

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

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

**CASE NO.
DIVISION:**

Plaintiff,

v.

**FEDERAL VERIFICATION CO., INC.,
DBA GSA APPLICATION SERVICES, et al;
GSA 1000, LLC, DBA GSA PREVIEW; and
JAMES DALE SPRECHER, AN INDIVIDUAL,**

Defendants.

COMPLAINT FOR INJUNCTIVE AND OTHER STATUTORY RELIEF

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), sues Defendants, Federal Verification Co., Inc. dba GSA Application Services, et al (“Federal Verification” or the “Company”); GSA 1000, LLC dba GSA Preview (“GSA 1000”); and James Dale Sprecher, an individual (collectively referred to hereinafter as “Defendants”), and alleges:

JURISDICTION AND VENUE

1. This is an action for monetary, injunctive, and other equitable and statutory relief, brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”).

2. This court has jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes. The Office of the Attorney General seeks relief in an amount greater than Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs, and attorneys' fees.

3. The violations alleged herein affect more than one judicial circuit of the State of Florida.

4. Venue is proper in this court as the statutory violations alleged herein have occurred within Pinellas County. The principal place of business or places of business for Federal Verification and GSA 1000 are in Pinellas County. Defendant, James Dale Sprecher, is a resident of Florida, and resides in Pinellas County, Florida.

5. All other conditions precedent to this action have occurred.

THE PARTIES

6. Plaintiff is the enforcing authority of Chapter 501, Part II, Florida Statutes, and is authorized to bring this action and to seek injunctive and other statutory relief, including restitution and civil penalties.

7. Plaintiff has conducted an investigation of the matters alleged herein, and Attorney General Pam Bondi has determined that this enforcement action serves the public interest.

8. Defendant Federal Verification Co., Inc., at all times material hereto, has been and is a Florida corporation with its principal place of business at 3925 Tampa Road, Oldsmar, FL 34677; currently or formerly doing business as GSA Pittsburgh and GSA Pennsylvania, with offices at One Oxford Centre, 301 Grant St., Ste. 4300, Pittsburgh, PA 15219; doing business as GSA Greenville and GSA South Carolina at 7003 Pelham Rd., Ste. C, Greenville, SC 29615; and doing business as GSA Texas at 3901 Arlington Highlands Blvd., Ste 200, Arlington, TX 76108;

and doing business under other business names at numerous locations. Federal Verification has currently or formerly operated under the name of GSA Applications and numerous other fictitious or other names, including by way of example:

Advisory Associates	Gov DocuPrep, The	GSA Specialists
Advisory Organization, The	Government Awards Consulting	GSA Tampa
Alliance Publishing	Government Consulting Corp.	Increased Federal Solutions
American Strategy Consultants	Government Consulting Specialists	K&J's Managed Solutions
Bridgewater Consulting Group, The	Government Marketing Advisors	Market GSA
Commercial Connections & Research Center	Government Verification	National Government Specialists
Contract Award Services	GSA 1000	National GSA Consultants
Creative Concept Group, LLC	GSA Alliance	National Processing Center
GSA Processing Group	GSA Application Services	National Procurement Center
GSA South Carolina	GSA Awards	PCP Tampa Road, LLC
GSA Pennsylvania	GSA Consultants	Rapid GSA
GSA Applications	GSA Consultants Online	Service GSA
Express Procurement Group	GSA Dallas	Tampa Bay GSA
Fed Government Advisors	GSA Discount	Tampa GSA
Fed Government Consultant	GSA DocuPrep	Target GSA
Fed Government Consultants	GSA Government Consultants	The Lewisburg Group, Inc.
Fed Government Specialists	GSA Greenville	The Verification Co.
Federal Suppliers Guide	GSA London	Professional Government Preparations
Federal Suppliers Guide Inc.	GSA Pittsburgh	United Procurement Specialists
Federal Verification Co. Inc.	GSA Preview	United Strategy Consultants
FEMA Today	GSA Processors Co.	USA Strategy Group
GAC Offices (DC)	GSA Schedule Aid	US Consulting Specialists
GDI	GSA Schedule Service	

