

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA**

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

Case No. 08-4900C1-13

Plaintiff,

vs.

**LAW & ASSOCIATES, LLC, and
THOMAS E. LAW, II,**

Defendants.

ORDER AND FINAL JUDGMENT

This cause came to be heard by the Court on February 20 and 21, 2014, on the State of Florida, Office of the Attorney General, Department of Legal Affairs' ("the Attorney General") Motion for Entry of Final Judgment for Permanent Injunctive and Other Equitable Relief and Monetary Civil Penalties. Having granted the Attorney General's Motion for Summary Judgment on all six counts of its complaint, reviewed the file and the papers submitted by counsel, considered the evidence presented at trial, and heard argument of counsel, the Court is fully advised of the matters presented and Orders and Adjudges as follows:

Findings of Fact

1. Plaintiff, the Attorney General, is an enforcing authority pursuant to Section 501.203(2), Florida Statutes, and is authorized to seek penalties as well as monetary, equitable, declaratory, and injunctive relief.

2. At all times material hereto, Defendants, LAW & ASSOCIATES, LLC (“L&A”) and THOMAS E. LAW, II (“LAW”), were engaged in “trade or commerce” as defined in Section 501.203(8), Florida Statutes.

3. On March 26, 2010, this Court granted the Attorney General’s Motion for Summary Judgment on all six counts alleged in Plaintiff’s complaint.

4. At all times material hereto, Defendant LAW was the sole managing member of Defendant L&A. Defendant LAW actively participated in the business practices of Defendant L&A, including oversight of the internet website, oversight of the sales and business practices, and oversight of the daily management of the business, including, but not limited to, the handling of consumer files and consumer complaints. Defendants have conducted their business at a location in Pinellas County within the state of Florida and have marketed to residents of the state of Florida and across the country.

5. During the period of at least June 2006 to August of 2008, Defendants offered services to consumers to assist homeowners who were in default on their mortgages and facing foreclosure on their homes. Defendants primarily solicited customers through direct mail advertisement and internet website. Defendants represented to potential customers that, for a typical fee of \$1,590, Defendant L&A would help the customer avoid foreclosure and keep their home by working out a viable solution with the homeowner’s lender.

6. Defendants offered a “money back guarantee” to all of their customers. On Defendant L&A’s website, Defendants stated, “Be assured that if we cannot negotiate a plan with your lender or provide you with a viable strategy to avoid or stop your foreclosure, you will be covered by our money back guarantee.”¹ The hyperlink on the website to the details of the

¹ Exhibits 4, 7 and 8, printouts of the website. The money back guarantee is repeated on multiple pages of the website. For example, see page 3 of Exhibit 7.

“money back guarantee,” states “we will return our fee to you guaranteed” and provides no further details, terms, condition or restrictions on this guarantee.²

7. Defendants also repeated the “money back guarantee” in the sales script without providing any further details, terms, or limitations.³ Consumer witnesses who testified, and consumer complaints and affidavits admitted into evidence, demonstrate that many of Defendants’ customers relied upon this guarantee when they decided to do business with Defendant L&A.⁴

8. Defendants’ customers were not provided with a written contractual agreement until paying the full fee or at least a portion of the fees for Defendant L&A’s services.⁵ The contractual document included terms and limitations on the services to be performed and on the application of the “money back guarantee” that were not disclosed to customers during the initial telephone conversation, or prior to Defendants’ collecting a payment from the customer.⁶

9. In fact, the “viable solution” to stop foreclosure that is described by Defendants in the “money back guarantee,” is defined in the written contract as “an act, method, or process of solving a problem. The answer to a problem, explanation, clarification, etc.” This ambiguous definition was cited in numerous instances by Defendants when refusing to make refunds to unsatisfied customers.⁷

² See website captures in Exhibit 7, pages 3 and 6; and Exhibit 8, pages 24 and 26. See also, February 20 testimony of Jason Nadler, transcript pages 14 and 15; testimony of Defendant Law, transcript pages 70-71.

³ Exhibit 6, Page 3.

⁴ February 20, 2014 testimony of Billy Hooper, Stephen Bronson, Mark Beatty, and Salim Benmusa; See also consumer complaints in Exhibits 1, 2, 10 and 12. For example, see Exhibit 1, page 212, complaint of Leonard; Exhibit 1, page 327, complaint of Widmeier; Exhibit 2, pages 9-11, complaint of Denson.

