

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA**

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

PLAINTIFF,

CASE NO.: CACE-15-021407(14)

v.

**LIBERTY UNSECURED INC., d/b/a
Improvecredit.me, d/b/a Unsecured Loan Capital, a
Florida corporation; UNSECURED LOAN
SOURCE II, INC., d/b/a Unsecured Loan Capital,
a Florida corporation; FIRST SOLUTIONS, INC.,
d/b/a Credit One, d/b/a Unsecured Loan Capital, a
Florida corporation; ANDREW MANGINI, an
individual; and MICHAEL PUGLISI, an
individual; and DAVID ALAN STERN,**

DEFENDANTS.

**CONSENT FINAL JUDGMENT AND ORDER FOR
PERMANENT INJUNCTION AGAINST DEFENDANT ANDREW MANGINI**

The **OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS** (“**ATTORNEY GENERAL**” or
“**DEPARTMENT**”), and **ANDREW MANGINI**, (“**CONSENT DEFENDANT**” or
“**MANGINI**”) an individual, have agreed to and consent to the entry of this Consent Final
Judgment and Order for Permanent Injunction (“**JUDGMENT**” or “**CONSENT FINAL
JUDGMENT**”) and the findings set forth below. This Court, having reviewed the file and
necessary papers does hereby **ORDER** and **ADJUDGE**:

Final judgment is hereby entered in favor of the Office of the Attorney General, State of Florida, Department of Legal Affairs, 110 SE 6th Street, Fort Lauderdale, Florida 33301 and against CONSENT DEFENDANT ANDREW MANGINI, 830 Hawthorne Terrace, Weston, Florida, 33327, Broward County, as follows:

I. FINDINGS

Procedural Background

1. On December 15, 2015, the ATTORNEY GENERAL filed its Complaint against the Defendants¹ in this matter, alleging that the Defendants' acts and practices in connection with their unsecured loan service business constituted direct violations of FDUTPA and *per se* FDUTPA violations.

2. The Complaint arose from an investigation wherein the ATTORNEY GENERAL, an agency of the State and the enforcing authority under FDUTPA, determined that an enforcement action served the public interest. The ATTORNEY GENERAL had full authority to bring this action.

3. On January 4, 2016, the Court entered a Temporary Injunction Relief and Asset Freeze without Notice Order ("Order"), which enjoined the Defendants, *inter alia*, from marketing, selling, or otherwise engaging in loan services. Moreover, the Order prohibits the Defendants from violating FDUTPA and the Florida Credit Services Organization Act, Chapter 817, Part III, Florida Statutes ("CSOA").

¹ DEFENDANTS LIBERTY UNSECURED INC., d/b/a Improvecredit.me, d/b/a Unsecured Loan Capital, UNSECURED LOAN SOURCE II, INC., d/b/a Unsecured Loan Capital, FIRST SOLUTIONS, INC., d/b/a Credit One, d/b/a Unsecured Loan Capital, ("Enterprise") and ANDREW MANGINI, MICHAEL PUGLISI, and DAVID ALAN STERN ("Individual Defendants"). The Enterprise and Individual Defendants are collectively referred to as "Defendants").

Jurisdiction and Venue

4. Only for the purpose of this action, the **CONSENT DEFENDANT** admits the facts necessary to establish this Court's jurisdiction over the parties and the subject matter of this action pursuant to the provisions of FDUTPA.

5. **DEFENDANTS LIBERTY UNSECURED INC., and FIRST SOLUTIONS, INC., ("CORPORATE DEFENDANTS")**, at all material times, solicited consumers within the definitions of Section 501.203(7), Florida Statutes.

6. **CORPORATE DEFENDANTS**, at all material times, provided goods or services as defined within Section 501.203(8), Florida Statutes.

7. **CORPORATE DEFENDANTS**, at all material times, engaged in trade or commerce within the definition of Section 501.203(8), Florida Statutes.

8. **CORPORATE DEFENDANTS**, at all material times, operated in Broward County, Florida. Accordingly, venue is proper.

9. **CONSENT DEFENDANT** is an individual residing in Weston, Broward County, Florida, is not in the military and is otherwise *sui juris*.

10. Since at least 2012, the **CONSENT DEFENDANT** had actual or constructive knowledge of the **CORPORATE DEFENDANTS'** acts and practices and had the authority to control and/or participated in the **CORPORATE DEFENDANTS'** acts and practices complained of in the Complaint in this matter.