Defendant Federal Verification promotes its businesses through numerous websites, including:

americanstrategyconsultants.biz	gsapennsylvania.com
ccgbusiness.com	gsaprocessinggroup.com
ccgops.com	gsaprotege.com
contractawardservices.com	gsascheduleservice.com
gsaconsultantsonline.com	gsaspecialists.com
creativeconceptgroup.net	gsaspending.com
expressprocurementgroup.biz	gsasouthcarolina.com

fedgovadvisors.com	increased federal solutions.com
federalgovconsultant.com	marketgsa.com
fedspend.com	masgovernmentexpert.com
federalverification.com	national government advisors.com
fedgovspecialists.com	nationalgsa.com
govconsultingcorp.com	nationalprocessingconsultants.biz
govconsultants.biz/contact-us	nationalprocurementconsultants.com
govconsultingcorp.com	pittfedbiz.com
govdocapp	professionalgovernmentpreparations.com
govdocuprep.com	scfedbiz.com
govmarketingconsultants.com	servicegsa.com
govmarketexpert.com	thelewgroup.com
governmentcontractingsolutions.biz	thelewisburg_group.com
government marketing advisors	unitedprocurementspecialists.biz
gsa100.com	unitedstrategyadvisors.biz
gsaapplications.com	unitedstrategyadvisors.com
gsaconsultantsonline.com	unitedstrategyconsultants.com
gsadallas.com	usconsultingspecialists.com
gsadocprep.biz	usconsultingspecialists.biz
gsadocprep.com	washingtonandleeconsultinggroup.com
gsagreenville.com	winbids.org
gsagovconsultants.com	winbidspro.org
gsalondon.co.uk	

9. Defendant GSA 1000, at all times material hereto, has been and is a Florida limited liability company with its principal place of business at 3925 Tampa Road, Oldsmar, FL 34677; currently or formerly doing business as GSA Preview. GSA 1000 has conducted operations using common management, control, personnel, offices and business practices with Federal Verification.

10. Defendant James Dale Sprecher (“Sprecher”) is an individual and, at all times material hereto, has resided in Pinellas County, Florida. Sprecher directly participates in and manages, operates, and controls the operations of Federal Verification and GSA 1000 and, on information and belief, holds a direct or indirect interest in Federal Verification and GSA 1000.

11. At all times material hereto and at least within four (4) years before the filing of this action, Defendants, Federal Verification and GSA 1000, engaged in trade or commerce

within the definition of Section 501.203(8), Florida Statutes, by soliciting businesses in Florida and throughout the United States for U.S. General Services Administration (“GSA”) application and related services in furtherance of obtaining an award of a GSA Contract. Businesses are “consumers” within the definition of Section 501.203(7), Florida Statutes.

INTRODUCTION

12. Federal Verification and GSA 1000, based in Oldsmar, Florida, solicit businesses through telemarketing and offer to prepare and submit an application on behalf of their client businesses for an award of a GSA Contract, often referred to as a “GSA Schedule” or “GSA Contract.” A GSA Contract allows a business to sell goods and services to the federal government at pre-negotiated pricing.

13. Since 2010, the Attorney General’s Office has received over 200 customer complaints against Federal Verification, doing business as GSA Application Services, and other associated business names and entities, including GSA 1000, alleging misleading business practices. Numerous customers have complained that they paid substantial fees and were promised that they were qualified for and would be awarded a GSA Contract. Instead these customers have not been awarded a GSA Contract nor had their application completed, much less submitted to the GSA in the time promised. Other complaints have been received from customers whose applications were submitted, but were rejected by GSA as not qualified, despite being guaranteed by the Company that their businesses qualified for a GSA Contract.

14. As an overview, Federal Verification through numerous business names operates as follows:

- a. The Company solicits business through telemarketing and expressly claims to be the GSA or impliedly claims affiliation with GSA in offering GSA application services;

- b. The Company makes false and misleading representations as to the likelihood of a customer successfully obtaining a GSA Contract, including assuring the business that it qualifies for a five-year to twenty-year GSA Contract award and is likely to obtain it in sixty (60) days to six (6) months; that there are government-guaranteed minimum revenues upon a contract award; and a 100% guaranteed return on investment; and
- c. The Company collects advance fees from customers typically ranging from \$5,000 to \$8,000 and upwards to \$10,000, or substantial advance payments before beginning any services. The Company enrolls customers without diligent review of their circumstances, adequate disclosure of requirements pertaining to the customer or its products or services, or any regard as to the customer's meaningful probability of being awarded a GSA Contract.

15. Federal Verification conducts or has conducted business through more than sixty (60) fictitious business names, including, but not limited to, "GSA Applications," "Tampa GSA," and "GSA Processors," and more than fifty (50) websites. A number of these fictitious businesses list their business addresses in Washington, D.C., Virginia, or Maryland. The business names used to solicit new customers change frequently. Customers report that they have experienced difficulty in connecting the numerous unregistered fictitious names used by the Company, while trying to avoid hiring Federal Verification, and have engaged a firm unbeknownst to them to be part of the Company's operations.