⁵ Testimony of Richard Boyle. Pages 7, 10, and 38 of the transcript; Jason Nadler. Pages 18-20 of the transcript. See also, consumer complaints in Exhibits 1, 2, 10 and 12. For example, see Exhibit 2, page 9, complaint of Denson.

⁶ February 20, 2014 testimony of Richard Boyle, transcript page 40; February 21, 2014 testimony of Thomas E. Law, II, transcript pages 71-72.

⁷ February 20, 2014 testimony of Richard Boyle, transcripts pages 12 -17.

10. The Attorney General provided documentation of 208 known customers of Defendants, of which 127 requested refunds from Defendants.⁸ Of the 127 customers who requested a refund, 3 received partial refunds and 1 received a full refund. Of the 127 known requests for refunds, 125 have outstanding refund requests amounting to \$198,594.⁹

11. The four former Florida customers who testified at trial, and Jeanette McLaughlin, the one customer whose deposition was admitted, all requested refunds from Defendants because they did not receive the services they were promised, and all were denied a refund by Defendants.

12. Similarly, the five customers who provided affidavits and the records of over 100 customer complaints on file with the Better Business Bureau, the Pinellas County Consumer Protection Division, and the Attorney General's office, detail the customers' dissatisfaction with the services of Defendant, and all but 4 (as referenced above) received no refund of money paid.

13. Multiple customers reported that Defendants failed to answer telephone calls and respond to messages after monies were collected.¹⁰

14. Customer records demonstrate that Defendants did not honor customers' unconditional right under Florida law to cancel the purchase within three business days and receive a full refund, and Defendants did not include the required right-to-cancel language in the written contract.¹¹

⁸ See Summary of complaints in Exhibit 13, and Exhibits 1, 2, 9, 10, 11, 12, and 20 for complaint details.

⁹Of the 127 known requests for a refund, one customer received a full refund and one did not provide any information on the amount of fees paid and the refund demanded. Therefore the evidence reflects 125 outstanding requests for refunds.

¹⁰ February 20, 2014 testimony of Billy Hooper, Stephen Bronson, and Salim Benmusa; Exhibits 1-2, 10, 12, and 20. For example see Exhibit 1, page 27, complaint of Boltinghouse; page 40, complaint of Bunch; page 173, complaint of Hudson; page 272, complaint of Troia.

¹¹Testimony of Richard Boyle, transcript page 39; Exhibits 1, 2, 10 and 12. For example, see Exhibit 2, page 86, complaint of Leotta Johnson; Exhibit 9, pages 2-3 and 5-7, customer file of Moore; and testimony of Jason Nadler, transcript pages 48-49.

15. In many cases, Defendants were not able to provide customers with an affordable option to avoid or stop foreclosure, but Defendants refused to honor refund requests.¹²

16. In some instances, Defendants suggested that customers file bankruptcy as a solution. Defendants did not make refunds to these customers and in fact attempted to collect an additional fee for assistance with the bankruptcy filing.¹³

17. Defendants' written responses to customer demands for a refund often state the customer is not entitled to a refund based upon discrepancies in what the customer told the Defendants during the initial sales call about their finances and the status of their mortgage debt and what Defendants discovered in documentation subsequently collected from the customer. Testimony from Defendants' former employees and Defendant LAW himself indicated that Defendants were well aware that the financial information and other facts material to the customers eligibility that they received orally from the customer on the initial sales call may not be accurate, and yet Defendants continued to qualify customers and collect advance fees from the customers without first requiring that the customer supply documentation to support financial data or the customer's eligibility for the services that Defendants were offering.¹⁴ In fact, when former customer, Salim Benmusa, told Defendants about his very limited financial resources, Defendants told him to borrow the money for their fees.¹⁵

18. Defendants often justified their failure to honor refund requests by claiming the company had "earned" its fee despite failing to provide the promised services, and, in many

¹²February 20, 2014 testimony of Billy Hooper, Stephen Bronson, Mark Beatty, and Salim Benmusa; Exhibits 1-2, 10, 12, and 20. For example, see Exhibit 1, pages 30-35, complaint of Brown; pages 46-57, complaint of Camara; pages 169-172, complaint of Hooper..

¹³ Testimony of Defendant Law, transcript pages 40-41 and 63-64. See also consumer complaints in Exhibits 1, 2, 10, and 12. For examples of consumer complaints, see Exhibit 1, page 105, complaint of Eno; Exhibit 2, page 189, complaint of Fritz; Exhibit 10, affidavit of Catherine Lavallee.