11. Consumers in the State of Florida were actually injured by the unfair and deceptive practices of the **CORPORATE DEFENDANTS**.

Scope of Consent Final Judgment and Releases

12. The **ATTORNEY GENERAL** agrees that it shall not proceed with or institute any civil action or proceeding against the **CONSENT DEFENDANT** which is inconsistent with the provisions of this Consent Final Judgment.

13. Nothing herein constitutes approval by the **ATTORNEY GENERAL** of any person or corporation's past or future business practices. The **CONSENT DEFENDANT** shall not make any representation contrary to this paragraph.

14. Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person, business, corporation, government or legal entity against the **CONSENT DEFENDANT**. Similarly, nothing contained herein shall waive the right of the **CONSENT DEFENDANT** to assert any lawful defenses in response to a claim of a consumer. Any and all findings contained herein are solely for the purposes of this Consent Final Judgment, and shall not be binding against **CONSENT DEFENDANT** or the **CORPORATE DEFENDANTS** for the purpose of establishing liability in any action asserted by any private person, business, corporation, government or legal entity against **CONSENT DEFENDANT** or **CORPORATE DEFENDANTS**.

15. Notwithstanding any other provision of this Consent Final Judgment, nothing herein shall be construed to impair, compromise or affect any right of any government agency other than the **ATTORNEY GENERAL** except as expressly limited herein.

16. Notwithstanding the foregoing, the **ATTORNEY GENERAL** may institute an action or proceeding to enforce the terms and provisions of this Consent Final Judgment or to take action based on future conduct by the **CONSENT DEFENDANT**. The fact that such conduct was not expressly prohibited by the terms of this Consent Final Judgment shall not be a defense to any such enforcement action.

17. Nothing herein relieves the **CONSENT DEFENDANT** of his continuing duty to comply with applicable laws of the State of Florida nor constitutes authorization by the **ATTORNEY GENERAL** for the **CONSENT DEFENDANT** to engage in acts and practices prohibited by such laws.

18. The **CONSENT DEFENDANT** expressly acknowledges that he has obtained the advice and counsel of an independent attorney of his choosing to assist in the negotiation and preparation of this Judgment. The **CONSENT DEFENDANT** has read this Judgment, is aware of its terms and has voluntarily agreed to and signed this Judgment. Further, **CONSENT DEFENDANT** acknowledges that to the extent he has waived any rights or defenses by entry into this Judgment, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

19. Further, the **PARTIES** acknowledge that this Consent Final Judgment constitutes the entire agreement between the **CONSENT DEFENDANT** and the **ATTORNEY GENERAL** in this matter.

20. The **CONSENT DEFENDANT** states that no promises of any kind or nature whatsoever, other than the written terms of this Consent Final Judgment, were made to induce the **CONSENT DEFENDANT** into entering into this Consent Final Judgment

II. ORDER

21. Final judgment is hereby entered on the causes of action in this matter asserted under FDUTPA in favor of the Office of the **ATTORNEY GENERAL**, Department of Legal Affairs, State of Florida, 110 SE 6th Street, Fort Lauderdale, Florida 33301 and against **CONSENT DEFENDANT ANDREW MANGINI**, 830 Hawthorne Terrace, Weston, Florida, 33327, Broward County, as follows:

A. INJUNCTIVE TERMS

22. The purpose of FDUTPA is to “protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Section 501.202(2), Fla. Stat. To that end, “reasonable restrictions upon the future activities of any defendant to impede her or him [sic] from engaging in or establishing the same type of endeavor” are permitted by the Act, and courts may “order any defendant to divest herself or himself of any interest in any enterprise.” Section 501.207(3), Fla. Stat. Prohibiting business activities is constitutional when the limitation is rationally related to the State’s objective of preventing deceptive practices. *Fraternal Order of Police v. Dept. of State*, 392 So. 2d 1296, 1302 (Fla. 1980) (upholding regulations in the Law Enforcement Funds Act even though they were not “the best possible means to eradicate the evils perceived” because they were not “wholly unrelated” to the legislature’s purpose). As such, a permanent injunction is appropriate.

i. Permanent Ban on Loan and Credit Services

23. The Court **ORDERS** that the **CONSENT DEFENDANT** is permanently **ENJOINED** from engaging in the following acts or practices in the State of Florida:

