

**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
DEFENDANTS LIBERTY UNSECURED, INC., AND FIRST SOLUTIONS, INC.**

The **OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,**
DEPARTMENT OF LEGAL AFFAIRS, (“ATTORNEY GENERAL” or
“DEPARTMENT”), and DEFENDANTS LIBERTY UNSECURED, INC., a Florida
Corporation, FIRST SOLUTIONS, INC., a Florida Corporation, (collectively, “CONSENT
DEFENDANTS”) 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 on the causes of action in this matter asserted under the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") 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 LIBERTY UNSECURED INC.**, 830 Hawthorne Terrace, Weston, Florida, 33327, Broward County, and **CONSENT DEFENDANT FIRST SOLUTIONS, INC.**, 830 Hawthorne Terrace, Weston, Florida, 33327, Broward County, as follows:

I. FINDINGS

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

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 (collectively, "Enterprise"); and **ANDREW MANGINI, MICHAEL PUGLISI, and DAVID ALAN STERN** (collectively, "Individual Defendants"). The Enterprise and Individual Defendants are collectively referred to as "Defendants".

Defendants from violating FDUTPA and Florida Credit Services Organization Act, Chapter 817, Part III, Florida Statutes ("CSOA").

4. The **CONSENT DEFENDANT LIBERTY UNSECURED INC.**, ("**LIBERTY**") and **CONSENT DEFENANT FIRST SOLUTIONS, INC.**, ("**FIRST SOLUTIONS**") stipulate that, subsequent to this Court's entry of its Order, they each have ceased operations and each is no longer registered with the State of Florida as an active corporation.

5. Only for the purpose of this action, the **CONSENT DEFENDANTS** admit 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.

6. The **CONSENT DEFENDANTS**, at all material times, solicited consumers within the definitions of Section 501.203(7), Florida Statutes.

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

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

9. **CONSENT DEFENDANTS**, at all material times, operated in Broward County. Accordingly, venue before this Court is proper.

10. **CONSENT DEFENDANTS** provided service agreements to consumers that did not contain information regarding consumers' right to cancel services and/or did not provide consumers a separate notice of cancellation form.

11. CONSENT DEFENDANTS operated as a credit service organization, as defined by the Florida Credit Services Organization Act, and charged or received money prior to full and complete performance of the services the Defendants agreed to perform for the buyer.

12. CONSENT DEFENDANTS represented to consumers that consumers were approved, or were guaranteed to be approved in the near future, for a loan; the up-front "processing fees" requested from and paid by consumers would be used to process these guaranteed loans; the Enterprise had relationships with private lenders; and the Enterprise had direct relationships with thousands of lenders.

13. Additionally, CONSENT DEFENDANTS made misrepresentations to consumers after consumers had paid the up-front fee by falsely claiming that the Enterprise was communicating and/or negotiating with lenders, even though consumers' information had not been forwarded to any such entity. Additionally, CONSENT DEFENDANTS represented to consumers that the lenders (which Defendants had previously claimed had approved consumers for a loan) subsequently revoked their offer, despite the fact no lender had approved consumers' loan.

14. CONSENT DEFENDANTS frequently refused to provide refunds to consumers who believed the above-described misrepresentations and purchased the Enterprise's putative services. Additionally, CONSENT DEFENDANTS failed to provide refunds to consumers who requested to cancel the Enterprise's services and/or receive a refund within five days of signing a contract for the Enterprise's services.

15. Furthermore, CONSENT DEFENDANTS charged or received money for the referral of a buyer to credit grantor(s) which extended credit to buyers with terms that were substantially the same terms as those available to the general public.

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

Scope of Consent Final Judgment and Releases

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

18. The **ATTORNEY GENERAL** agrees that this Consent Final Judgment is entered against the **CONSENT DEFENDANTS** only. Nothing herein constitutes approval by the **ATTORNEY GENERAL** of any person or corporation's past or future business practices. **CONSENT DEFENDANTS** shall not make any representation contrary to this paragraph.

19. 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 DEFENDANTS**. Similarly, nothing contained herein shall waive the right of the **CONSENT DEFENDANTS** to assert any lawful defenses in response to a claim of a consumer, and the findings contained herein shall not be binding against **CONSENT DEFENDANTS** or Andrew Mangini for the purposes of establishing liability in any actions asserted by any private person, business, corporation, government or legal entity against **CONSENT DEFENDANTS** or Andrew Mangini.

20. 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**.

21. 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 DEFENDANTS**. 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.

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

23. The **CONSENT DEFENDANTS** expressly acknowledge that they have obtained the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Judgment. **CONSENT DEFENDANTS** have read this Judgment, are aware of its terms, have voluntarily executed it, and acknowledge that to the extent any rights or defenses have been waived by entry into this Judgment. Any waiver of rights by **CONSENT DEFENDANTS** was made voluntarily and with full knowledge of the ramifications of such waiver.

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

25. The **PARTIES** state 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 DEFENDANTS** into entering into this Consent Final Judgment.

II. ORDER

26. Final judgment is entered on the causes of action in this matter asserted under the 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 LIBERTY UNSECURED, INC., 830 Hawthorn Terrace, Weston, Florida 33327, and CONSENT DEFENDANT FIRST SOLUTIONS, INC., 830 Hawthorn Terrace, Weston, Florida 33327.

27. CONSENT DEFENDANTS LIBERTY UNSECURED, INC., and FIRST SOLUTIONS, INC., are liable for Counts I, II, III, IV, and V of the Complaint.