¹⁴ Testimony of Defendant Law, transcript pages 35 and 60; Testimony of Judy Forbes, transcript pages 94, 107-108; Testimony of Jason Nadler, transcript pages 23, 37-38.

¹⁵Exhibit 1, BBB page. 024; February 21, 2014.

cases, failing to provide documentation that any mitigation work was done on the customer's behalf.¹⁶

19. Defendants' customers relied upon Defendants' assurances that the customer would be able to avoid foreclosure, or that Defendants would be successful at stopping foreclosure proceedings, frequently to their detriment, as many of these customers ultimately lost their homes to foreclosure.¹⁷

20. Plaintiff's investigator testified and provided bank records indicating that Defendants' revenue, as reflected in one bank account, amounted to over \$5 million during the period of May 1, 2006 to August 31, 2008. This revenue was attributable, in large part, to consumer payments through third-party payment processors.¹⁸

21. The facts presented through Defendants' solicitation materials, consumer testimony, the consumer complaint records, and the testimony of the Attorney General investigators and of Defendants' former employees demonstrate that the Defendants knew or should have known that customers were relying on the "money back guarantee," as stated without conditions or limitation on the web page and in the sales script, when the customer paid fees to Defendants in advance, and most often without the opportunity to review the written contract prior to payment, and customers reasonably believed that they would be entitled to a full refund, if Defendants were unable to help them save their home from foreclosure with a "viable" or affordable option.

22. The testimony of Defendant LAW and former employees, Judy Forbes, Susan March, and Jason Nadler established that Defendant LAW is likely to and has in fact continued

¹⁶ February 20, 2014 testimony of Richard Boyle, transcript page 20-21. See also consumer complaints in Exhibits 1, 2, 10 and 12. For example, see Exhibit 1, pages 22-23, complaint of Benmusa.

¹⁷ February 20, 2014 testimony of Billy Hooper, Stephen Bronson, Mark Beatty, and Salim Benmusa; Exhibits 1-2, 10, 12, and 20. For example, see Exhibit 1, pages 40-41, complaint of Bunch; page 71; complaint of Davis, page 22-23; page 112, complaint of Fernandez.

¹⁸ February 21, 2014 testimony of Moffitt; Exhibits 16 and 17.

to do business, after ceasing the operation of Defendant L&A, in foreclosure-related rescue and debt management services by collecting advance fees from homeowners. In fact, the Final Judgment by Default of the Superior Court of the Commonwealth of Massachusetts was entered against Defendants, L&A and LAW, for foreclosure rescue practices they engaged in while operating under the name of H.O.P.E. Alliance, Inc.,¹⁹ and the affidavit of Anthony Tantillo, submitted in support of the Complaint, shows that Mr. Tantillo's payment of fees to Hope Alliance was deposited in a bank account held by Defendant L&A.²⁰

23. The evidence presented at trial, and this Court's previous determination that Defendants' conduct violated all six counts of the Complaint, including violations of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act; Sections 817.06 and 817.41, Florida Statutes, prohibiting the dissemination of false and misleading advertising; Rule 2-18.002, Florida Administrative Code, requiring a 3-day right to rescission of a contract for future services and requiring a full refund if a consumer cancels within the 3 days; violations of the Federal Telemarketing Sales Rule; violations of the Florida Debt Management Act; and violations of Section 687.141, Florida Statutes, pertaining to Loan Brokers, supports the imposition of penalties, customer reimbursement, injunctive relief, and the award of attorneys fees and costs to the Attorney General.

Conclusions of Law

Deceptive Practices

24. The Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") makes "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce" unlawful. Section 501.204(1), Florida

¹⁹ See Exhibit 22, Pages 30-34.

²⁰ See Exhibit 22, Pages 22-29.

Statutes. Determining whether acts or practices violated FDUTPA may be based on “standards of unfairness and deception set forth and interpreted by the Federal Trade Commission or the federal courts.” Section 501.203(b), Florida Statutes.