- A. Advertising, marketing, promoting, or offering for sale any service or good related to loan services or any activity that is defined/identified as a credit service organization service in Paragraph 817.7001(2)(a), Fla. Stat. This prohibition shall not apply to any services or goods related to the **CONSENT DEFENDANT**’s employment with a motor vehicle dealer;
- B. Selling, disseminating, engaging in, providing, or rendering any service or good related to loan services or any activity that is defined/identified as a credit service organization service in Paragraph 817.7001(2)(a), Fla. Stat. This prohibition shall not apply to any

services or goods related to the **CONSENT DEFENDANT's** employment with a motor vehicle dealer;

- C. Training, educating or advising any other person or entity, regarding the solicitation, sale and/or dissemination of any service or good related to loan services or any activity that is defined/identified as a credit service organization service in Paragraph 817.7001(2)(a), Fla. Stat. This prohibition shall not apply to any services or goods related to the **CONSENT DEFENDANT's** employment with a motor vehicle dealer;
- D. Owning, controlling/having the authority to control, participating in, assisting, or receiving any benefit, either directly or indirectly, from the acts and practices of any business, organization, entity, or individual that provides a service or good related to loan services or any activity that is defined/identified as a credit service organization service in Paragraph 817.7001(2)(a), Fla. Stat. This prohibition shall not apply to any services or goods related to the **CONSENT DEFENDANT's** employment with a motor vehicle dealer; and
- E. Engaging in any unlicensed activity for which Florida law requires a license for such activity.

ii. Additional Prohibited Business Activities

24. The Court **ORDERS** that the **CONSENT DEFENDANT**, whether acting directly or indirectly, through any person, trust, corporation, subsidiary, division, or other device, is **RESTRAINED** and **ENJOINED** from:

- A. Making any false or misleading representations, or false or deceptive statements, in any communications with or directed to consumers;
- B. Using, transferring or benefitting in any matter from customer information in all forms in their possession, custody, or control, 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), of any person which was obtained by the **CONSENT DEFENDANT** prior to entry of this Judgment in connection with Corporate Defendants' services;
- C. Affecting any change in the form of doing business or the organizational identity of any of the **CORPORATE DEFENDANTS**

or creating any new business entities as a method of avoiding the terms and conditions set forth in this agreement;

- D. Attempting to collect, collecting, or assigning any right to collect payment from any consumer who purchased or agreed to purchase any of the **CORPORATE DEFENDANTS'** goods or services, where the purported authorization for the alleged sale occurred prior to the entry of this Judgment; and
- E. Transferring or conveying financial assets of any type (whether monetary, personal property, real property or otherwise) to any other third person or entity as a means to avoid enforcement of this Judgment or payment of any amounts due pursuant to this Judgment. Any such transfer or conveyance shall be deemed a violation of this Judgment and subject the **CONSENT DEFENDANT** to an additional civil penalty in the amount of \$500,000, which shall become immediately due and payable upon a finding by this Court that such transfer occurred.

B. MONETARY RELIEF

Consumer Restitution

24. FDUTPA authorizes reimbursement to consumers who have been damaged by deceptive trade practices. Section 501.207(3), Fla. Stat. All consumers who paid money in response to a deceptive trade practice are entitled to their money back, and there is no need for an individualized inquiry into how each consumer reacted to the practice. *F.T.C. v. Wilcox*, 926 F.Supp. 1091, 1105 (S.D. Fla. 1995); *F.T.C. v. People's Credit First*, No. 8:03-CV-2353-T, 2005 WL 3468588 (M.D. Fla. Dec. 18, 2005).

25. Judgment is entered against the **CONSENT DEFENDANT** for consumer restitution in the total amount of Two Million Three Hundred and Forty-Nine Thousand Six Hundred and Ninety-Two Dollars and no cents (\$2,349,692.00) ("Restitution Amount"), for which let execution issue forthwith.

26. The **ATTORNEY GENERAL** agrees that the Restitution Amount entered against the **CONSENT DEFENDANT** is subject to the suspension of collection provisions below.