A. INJUNCTIVE TERMS

28. 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), Florida Statutes. 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 her or himself of any interest in any enterprise." Section 501.207(3), Florida Statutes. 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

29. The Court **ORDERS** that the **CONSENT DEFENDANTS**, and those persons in active concert or participation with them who receive actual notice of this Judgment, directly or indirectly, are permanently **ENJOINED** from engaging in the following acts or practices in the State of Florida:

- A. Requesting or accepting any advance fee in connection with 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), Florida Statutes;
- B. 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), Florida Statutes;
- C. 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), Florida Statutes;
- D. 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), Florida Statutes;
- E. 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), Florida Statutes; and
- F. Engaging in any unlicensed activity relating to loan services for which Florida law requires a license for such activity.

ii. Additional Prohibited Business Activities

30. The Court **ORDERS** that the **CONSENT DEFENDANTS** and those persons in active concert or participation with them who receive actual notice of this Judgment, directly or

indirectly, are **RESTRAINED** and **ENJOINED** from engaging in the following acts or practices in the State of Florida:

- A. Making any false or misleading representations, or omitting material facts, in any communications with or directed to consumers in connection with any loan or credit service;
- 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, e-mail 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 any **CONSENT DEFENDANTS** prior to entry of this Consent Judgment in connection with Defendants' services;
- C. Affecting any change in the form of doing business or the organizational identity of any of the existing business entities 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 **CONSENT 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

31. FDUTPA authorizes reimbursement to consumers who have been damaged by deceptive trade practices. Section 501.207(3), Florida Statutes. 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).

32. Judgment is entered against **CONSENT DEFENDANTS** only, jointly and severally, 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.

33. 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

34. Judgment is entered against **CONSENT DEFENDANTS** only, jointly and severally, for total 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.

35. The **CONSENT DEFENDANTS** agree 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 DEFENDANTS** agree 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 DEFENDANTS** further agree 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 relating to the civil penalties in this matter, all of the allegations of the Complaint and findings of this Court may be taken as true and correct without further proof.

Attorneys' Fees and Costs

36. 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).

37. Judgment is entered against the **CONSENT DEFENDANTS** only, jointly and severally, for attorneys' fees and costs in the amount of One Hundred and Sixty-Three Thousand Dollars and No Cents (\$163,000.00) ("Fees Amount") for which let execution issue forthwith.

Surrender of Assets

38. Effective upon the entry of this Judgment, the **CONSENT DEFENDANTS** shall surrender to the Department all control, title, dominion, and interest in the frozen funds in the **CONSENT DEFENDANTS'** Moneris Solutions, Inc., account in the approximate amount of Eleven Thousand Six Hundred and Ninety Dollars and Fifty Cents (\$11,690.50), pursuant to the Order Granting Temporary Injunction and Asset Freeze Without Notice (the "Injunction Order") dated January 4, 2016, which funds shall be credited towards payment of the Restitution Amount.

C. FUTURE VIOLATIONS

39. IT IS FURTHER ORDERED, that any 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 DEFENDANTS** to penalties, sanctions, attorneys' 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. JUDGMENT DISTRIBUTION, OTHER REQUIRED ACTIONS, AND
ACKNOWLEDGMENTS**

40. Within ten (10) business days, **CONSENT DEFENDANTS** shall take all actions necessary to cause the **DEFENDANTS LIBERTY** and **FIRST SOLUTIONS**, in any and all forms, to (a) permanently close any bank accounts, credit card processing accounts, credit cards,

charge cards, or other financial accounts in DEFENDANTS LIBERTY and FIRST SOLUTIONS' names; (b) permanently close any advertising or marketing accounts they control; and (c) permanently disable, disconnect and discontinue use of all websites and phone numbers they have used in the marketing of any loan services

41. IT IS FURTHER ORDERED, that CONSENT DEFENDANTS, must deliver a copy of this Judgment to the last known physical and/or electronic mail address of: (1) all principals, officers, directors, managers and members; and (2) all employees, and independent contractors who participated in the CONSENT DEFENDANTS' operations from January 1, 2012 until the date CONSENT DEFENDANTS ceased operating within thirty (30) calendar days from the entry of this Judgment.

42. IT IS FURTHER ORDERED, that CONSENT DEFENDANTS shall deliver to the ATTORNEY GENERAL a sworn, notarized statement which contains: (1) a statement detailing the actions taken by them or on their behalf to comply with the requirements imposed by Paragraph 40; (2) the first and last names of the individuals to whom the CONSENT DEFENDANTS delivered a copy of this Judgment; (3) the physical or e-mail address of the individuals to whom the CONSENT DEFENDANTS delivered a copy of this Judgment; (4) and a description of the means use to deliver a copy of this Judgment to individuals identified pursuant to this paragraph within forty-five (45) days from the entry of this Judgment.

E. RECORDS RETENTION

43. The CONSENT DEFENDANTS are prohibited from destroying, mutilating, concealing, altering, or disposing of, in any manner, Defendants' 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 DEFENDANTS shall make any and all books and records available to the **ATTORNEY GENERAL** within three (3) business days of any reasonable request.

F. GENERAL AND ADMINISTRATIVE PROVISION

44. 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 **CONSENT DEFENDANTS**.

45. 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.

46. 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.

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

48. 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.

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

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

51. 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.

G. EFFECTIVE DATES

52. 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

**AGREED TO BY:
FIRST SOLUTIONS, INC.**

Signed:

 8/19/2016


ANDREW MANGINI
OWNER, FIRST SOLUTIONS, INC.

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 8, 19

**COUNSEL FOR LIBERTY UNSECURED, INC., and
FIRST SOLUTIONS, INC.**



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

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



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Dated: 8/29/16



PATRICIA A. CONNORS
~~Chief of Staff and~~ Deputy Attorney General
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(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