25. A representation is deceptive if it is likely to mislead a consumer who is acting reasonably under the circumstances to the consumer’s detriment. *The Matter of Cliffdale Assoc., Inc.*, 103 FTC 110, 174-77 (1984); *PNR, Inc. v. Beacon Prop. Mgmt.*, 842 So.2d 773, 777 (Fla. 2003); *Davis v. Powertel*, 776 So.2d 971, 974 (Fla. 1st DCA 2000). Whether a representation is deceptive is a matter of judicial determination. *Dept. of Legal Affairs v. Father & Son Moving & Storage*, 643 So.2d 22, 26 (Fla. 4th DCA1994) (finding that the term “deceptive practices” sets forth a legal standard that must get its meaning from judicial construction).

Civil Penalties

26. The Court may impose a civil penalty of not more than \$10,000 for each willful FDUTPA violation, and up to \$15,000 when the conduct affects senior citizens or handicapped persons. Sections 501.2075 and 2077, Florida Statutes. A “willful” violation occurs when the person knew or should have known that his or her conduct was unfair or deceptive or prohibited by rule. Section 501.2075, Florida Statutes.

27. A separate FDUTPA violation occurs with each separate, unlawful method, act, or practice. Section 501.2075, Florida Statutes.

28. The complaints and records of 208 known customers, of which 127 requested a refund, and the consumer affidavits and live testimony of customers demonstrate that Defendants’ misrepresentations and deceptive practices were material to the customers’ transactions with Defendants and resulted in harm to consumers.

29. While many of these customers resided outside of Florida, FDUTPA protections and sanctions apply to transactions with non-Floridians when the deceptive practices occur

within the state. *Millennium Communications & Fulfillment, Inc. v. Office of the Attorney General*, 761 So.2d 1256 (Fla. 3d DCA 2000); *FTC v. Information Mgmt. Forum, Inc.*, 2013 WL 3323635 (M.D. Fla. 2013); *2P Commercial Agency SRO v. Familant*, 2012 WL 6615889 (M.D. Fla. 2012).

Consumer Restitution

30. FDUTPA authorizes reimbursement to consumers who have been damaged by deceptive trade practices and authorizes the court to grant legal, equitable, or other appropriate relief. Section 501.207(3), Florida Statutes. All consumers, who paid money in response to a deceptive practice, are entitled to their money back, and there is no need for an individualized inquiry into how or why each injured consumer was affected by the practice. *FTC v. Wilcox*, 926 F.Supp. 1091, 1105 (S.D. Fla. 1995); See also, *Davis v. Powertel*, 776 So. 2d 971, 974 (Fla. 1st DCA 2000) (holding that plaintiffs seeking restitution do not have to show individualized injury).

31. Equitable restitution is defined as the benefit unjustly received by the defendants and is measured by the defendant's unjust gain rather than by the plaintiff's loss. See *Federal Trade Commission v. Verity Int'l Ltd.*, 443 F.3d 48 (2d Cir. 2006). To calculate the amount of restitution, the plaintiff must "'show that its calculations reasonably approximated' the amount of the defendant's unjust gains, after which 'the burden shifts to the defendant to show that those figures were inaccurate.'" *Verity Int'l Ltd.*, 443 F.3d at 67 (quoting *FTC v. Febre*, 128 F.3d 530, 535 (7th Cir. 1997)).

Restrictions on Business Activities

32. "[R]easonable restrictions upon the future activities of any defendant to impede her or him from engaging in or establishing the same type of endeavor" are permitted by

FDUTPA, and courts may “order any defendant to divest herself or himself of any interest in any enterprise.” Section 501.207(3), Florida Statutes.

33. Defendants may be enjoined from engaging in certain kinds of business activities related to the past practices *Arthur Murray Studio of Washington v. FTC*, 458 F.2d 622, 625 (5th Cir. 1972). Holding that “[the FTC] cannot be required to confine its road block to the narrow lane the transgressor has traveled,” the *Arthur Murray* court enjoined the defendants from entering into certain contracts because their past transaction took advantage of consumers. *Id.* At 624 (quoting *FTC v. Ruberoid Co.*, 343 US 470, 473 (1952)).

34. Preventing a defendant from engaging in business in which he or she has not previously engaged is permissible when the new business is “intimately connected” with the defendant’s earlier practices. *Slough v. FTC*, 396 F.2d 870, 872 (5th Cir. 1968) (declining to remove restrictions on future activities unless they had “no reasonable relation to the unlawful practices found to exist”). Prohibiting business activities is constitutional when the limitation is rationally related to the state’s objective of preventing unfair and deceptive trade practices. *Fraternal Order of Police v. Dept. of State*, 392 So.2d 1296, 1302 (Fla. 1980).