27. The Restitution Amount shall be paid by wire transfer, certified funds or cashier's check, payable to the Department of Legal Affairs Escrow Fund, c/o Assistant Attorney General Kristen Pesicek, 100 SE 6th Street, Fort Lauderdale, Florida 33301. Upon receipt, the funds shall be deposited into the Department of Legal Affairs Escrow Fund, in accordance with Section 501.2101(1), Florida Statutes. In the event actual restitution for future complainants exceeds the Restitution Amount, then the Restitution Amount will be distributed pro-rata to the complainants determined by the ATTORNEY GENERAL to be eligible for restitution. In no event shall any individual consumer receive more than the amount they are actually owed. If any restitution monies remain after the distribution of the Restitution Amount, the ATTORNEY GENERAL will deposit the remaining monies into the Department of Legal Affairs Revolving Trust Fund and it shall be used to defray the costs of restitution distribution and/or any attorneys' fees and costs incurred in this matter. Decisions as to restitution distribution are within the sole discretion of the ATTORNEY GENERAL.

Civil Penalties

28. Judgment is entered against the CONSENT DEFENDANT for civil penalties in the amount of Five Million Nine Hundred and Fifty Thousand Dollars and No Cents (\$5,950,000.00) ("Civil Penalty Amount") for which let execution issue forthwith. The Civil Penalty Amount shall be paid by wire transfer, certified funds or cashier's checks, and made payable to the Department of Legal Affairs Revolving Trust Fund.

29. The CONSENT DEFENDANT agrees that the Civil Penalty Amount represents a civil penalty owed to the State of Florida as a result of the facts stated herein and is not compensation for actual pecuniary loss. The CONSENT DEFENDANT agrees that the Civil Penalty Amount is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. §

523(a)(7). The **CONSENT DEFENDANT** further agrees not to object to the **ATTORNEY GENERAL's** claim for non-dischargeability of the Civil Penalty Amount in any voluntary or involuntary bankruptcy proceeding. In any subsequent proceedings, all of the allegations of the Complaint and findings of this Court may be taken as true and correct without further proof.

30. The **ATTORNEY GENERAL** agrees that the Civil Penalty Amount entered against the **CONSENT DEFENDANT** is subject to the suspension of collection provisions below.

Attorneys' Fees and Costs

31. Section 501.2105 provides that the prevailing party may recover fees and costs from the non-prevailing party. *Humane Society of Broward County v. the Florida Humane Society*, 951 So. 2d 966, 969 (Fla. 4th DCA 2007); *Smith v. Bilgin*, 534 So. 2d 852, 854 (Fla. 1st DCA 1998). The parties stipulate and agree that the Department is entitled to payment of its attorneys' fees and costs in the amount of One Hundred and Three Thousand Dollars and No Cents (\$103,000.00).

32. Judgment is entered against the **CONSENT DEFENDANT** for attorneys' fees and costs in the amount of One Hundred and Three Thousand Dollars and No Cents (\$103,000.00) ("Fees Amount") for which let execution issue forthwith.

33. The **ATTORNEY GENERAL** agrees that the Fees Amount entered against **CONSENT DEFENDANT** is subject to the suspension of collection provisions below.

Suspension of Collection Provisions

34. The **ATTORNEY GENERAL** and the **CONSENT DEFENDANT** stipulate that immediately upon receipt of Ninety-Three Thousand Dollars and No Cents (\$93,000.00) from the **CONSENT DEFENDANT**, the **ATTORNEY GENERAL** shall suspend its Judgment

collection efforts pertaining to the remaining Judgment amount as to the **CONSENT DEFENDANT**.

35. The **ATTORNEY GENERAL**'s agreement to partially suspend collection of the Judgment is expressly premised upon the **CONSENT DEFENDANT**'s (a) compliance with this Final Consent Judgment's Injunctive Terms; (b) acknowledgement that the Financial Disclosures submitted on behalf of the **CONSENT DEFENDANT** provided the basis for the monetary judgment stated above and that the Financial Disclosures are truthful, accurate, and complete; and (c) agreement to cooperate with the **ATTORNEY GENERAL** in connection with this action or any subsequent investigation related to or associated with the transaction or the occurrences that are the subject of the **ATTORNEY GENERAL**'s Complaint in this matter, provided that **CONSENT DEFENDANT** shall not be required to waive any rights including, but not limited to, testimony or information which may subject **CONSENT DEFENDANT** to further Civil or Criminal liability.

36. In the event that **CONSENT DEFENDANT** files bankruptcy within 91 days after making any payment pursuant to this Judgment, **CONSENT DEFENDANT** shall remain liable for the full balance of the **ATTORNEY GENERAL**'s claim. That amount may be asserted by the **ATTORNEY GENERAL** in any subsequent proceeding to enforce this Judgment, whether through execution, garnishment, or other legal proceedings, or through a proof of claim in any bankruptcy proceeding filed by **CONSENT DEFENDANT**.