DEFENDANTS' COURSE OF CONDUCT

U.S. General Services Administration or GSA Affiliation

16. Since at least 2009 and at least within four (4) years prior to the filing of this action and continuing, Federal Verification and GSA 1000 have solicited and telemarketed

businesses to offer GSA application services. Telemarketers capture the attention of prospective customers by claiming to be calling from the GSA, or identifying themselves as affiliated with “GSA Promotional Division,” or stating or implying a relationship with the GSA, such as “I am working on a program for the federal government.” During these solicitation calls, salespersons ask if the business would benefit from a government contract and then offer them GSA Contracts.

17. In numerous instances, salespersons located in and calling from Oldsmar, Florida falsely identify their location as a Washington D.C., Virginia, or Maryland location to make the offer for a GSA Contract seem more legitimate. By way of example, “GAC Offices (DC)” identifies its address as 1777 I Street, Washington, D.C., and “United Procurement Specialists” identifies its address as 211 N. Union, Suite 100, Alexandria, VA. The company names are frequently changed and salespersons are assigned various aliases and business names to use when selling the services. Emails exchanged between salespersons and businesses contain signature blocks further identifying their title as a “Sr. Federal Procurement Specialist.”

18. Numerous websites, over time, have presented Federal Verification services, specifically including “GSA Preview” with logos similar to or at least likely to be confused with the federal government websites. They have been admonished by the GSA for these practices and directed to include a disclaimer on their websites and refrain from implying a relationship with a federal agency. Federal Verification is not part of or affiliated with the GSA.

False and Misleading Representations as to Customer’s Likelihood of Successfully
Obtaining a GSA Contract and Generating Revenues

19. Federal Verification and GSA 1000 aggressively sell GSA application services through a sales process typically consisting of two phases: (1) the qualifier call; and (2) the sales closer call and communications, including emails exchanged between the salespersons and the

businesses. Before the Company begins any work, the customer's payment information is collected to facilitate immediate charge to the customer's credit card or bank account.

20. The qualifiers initiate cold calls to businesses of all types. These cold calls often begin with the qualifiers identifying themselves as GSA, or stating that they are working for GSA or the U.S. government. Callers entice the business by asking if they would be interested in a GSA Contract to increase their revenues, sometimes stating that the average GSA Schedule holder earns \$2 million or more a year. The qualifiers make a very limited inquiry about the business stating they need to ask a few questions to see if the business is qualified. Typically, the qualifiers ask one or more questions, which may include: a) the length of time in business, b) whether revenues exceed \$25,000 for the past two years, c) whether the principals of the business have had any felony charges or have filed bankruptcy; and d) if the business has \$7,500 in its budget to get a GSA Contract. In numerous instances, only a few questions are asked by the qualifiers, so long as the business is asked if it can afford the \$7,500 fee. The qualifier assures the business representative that the business qualifies for a GSA Contract to encourage an appointment with a "GSA specialist" or a "procurement specialist." The qualifier sets the appointment with a person the qualifier identifies as an "expert" with all information to enable the business to make an informed decision on seeking a GSA Contract. The qualifiers may also state that they make sure the business is qualified before they begin the application. The qualifiers receive commission based compensation.

21. During the sales closer call and frequently in follow-up emails and communications, which are sent to businesses to encourage a sale, Federal Verification or GSA 1000 reaffirms that the business qualifies for a GSA Contract. Furthermore, the Company's salespersons make inaccurate claims as to the Company's expertise in obtaining awards for a

GSA Contract, and bold sales claims involving the likelihood of success regarding an award, misrepresentation of timing, potential revenues, GSA Contract term, and exclusivity, including, by way of example, misleading statements that:

- a. the Company has a 97%+ approval rate or a high success rate;
- b. almost all the Company's customers are awarded GSA Contracts;
- c. the business is guaranteed to get a contract; the business has a GSA Contract; or words of similar import;
- d. the Company submits applications to GSA in 30-to-60 days, 60-to-90 days, or some other fairly short time period; similar claims appear on websites, such as the time frame for submittal takes an average of "three to four weeks" for most small companies;
- e. the customer can or will get a GSA Contract in 30 days, 60 days, 90 days, three to four months; or six months depending on the salesperson or the day; similar website claims state a time frame of "two to four months" from submittal to GSA contract;
- f. the government guarantees the business will make money;
- g. the customer will make money, including even before all fees are paid, if the \$2,500 to \$12,000 fee is split over a few months;
- h. the customer will get a "20 year" GSA contract, guaranteed;
- i. the government rotates work among businesses so the customer will obtain a portion of business;
- j. there are only a few slots available;

- k. the Company makes sure the business is qualified to get on a GSA schedule before the Company would even start the application, and
- l. the Company will give the customer a business reference of another firm that has used their services;

Salespersons or procurement specialists who close the sale are paid a commission.