Attorney’s Fees and Costs

Section 501.2075, Florida Statutes (2013) provides that the enforcing authority is entitled to reasonable attorneys fees if civil penalties are assessed in any litigation. FDUTPA further provides that the prevailing party may recover attorney’s fees and costs from the non-prevailing party. Section 501.2105, Florida Statutes.

ORDER

Based on the foregoing, it is ORDERED AND ADJUDGED:

1. The Attorney General’s Motion for Entry of Final Judgment is GRANTED.

2. Defendants LAW and L&A engaged in deceptive, unfair, and unconscionable business activities in violation of FDUTPA, Chapter 501, Part II, Florida Statutes.

3. Defendant knew or should have known that their conduct violated FDUTPA. The evidence presented at trial demonstrates that 125 known consumers were harmed by Defendants' practices in 125 separate acts, in violation of FDUPTA. Accordingly, a civil penalty of \$500.00 per violation is imposed for a total civil penalty of \$62,500.00 against Defendants, LAW and L&A, jointly and severally.

4. The Court further orders Defendants, LAW and L&A, to pay full restitution in the amount of \$198,594.00 to the 125 consumers identified by Plaintiff, who had requested a refund based upon Defendants' nonperformance and did not receive any refund, or in 3 cases, did not receive a full refund.

5. Defendants, LAW and L&A, are permanently enjoined from engaging in the following business activities: (1) any business purporting to offer "foreclosure-related rescue services" as defined in Section 501.1377, Florida Statutes; (2) any business purporting to offer to financial services to consumers, including, but not limited to, loan modification, mortgage brokering, loan brokering, any form of debt management, credit counseling, debt settlement, or investment management services; (3) any business purporting to offer real estate services to consumers; and (4) any business that engages in "commercial telephone solicitation" as defined by Section 501.603 Florida Statutes.

6. The Attorney General is entitled to reasonable attorney's fees and costs and the Court retains jurisdiction to determine the amount to be awarded upon subsequent motion by the Attorney General. The Court also retains jurisdiction to enter further orders that are property to compel compliance with this Final Judgment or to entertain contempt proceedings, civil and/or

Criminal, as appropriate.

7. In accordance with the Order, FINAL JUDGMENT is hereby entered against Defendants, LAW and L&A, in the amount of Two Hundred Sixty One Thousand and Ninety Four Dollars (\$261,094.00), broken out as \$62,500.00 for civil penalties and (\$198,594.00 for customer refunds) to the 125 known customers, identified on the attached spreadsheet, who previously requested a refund but were denied a refund by Defendants, in violation of law. Such FINAL JUDGMENT is awarded in favor of Plaintiff, the Attorney General, pursuant to Section 501.207(3) Florida Statutes, which such judgment amount shall bear interest at a rate of 4.75% per year until fully paid. Let execution issue forthwith.

DONE AND ORDERED in Chambers at St. Petersburg, Pinellas County, Florida, this _____ day of June, 2014.

ANTHONY RONDOLINO,
Circuit Judge

ORIGINAL SIGNED JUN 04 2014 JUDGE ANTHONY RONDOLINO

Copies furnished to:

Victoria Butler, counsel for Plaintiff
Richard Schiffer, counsel for Plaintiff
Craig Huffman, counsel for Defendants