37. If, upon motion by the **ATTORNEY GENERAL**, the Court finds that the **CONSENT DEFENDANT** willfully failed to comply with any term of this Judgment, willfully failed to disclose any asset, misstated the value of any asset, or willfully made any other misstatement or omission in any representation to the **ATTORNEY GENERAL**, the Court shall

annul or otherwise lift the partial suspension of collection. Upon such reinstatement of the full Judgment, the Court shall make an express determination that the Judgment shall become immediately due and payable. Additionally, the ATTORNEY GENERAL shall be entitled to interest computed from the day of entry of this Judgment at the rate prescribed under Florida Statutes Section 55.03, as amended, on the unpaid balance.

Release of Frozen Funds

38. Effective upon entry of this Judgment, funds in CONSENT DEFENDANT ANDREW MANGINI's following accounts shall be released to CONSENT DEFENDANT ANDREW MANGINI:

<u>Entity</u>	<u>Approximate Amount Frozen as of March 2016</u>
A. J.P. Morgan Chase Bank Acct# 9382	\$5,475.35
B. J.P. Morgan Chase Bank Acct# 8594	\$1,293.08
C. TD Ameritrade Acct# 4784	\$5,988.66

Additional Monetary Terms

39. In the event the full Judgment amount is reinstated, the ATTORNEY GENERAL shall credit towards the Restitution Amount, Fees Amount and/or Civil Penalty Amount any payments received from any other Defendant(s) in this matter.

40. In the event the full Judgment amount is reinstated, the CONSENT DEFENDANT shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the ATTORNEY

GENERAL, within 45 days from the Effective Date, unless the Judgment is satisfied or post-judgment discovery is stayed.

C. FUTURE VIOLATIONS

41. IT IS FURTHER ORDERED, that in addition to the reinstatement of the full Judgment amount, any willful failure to comply with the terms and conditions of this Judgment is by statute prima facie evidence of a violation of Chapter 501, Part, II, Florida Statutes, and will subject the **CONSENT DEFENDANT** to penalties, sanctions, attorney's fees and costs and any other relief allowed by Florida law. Any sanction or payment provided by this Judgment does not preclude the Department of Legal Affairs from pursuing any other action, relief, or sanction available to the Department for any act which, independent of this Judgment, would constitute a violation of the laws of Florida.

D. ACTIVITIES REQUIRING NOTIFICATION

42. IT IS FURTHER ORDERED that, for a period of five (5) years from the date of this Judgment, the **CONSENT DEFENDANT** shall notify the **ATTORNEY GENERAL** at least thirty (30) days prior to creating, operating, or exercising any control over any business entity or organization in Florida, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, corporation or unincorporated entity. Said notification shall include a written statement disclosing: (1) the name, address and telephone number of the business entity; (2) the names of the business entity's officers, directors, principals, managers, and employees; and (3) a detailed description of the business entity's intended activities.

43. For a period of five (5) years from the date of this Judgment, the **CONSENT DEFENDANT** must report to the **ATTORNEY GENERAL** any changes in such **CONSENT**

DEFENDANT's address, name, or use of any aliases or fictitious names at least thirty (30) days before the change or as soon as practicable after learning about the change, whichever is sooner.

**E. CONSENT DEFENDANT'S COOPERATION
AND COMPLIANCE**

44. IT IS FURTHER ORDERED that the CONSENT DEFENDANT shall, in connection with this action or any subsequent investigation related to or associated with the transaction or the occurrences that are the subject of the ATTORNEY GENERAL's Complaint in this matter, cooperate in good faith with the ATTORNEY GENERAL, and shall appear and provide truthful and complete testimony in any civil trial, civil deposition, or other civil proceeding, interviews, conferences, discovery, review of documents, and for such other matters that a representative of the ATTORNEY GENERAL may reasonably request upon three (3) days written notice, or other reasonable notice, at such places in Broward County, Florida and reasonable times as the ATTORNEY GENERAL's representative may designate, without the service of a subpoena. The CONSENT DEFENDANT does not waive any rights including, but not limited to, his Fifth Amendment privilege.

