ -			
Total for Invoice	\$ 1,080.00			
Previous Balance (Invoice #10412)	\$ 3,462.00			
Less Prior Payment	\$ (2,770.80)	5/31/2016	1009	x3898 Checking
Less Other Payment	\$ (835.20)	10/4/2016		x3898 Checking
Current Balance Due to Receiver	\$ 936.00			

Invoice # 10413 Legal Team, May 24, 2016

Invoice # 10413	Amount	Date	Check #	From
Services	\$ 79,014.00			
Disbursements	\$ 13,464.77			
Total for Invoice	\$ 92,478.77			
Payment to Invoice	\$ (76,675.97)	5/31/2016	1010	x3898 Checking
Prior Balance Due to Legal Team	\$ 15,802.80			

Invoice # 11285 Legal Team, October 10, 2016

Invoice # 11285	Amount	Date	Check #	From
Services	\$ 12,147.50			
Disbursements	\$ 2,568.75			
Total for Invoice	\$ 14,716.25			
Previous Balance (Invoice #10413)	\$ 92,478.77			
Less Prior Payment	\$ (76,675.97)	5/31/2016	1010	x3898 Checking
Less Other Payment	\$ (12,286.75)	10/4/2016		x3898 Checking
Current Balance Due to Receiver	\$ 18,232.30			

Other Receivership Expenses

Date	Description	Amount	Check
2/4/2016	Rabbit Hill Storage	\$ (58.58)	1001
2/29/2016	Rabbit Hill Storage	\$ (58.58)	1002

3/28/2016	Rabbit Hill Storage	\$ (58.58)	1003
3/29/2016	Extra Space Storage	\$ (141.61)	1004
3/29/2016	Minorcan Moving & Storage	\$ (300.00)	1005
4/26/2016	Transfer from Money Market	\$ 1,000.00	
4/26/2016	Rabbit Hill Storage	\$ (58.58)	1006
4/26/2016	Minorcan Moving & Storage	\$ (915.00)	1007
4/29/2016	Extra Space Storage	\$ (141.61)	1008
5/31/2016	PDR CPA's	\$ (2,840.00)	1011
5/31/2016	Rabbit Hill Storage	\$ (58.58)	1012
5/31/2016	Minorcan Moving & Storage	\$ (380.00)	1013
5/31/2016	Extra Space Storage	\$ (141.61)	1014
6/27/2016	Rabbit Hill Storage	\$ (58.58)	1015
6/27/2016	Minorcan Moving & Storage	\$ (380.00)	1016
7/5/2016	Extra Space Storage	\$ (141.61)	1017
7/25/2016	Rabbit Hill Storage	\$ (58.58)	1018
7/15/2016	Minorcan Moving & Storage	\$ (380.00)	1019
8/15/2016	Extra Space Storage	\$ (302.48)	1020
8/22/2016	Rabbit Hill Storage	\$ (58.58)	1021
8/29/2016	Transfer from Money Market	\$ 1,000.00	
8/29/2016	Minorcan Moving & Storage	\$ (380.00)	1022
9/27/2016	Rabbit Hill Storage	\$ (58.58)	1023
9/27/2016	Minorcan Moving & Storage	\$ (380.00)	1024
9/27/2016	Extra Space Storage	\$ (151.24)	1025
10/4/2016	PDR CPA's	\$ (1,484.00)	Pending
Total		\$ (6,986.38)	

Summary of Receivership Expenses

Expenses	Total
Invoice 10412	\$ 3,462.00
Invoice 11284	\$ 1,080.00
Invoice 10413	\$ 92,478.77
Invoice 11285	\$ 14,716.25
Other Expenses	\$ 6,986.38
Total	\$118,723.40