CONSUMERS WHO REQUESTED A REFUND

LAST	FIRST	ADDRESS	CITY	STATE	ZIP	AMOUNT DUE
ALAS	WILBERT	6219 FAIRFAX PL.	NEW ORLEANS	LA	70131	\$1,690
ASTORGA	JOHNNIE	3858 N FORK ROAD	LAS CRUCES	NM	88012	\$1,590
BAILEY	OSBORNE	PO BOX 1626	YULEE	FL		\$900
BALDERAS	MANUEL	612 PARK AVENUE	ELLSWORTH	IA	50075	\$1,590
BARRON	EDWARDS	7839 BATTLEPINE DRIVE	HOUSTON	TX	77040	\$1,590
BARROW	PATRICIA	4012 N TURNBULL DRIVE	METAIRIE	LA	70002	\$1,980
BARTLEY	HAROLD	733 LEXINGTON AVENUE	BROOKLYN	NY	11221	\$4,000
BECKER	MARK	26 ARROWHEAD DR	LEDYARD	CT	06339	\$1,590
BENMUSA	SALIM	3408 HOLT CIR.	PENSACOLA	FL	32526	\$500
BOULTINGHOUSE	STEPHANIE ANN	PO BOX 5574	FARMINGTON	NM	87499	\$590
BRADLEY	MICHELLE	6945 GOVERNORS POINTE BLVD.	INDIANAPOLIS	IN	46217	\$900
BROWN	LAURA	633 E. MINSSOURI STREET APT A101	BUFFALO	MO	65622	\$1,600
BROWN	MARK T.	39141 161ST. STREET EAST	PALMDALE	CA	93591	\$1,980
BUCHANAN	JOHN R.	8316 CHELWYNDE AVENUE	PHILADELPHIA	PA	19153	\$1,980
BUNCH	LARRY	621 W. VALLEY STREET	GRANBY	MO	64844	\$1,500
BURNLEY	MICHAEL	6608 MARYIBEL CIR	DALLAS	TX	75237	\$1,600
BURRIS	GLORIA	78 MORGAN STREET	SABINA	OH	45169	\$1,690
BURROW	SAMUEL	11600 W. WINCHESTER LANE	ELLCOTT CITY	MD	21042	\$4,000
CAMARA	BRYAN	10488 FLINT AVE	HANFORD	CA	93230	\$1,980
CARDOZA	ROMEO	33007 GOSHUTE AVENUE	APPLE VALLEY	CA	92307	\$2,400
CASSINA	DAVID	19 DEWBERRY ROAD	WATERBURY	CT	06705	\$1,600
CHADWICK	OWEN	4710 E. MEADOW LARK WAY	QUEEN CREEK	AZ	85240	\$1,990
CHINN	AMANDA	2740 HILLSDALE ROAD	SACRAMENTO	CA	95864	\$2,290
COOK	STACIE	3853 N. DEERWOOD DRIVE	HARVEY	LA	70058	\$1,990
DALE	KRISTOPHER	6946 KEITH ROAD	CLERMONT	GA	30527	\$1,590
DAVIS	GAYLON	13911 COUNTY RAOD 138	KILGORE	TX		\$1,590
DAVIS	QIANA	61 REMSEN AVE	AVENEL	NJ	07001	\$1,590
DEAN	JENNIFER	60 WIDGEON DRIVE	NEWMAN	GA	30263	\$1,990
DEAN	DEBBIE	221 ROTH AVE	TANEYTOWN	MD	21787	\$1,990
DEMPSEY	DARIUS	6535 CANBY PLACE	REYNOLDSBURG	OH	43068	\$1,990
DENSON	ALPHONSO	4112 WATERFORD DR	ALEXANDRIA	LA	71303	\$1,290
DIXON	LOUISE	1309 SE D STREET	BENTONVILLE	AR	72712	\$400
DONOVAN	MATTHEW	PO BOX 21	WARDSBORO	VT		\$1,500
DORFMEISTER	TODD	217 HORNHOLLY WAY	HOLLY SPRINGS	NC	27540	\$1,990