45. IT IS FURTHER ORDERED that the ATTORNEY GENERAL is authorized to monitor the CONSENT DEFENDANT's compliance with this Judgment, without further leave of the Court, by all lawful means, including but not limited to the use of representatives posing as consumers to the CONSENT DEFENDANT, any of the CONSENT DEFENDANT's employees, or any other entity managed or controlled in whole or in part by the CONSENT DEFENDANT, without the necessity of identification or prior notice.

F. RECORDS RETENTION

46. The **CONSENT DEFENDANT** is prohibited from destroying, mutilating, concealing, altering, or disposing of, in any manner, (Defendant)'s books, records, contracts, financial records, and financial information, regardless of the manner in which it is stored, for a period of two (2) years from the date of this Judgment. During this two year retention period, the **CONSENT DEFENDANT** shall make any and all books and records available to the **ATTORNEY GENERAL** within three (3) business days of any reasonable request.

G. GENERAL AND ADMINISTRATIVE PROVISIONS

47. IT IS FURTHER ORDERED that this Court retains jurisdiction for the purpose of enabling any party to this Consent Final Judgment to apply at any time for such further orders and directions as might be necessary or appropriate for the modification, construction, or implementation of the injunctive provisions of this Consent Final Judgment, or, for the enforcement and for sanctions or other punishment of violations of any provisions hereof, including civil and/or criminal contempt proceedings. The parties by stipulation may agree to a modification of this Consent Final Judgment, which agreement shall be presented to this Court for consideration, provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both the **ATTORNEY GENERAL** and the **CONSENT DEFENDANT**.

48. Should this Consent Final Judgment be modified, this Judgment, in all other respects, shall remain in full force and effect unless otherwise ordered by the Court.

49. If any term of this Consent Final Judgment is to any extent unenforceable, invalid or illegal, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible,

the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

50. This Consent Final Judgment shall be governed by laws of the State of Florida.

51. This document is signed in anticipation of the Consent Final Judgment being submitted to the Court for approval, without necessity of hearing, which is WAIVED by all parties.

52. The signatures below indicate the PARTIES' consent and agreement to this Consent Final Judgment.

53. Acceptance of this Consent Final Judgment by the ATTORNEY GENERAL shall be established by the signature of the Deputy Attorney General.

54. Two or more duplicate originals of this Judgment may be signed by the PARTIES hereto, each of which will be an original, but all of which together will constitute one and the same instrument.

H. EFFECTIVE DATES

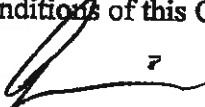
55. The Effective Date of this Consent Final Judgment is the date upon which the Consent Final Judgment is entered by the Court.

SIGNATURE PAGES FOLLOW

ANDREW MANGINI

Agreed to and signed this 19 day of August, 2016 by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that my signature binds me personally and individually to the terms and conditions of this Consent Final Judgment

 8/19/2016


ANDREW MANGINI, Individually

STATE OF FLORIDA)
COUNTY OF BROWARD)


Before me, a Notary Public in and for said County and State, on this 19 day of August 2016, personally appeared ANDREW MANGINI, who is personally known to me or has produced

DL as identification.

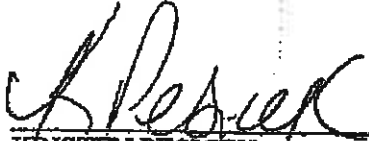


Signed: 
Print Name: P. Velazquez
Notary Public, State of Florida at Large
My Commission Expires: May 6, 19

COUNSEL FOR ANDREW MANGINI


William G. McCormick, Esq.
Fla. Bar. No. 119377
Gray Robinson
401 East Las Olas Blvd., Suite 1000
Fort Lauderdale, Florida 33301
Date: August 19, 2016

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



KRISTEN PESICEK
Fla. Bar. No. 109212
Assistant Attorney General
Office of the Attorney General, State of Florida
Department of Legal Affairs
Consumer Protection Division
110 S.E. 6th Street
Fort Lauderdale, FL 33301
(954) 712-4600
Kristen.Pesicek@myfloridalegal.com

Dated: 8/29/16



PATRICIA A. CONNERS
~~Chief of Staff and~~ Deputy Attorney General
Office of the Attorney General, State of Florida
Department Of Legal Affairs
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

Dated: 8/30/16

ENTRY OF JUDGMENT

SO ORDERED. Approved and Entered in Chambers in Broward County, Florida this
 day of 2016.

The Honorable Carlos Augusto Rodriguez
Circuit Court Judge