22. Federal Verification and GSA 1000 make false and misleading statements and cannot substantiate their bold claims; these false and misleading statements include, for example, the following:

- a. the 97%+ approval rate or a high approval rate is false, or misleading at best and cannot be substantiated, and, customers are led to believe that almost all the Company's customers obtain GSA Contracts when, in fact, this is not true;
- b. the time frame represented for GSA application submissions is false, or misleading at best and cannot be substantiated. The time frames promised are not typical for what customers can expect to experience as numerous customers have experienced submission times of several months or years, if at all. Federal Verification has acknowledged to the Attorney General investigators that it typically does not submit applications in 30-60 days or short time periods represented.
- c. the time frame represented for customers to obtain a GSA Contract, from thirty days to six months is false, or misleading at best and cannot be substantiated. The Company does not typically obtain contracts for the few businesses that secure them in the short time represented, nor does the GSA typically process offers in

such short time frame, due to backlogs at GSA which are known to the Company and have been acknowledged to the Attorney General investigators;

- d. the Company's guarantee of a contract is false and cannot be substantiated, as the GSA Contract is awarded by the U.S. government agency, despite assertions of the Company's affiliations or close connections with GSA;
- e. the promise of Government guarantees of a customer's revenues is misleading inasmuch as the GSA maintains certain specific revenue and reporting requirements for a business to remain a contract holder, which are not disclosed to customers;
- f. a GSA Contract is analogous to a license to do business and in and of itself does not result in award of actual government work and resulting revenues;
- g. GSA does not award 20-year contracts;
- h. GSA does not rotate business among suppliers; exclusive regions are not available;
- i. GSA does not limit suppliers, thus the number of available contract slots is not limited;
- j. statements that a business is qualified to obtain a GSA Contract are misleading and are made without a reasonable basis, without diligence, and without adequate disclosure of award requirements or regard as to customer's meaningful probability of an award;
- k. a business reference, once contacted for verification, has refuted any connection to the company or any firm having assisted them with federal contracting; and

1. Federal Verification and GSA 1000 fail to complete and submit applications to GSA for a substantial portion or an overwhelming majority of their customers. An award is not obtained for all customers whose applications are submitted, and the remaining claims are unable to be substantiated as representative of typical experiences a customer can expect.

Unfair Collection of Advance Fees Without Regard to Business Customer's
Meaningful Ability to Obtain Award of a GSA Contract

23. A volume of businesses that were solicited and sold services by the Company did not qualify for an award of a GSA Contract. Salespersons systematically told virtually all the businesses solicited that they would or could obtain a GSA Contract. These businesses were repeatedly assured that they are qualified and would get a GSA Contract by the Company's qualifiers and salespersons during calls and email communications sent to these businesses in an effort to induce the sale, regardless of the type of business or the products or services to be offered for sale to the U.S. government. Federal Verification and GSA 1000 collected and retained significant fees from customers when they knew or should have known that customers had little or no realistic chance of an award of a GSA Contract. By way of example, general construction contractors or home builders were among the businesses solicited and sold services, when Federal Verification and GSA 1000 knew or should have known that GSA Contracts are not awarded to businesses that offer such services. It was common knowledge within Federal Verification that construction contractors or home builders could not qualify for a GSA Contract. Federal Verification solicited these businesses, agreed to perform, and collected fees anyway.

24. Architecture firms, real estate inspectors, janitorial services, plumbing services, information technology services with less than three (3) years' business and financial statements, without limitation, are examples of other businesses unable to obtain a GSA Contract at all or

under extremely limited circumstances usually tied to offer of other products or services. With the exception of information technology, these types of products and services typically are not the kind the government purchases through a GSA schedule contract, if at all. A number of these types of businesses were manipulated into signing up for GSA application services and paying substantial fees after being given false hope of a GSA Contract.