DUNBAR	JANICE	60 TRAILS END DRIVE	MONROE	OH	45050	\$1,800
DVORSKY	KATHLEEN	154 ROBINSON HWY	MCDONALD	PA		\$1,600
DYER	GARY & HAMILTON	9715 DAMASCUS DRIVE	MANASSAS	VA	20109	\$2,690
EATON	SCOTT	4440 NE 19TH AVENUE	DES MOINES	IA	50317	\$1,990
EDNE	GARDY	54 WEST STREET	PATTERSON	NY	12563	\$1,590
ELLINGTON	HUGH	137 FLORENCE STREET	GEORGETOWN	GA	39854	\$1,590
ENO	DONNA	162 HIGH PATH RD	WINDSOT	CT		\$1,500
FERNANDEZ	JULIA	85-1018 KANEILIO PL	WAIANAE	HI	96792	\$500
FRANKS	ALMETA	208 S. BEAUMONT AVENUE	BURLINGTON	NC	27217	\$2,684
FRITZ	STEVE	28950 LEONA STREET	GARDEN CITY	MI	48135	\$1,990
FRITZ	PEGGY	570 E.SALZBURG	BAY CITY	MI	48706	\$1,590
GALLIANO	KEVIN	12 S. DARYL COURT	WESTWEGO	LA	70094	\$2,390
GEORGE	ROYETTA	1613 OLIVE STREET	LOUISVILLE	KY	40210	\$390
GIBSON	MARY	3613 DAWSON AVENUE	CINCINATTI	OH	45223	\$1,590
GIST	SHIRLEY	315 AMY MARIE LANE	ROEBUCK	SC	29376	\$2,000
GLENN	KAREN	168982 MANZANITA ST.	STIRLING CITY	CA	95978	\$1,990
GREENE	ALISON	48 COOLIDGE AVENUE	TORRINGTON	CT	06790	\$1,990
GUEZ	HENRY	14287 KATIE DRIVE	ADELANTO	CA	92301	\$400
HAWLEY	BENJAMIN	2005 W 75TH PL	DAVENPORT	IA	52806	\$530
HOLLOWAY	TERRI	4220 DONNA DRIVE	BENTON	AR	72015	\$1,590
HOOPER	BILLY	143 PUELBA LN	KISSIMMEE	FL	34743	\$1,500
HOWARD	NICOLE	20 EAGAN RD	QUEENSBURY	NY		\$1,590
HUDSON	JERRY	818 MITCHELL STREET	RIO VISTA	CA	94571	\$1,590
HUFF	SUEANN	216 ROUNDTREE CT	GASTON	SC	29053	\$1,590
HUNT	CARMEN	2970 ARES WAY	SAN DIEGO	CA	92139	\$1,590
JOHNSON	EVERETT	3648 CROSSWATER COURT	WOODBIDGE	VA	22192	\$900
JOHNSON	LEOTTA	13720-4 SW 149TH CIRCLE LANE	MIAMI	FL	33186	\$230
JONES	EVELYN	4831 WILSON RD	MACON	GA	33756	\$1,990
JONES	LAULENA	462 PEREGRINE STREET	VIRGINIA BEACH	VA	23462	\$795
JORGENSEN	WENDY	17984 W. GREENTREE RD	GRAYSLAKE	IL		\$1,050
KARGBO	ALLITA	2408 4TH AVE	OAKLYN	NJ	8107	\$795
KELLY-ROBERTS	TENESHA	43 ELINOR PL	FREEPORT	NY	11520	\$1,900
KEPPLER	STACY	3638 N. 88TH STREET	MILWAUKEE	WI	53222	\$1,590
LABREW	REGINA	1859 WINDOVER RD	COLUMBIA	SC	29204	\$1,950
LAVALLEE	CATHERINE	8 WILLOWDALE RD	TYNGSBORO	MA	01879	\$1,590
LAVIGNE	KIM	351 STATE PARK DR	BAY CITY	MI	48706	\$3,500