25. As the Company promoted its purported expertise with GSA contracting, the Company knew or should have known that the U.S. government does not award a GSA Contract for these specific products or services. The culture of the Company is to continue selling to businesses on the prospect of a GSA Contract so they could collect the money based on willful failures to disclose and deliberate misrepresentations.

26. Numerous customers complained to the Attorney General and directly to Federal Verification and GSA 1000 that they have not (1) obtained a GSA Contract; or (2) even had GSA application documents submitted to the GSA for consideration, as represented by the Company it would occur in a matter of a few months. Many customers express great frustration with the failure of Federal Verification to timely and accurately prepare their application as promised, and to submit it to the GSA after several months to more than two (2) years since paying hefty fees. Customers report being deceived and scammed. In a number of instances, customers allege that they later learned from the GSA that they could not have qualified for a GSA Contract from the outset, even after being told by Federal Verification that they qualified for or would get a GSA Contract. Customers also claim that they were not told about key GSA Contract award requirements pertaining to their business or the type of products or services, and, if they had been told, they would not have pursued a GSA Contract or paid the fee. In many known instances, the Company failed to disclose to customers detailed requirements relating to

the number of documented sales transactions or other necessary documents until well into the process, and after the customer paid the fee. Thus the Company withheld and failed to disclose material information relevant to a customer's informed decision to engage the Company.

INDIVIDUAL DEFENDANT SPRECHER

27. Defendant Sprecher, at all material times hereto, has directly participated in the conduct of Federal Verification and GSA 1000 and the deceptive and unfair acts and practices alleged herein, and further orchestrated, collaborated, and facilitated an operation, which has enabled and facilitated collection of unfair advance fees from numerous businesses enticed to hire these companies for GSA application services on the basis of false or misleading statements, or omissions material to the decision to purchase the services and other unfair acts and practices. Sprecher has been the executive manager and person in control of the operations of Federal Verification and GSA 1000 since at least 2009. Sprecher has the responsibility for hiring and firing the Company's personnel, making key business decisions, approving of advertising, sales claims, sales scripts or instructions, approving of the Company's policies regarding advertising, sales and specifically including sales to businesses which do not qualify to obtain a GSA Contract, billing, customer service, refund policies, and website content for Federal Verification and GSA 1000. Sprecher is identified as a signatory on the Company's bank account in September 2009 and is identified on another Company account as a director in June 2010.

28. Sprecher and a Federal Verification employee have met with the Attorney General's staff. A number of sales representations identified herein were discussed as deceptive and unsubstantiated, specifically, the success claims, therefore putting each person on actual notice that the sales claims are deceptive, but the same or similar claims continued.

29. At all times material hereto, Defendant Sprecher directly participated in the deceptive and unfair conduct of Defendants, Federal Verification and GSA 1000, alleged herein, or directed or controlled the practices and policies of Defendants, Federal Verification and GSA 1000, and had actual or constructive knowledge of the acts and practices alleged herein or exercised a reckless indifference to the conduct of these Defendants as alleged herein.

DECEPTIVE AND UNFAIR TRADE PRACTICES
CONDUCT VIOLATING CHAPTER 501, PART II, FLORIDA STATUTES

30. The Attorney General sues Defendants and alleges:

31. Paragraphs 1 through 29 are hereby realleged and incorporated herein by reference, as if fully set forth below.

32. As set forth in paragraphs 1 through 29 above, at all times material, but at least within four (4) years prior to the filing of the Complaint and continuing to the present, Defendants, Federal Verification, GSA 1000, and Sprecher, have engaged in and facilitated a pattern and practice of telemarketing and marketing, offering GSA application services, and Defendants, Federal Verification and GSA 1000, by and through at least dozens of fictitious business names and websites have represented, directly or indirectly, expressly or by implication, that businesses qualify for an award of a GSA Contract and by paying significant advance fees for Defendants' services, businesses will be able to obtain an award of a GSA Contract and generate revenues as a result thereof. Defendants further state that a business is qualified for a GSA Contract without having a reasonable basis for making such a statement and without diligent review and inquiry before unfairly collecting significant advance fees. In truth and fact, in numerous instances in which Defendants, Federal Verification and GSA 1000, have made representations as set forth herein in this paragraph and specifically paragraphs 13, 20, 21, 25, 26 businesses do not qualify for a GSA Contract and, by purchasing Defendants' services, the

businesses are not able to obtain a GSA Contract. In addition, Defendants made or assisted others in making material false statements and misrepresentations to businesses as to their likelihood of success in obtaining a GSA Contract and generating revenues, which led them to engage Defendants to perform the application services. Defendants' representations that businesses qualified and were likely to obtain a GSA Contract are false and misleading and constitute deceptive acts and practices in violation of Section 501.204, Florida Statutes. Thereby, Defendants have committed and are committing acts or practices in trade or commerce which shock the conscience, have engaged in or are engaging in representations, acts, practices, or omissions in trade or commerce which are material and which are likely to mislead consumers acting reasonably under the circumstances; and have engaged in or are engaging in acts or practices that are likely to cause substantial injury to consumers which are not reasonably avoidable by consumers themselves or outweighed by countervailing benefits to consumers or competition. Thus, Defendants have engaged in and continue to engage in unfair, or deceptive or unconscionable acts or practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

33. Defendants willfully engaged in and continue to engage in deceptive and unfair acts and practices in that Defendants knew or should have known that the methods, acts or practices alleged herein were and are unfair, or deceptive, or unconscionable or prohibited by law. Defendants knew or should have known the offending practices alleged herein were deceptive, including through being advised of such by the Attorney General, through receiving transmission of numerous complaints and supporting documentation from the Attorney General, through receiving correspondence from the GSA including documentation rejecting customer offers as not qualified for a GSA Contract, and Defendants' own employees acknowledging

before Defendants' managers, including Sprecher, that (1) customers' offers to obtain an award of a GSA Contract are not typically submitted to GSA within 30-60 days or the short time represented; and (2) GSA typically does not approve and award a GSA Contract within a few months, or within six (6) months after an offer is submitted, as often GSA has backlogs. Despite such acknowledgments, the representations or similar continued to be made by Federal Verification or GSA 1000.

34. As set forth above and in paragraphs 1 through 29, and paragraphs 31, 32, and 33 herein, Defendants have engaged in deceptive and unfair acts and practices in trade or commerce, in violation of Section 501.204(1), Florida Statutes.

35. Unless Defendants are permanently enjoined from engaging further in the acts and practices alleged herein, the continued activities of Defendants will result in irreparable injury to the public for which there is no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, respectfully requests this Court to:

1. Grant a temporary and permanent injunction against Defendants and their officers, agents, servants, employees, attorneys and those persons in active concert or participation with them who receive actual notice of this injunction, prohibiting such persons from, as specifically alleged above and any similar acts and practices and specifically enjoining Defendants, as follows:

A. Prohibiting Defendants from telemarketing or soliciting and directly or indirectly engaging new customers until further Order of this Court; and

B. Prohibiting Defendants from destroying, mutilating, concealing, altering, transferring, conveying, encumbering, or disposing of, in any manner, any property or information which has any connection to the operations of Defendants.

2. Appoint a temporary receiver for Defendants, Federal Verification Co., Inc. and GSA 1000, LLC, pursuant to Section 501.207(3), Florida Statutes, until further Order of the Court, to enable the temporary receiver to submit a preliminary report on Defendants' operations to the Court; or, in the alternative, appoint a monitor to report on Defendants' operations until further Order of the Court or for a thirty (30) day period, or such time period set by the Court to enable the monitor to submit a preliminary report to the Court.

3. Award such equitable or other relief as is just and appropriate pursuant to Section 501.207(3), Florida Statutes, including but not limited to restitution to customers, in accordance with Section 501.207(3), Florida Statutes.

4. Award disgorgement of all revenues and all interest or proceeds derived therefrom by Defendants as a result of transactions with customers, generated as a result of the unconscionable, unfair, or deceptive practices as set forth in this complaint, to be paid to the Attorney General for deposit into the General Revenue Fund.

5. Assess against Defendants civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) pursuant to Section 501.2075, Florida Statutes, or Fifteen Thousand Dollars (\$15,000.00) in cases involving senior citizens or handicapped persons, pursuant to Section 501.2077(2), Florida Statutes, for each violation of Chapter 501, Part II, Florida Statutes.

6. Impose reasonable restrictions on the future activities of Defendants.

7. Award costs to Plaintiff for all expenses in bringing and maintaining this action, including reasonable attorney's fees pursuant to Sections 501.2105 and 501.2075, Florida Statutes.

8. Waive the posting of a bond by Plaintiff in this action.

9. Grant such other and further relief as this Honorable Court deems just and proper, including, but not limited to, all other relief allowable under Section 501.207(3), Florida Statutes.

Respectfully submitted,

PAMELA JO BONDI
ATTORNEY GENERAL

/s/ Julia A. Harris

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