LIPSEY	ETTA	408 ABNER ROAD	SPARTANBURG	SC	29301	\$1,900
LOWMAN	MICHAEL	2135 HAVEN CIRCLE	LENOIR	NC	28645	\$795
MARSHALL	SAMUEL	PO BOX 7273	TYLER	TX	75711	\$1,595
MARTINEZ	DAVE	16 WHITWOOD DRIVE	SHELTON	CT	06484	\$1,590
METOYER	CHRIS	11038 STAR STREET	ADELANTO	CA	92301	\$2,000
MILLIGAN	KIMBERLY	4701 JEAN MARIE DR FORT	WASHINGTON	MD	20744	\$1,200
MONTGOMERY	JAN	1046 SOUTH WEST 1ST STREET	RICHMOND	IN	47374	\$1,980
MOORE	MAMONA	731 N. DUPONT STREET	WILMINGTON	DE	19805	\$740
MOORE	WILLIAM	397 ELM STREET	MENASHA	WI	54952	\$795
NGUYEN	VIVIAN	11250 VISTA LA CUESTA DR	SAN DIEGO	CA	92131	\$1,900
NIPPS	BETH	2918 BRONCO ROAD	NIOTAZE	KS	67355	\$1,790
NISHIDA	JAMES	98-1385 B HINU PLACE	WHITE SALMON	WA	98672	\$1,980
OLUREMI	WILSON	3127 LENOX RD. NE	ATLANTA	GA	30324	\$2,000
OZIER	STACEY	1701 LINDEN CIRCLE	NEWPORT	AR	72112	\$1,590
PAIGE	TRACY	6342 CHARLAY DRIVE	IMPERIAL	MO	63052	\$1,590
PALM	KEITH ALLEN	57 VINE ST RR #2 BOX 680	PORT ROYAL	PA	17082	\$1,590
PATTERSON	EILEEN	1960 VENETIAN DRIVE	PASADENA	MD	21122	\$500
PERKINS	JO ANN	1000 PARKSIDE PLACE	FINDLAY	OH	45840	\$1,590
PEWOSKI	JON & MICHELLE	1226 BARBER ROAD	HASTINGS	MI	49058	\$1,500
POTTS	EUNICE	1919 TWINBROOKE DR.	HOUSTON	TX	77088	\$1,980
PRICE	CRYSTAL	875 FOUR SEASONS RD	RURAL RETREAT	VA	24368	\$300
RANKINE-BABB	JUNA	2116 CAMBRIDGE AVENUE	ATLANTA	GA	30337	\$2,490
RIVERA	RICHARD	33 OLLD STAGECOACH RD	REDDING	CT		\$1,690
RODGERS	TINA	6075 COUNTY ROAD H	DELTA	OH	43515	\$1,590
ROMAINE	SEAN	8040 ST. ANDREWS DRIVE	LAURINBURG	NC	28352	\$1,590
RUDOLPH	ROGER	386 ANI STREET	KAHULUI	HI	96732	\$2,600
RUSTON	BRADLEY	13511 WARDER COOURT	HUNTERSVILLE	NC	28078	\$795
RUVALCABA	SOCORRO	2209 MARINE STREET	NAPA	CA	94559	\$2,390
SADLER	JOHN	5 MIDFIELD LN	WILLINGBORO	NJ	08046	\$500
SANDE	DEAN	4002 E. 27TH STREET	TUCSON	AZ	85711	\$1,695
SCOTT	HORACE	635 SABLE VIEW LANE	ATLANTA	GA	30349	\$1,000
SHARP	ANDREA	1750 E COUNTY RD 550 N	PETERSBURG	IN		\$1,500
SHAY	MARC&PATRICIA	808 WILLOW AVENUE	PRIMOS	PA	19018	\$1,590
SIMMONS	LEQUITA	2939 MEADOW AVENUE	SHREVEPORT	LA	71108	\$1,000
SMITH	ROBERT	925 CURTIS AVENUE	CUYAHOGA FALLS	OH	44221	\$600
SOTO	SERGIO	158 LYND STREET	PERTH AMBOY	NJ	08861	\$1,590
SPOONER	FLORENE	172 PAINTERS ALLEY	PEMBROKE	GA	31321	\$1,300
STUDSTILL	TERRILL	779 SADDLEBROOK DRIVE	DALLAS	GA	30132	\$1,990
SULLIVAN	ALEXANDER	1909 WALTER RALEIGH	WINDCREST	TX	78239	\$1,000
SWEENEY	JENNIFER	11 SOUTHHAMPTON CT	ELKTON	MD		\$1,500
THOMPSON	PATRICIA	P.O. BOX 284	FOLSOM	LA	70437	\$1,100
TOUW	KENNETH	73450 HILLTOP ROAD	DESERT HOT SPRINGS	CA	92240	\$1,990
TROIA	MICHELE	91 N BREWSTER RD	BREWSTER	NY	10509	\$1,700
TRUAX	DARREN	2895 S. KILLARNEY WAY	AURORA	CO	80013	\$1,590
TRUEBLOOD	CHERYL	1917 NORHFIELD DRIVE	ST. LOUIS	MO	63114	\$850
TURNER	MATT	1304 TOTTEN AVENUE	SPOKANE	WA	99354	\$1,840
VAZQUEZ	JERRY L.	540 AVENIDA SEXTA #201	CLERMONT	FL	34714	\$1,590
VELA	IRENE	171 CARRIAGE WAY	KYLE	TX	78640	\$1,590
VITALONE	MILISSA	617 BRIDGEBORO STREET	RIVERSIDE	NJ	08075	\$1,100
WALTERS	AMY	1442 N I RD	BALWIN CITY	KS	66006	\$1,590
WHITING	JOHN	7496 S. KENDALL BLVD.	LITTLETON	CO	80128	\$1,590
WIDMEIER	PATRICIA	6481 S. 2350	WEST JORDAN	UT	84084	\$1,590
WILLIAMS	DEBBIE	8440 CODY DRIVE	BATON ROUGE	LA	70811	\$1,990
WINFIELD	RAELYNN	1114 E. PRINCETON	DEER PARK	TX	77536	\$795
WOOD	NATHANIEL	836 S 41ST ST	LOUISVILLE	KY	40211	\$2,390
Totals:		125				\$198,594