

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.: 05-07975 CACE (03)

vs.

ALL-IN-1 ENTERPRISES, INC.,
d/b/a TRI COUNTY PLUMBING
SERVICES, SUSAN GILBERT,
individually and as president and director
of ALL-IN-1 ENTERPRISES, INC.,
LESLIE B. GILBERT, individually and
as secretary and director of ALL-IN-1
ENTERPRISES, INC. and **RANDALL L.**
GILBERT, individually and as director
of ALL-IN-1 ENTERPRISES, INC.

Defendants.

CONSENT FINAL JUDGMENT

THIS CONSENT FINAL JUDGMENT was entered upon stipulation between Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA, (hereinafter referred to as the "ATTORNEY GENERAL") and Defendants, ALL-IN-1 ENTERPRISES, INC., SUSAN GILBERT, LESLIE B. GILBERT and RANDALL L. GILBERT. The Defendants and the ATTORNEY GENERAL have consented in writing to the jurisdiction of this Court and hereby consent to the relief provided by this order.

By express written consent of the aforementioned individual Defendants and corporate Defendant, this Court does hereby ORDER AND ADJUDGE:

I. JURISDICTION AND VENUE

1. A Complaint has been filed against the DEFENDANTS, pursuant to the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Fla. Stat. (2007). The complaint arose from an investigation wherein the Attorney General determined that an enforcement action served the public interest. The Attorney General had full authority to bring this action.

2. The complaint concerns actions taking place in more than one Circuit.

3. This Court has jurisdiction over the subject matter of this action pursuant to the provisions of FDUTPA. At all pertinent times, Defendants SUSAN GILBERT, LESLIE B. GILBERT and RANDALL L. GILBERT resided in Dade County, Florida.

4. The award of injunctive relief and other equitable relief is within the jurisdiction of the Circuit Court and the amounts in controversy meet the jurisdictional threshold of the Circuit Court.

5. Venue is proper in Broward County Florida.

II. SCOPE OF CONSENT FINAL JUDGMENT

6. Scope of Consent Final Judgment. The injunctive provisions of this Consent Final Judgment are entered pursuant to Chapter 501, Part II, Florida Statutes (2009), and are applicable to all Defendants and to any persons or entities acting in concert or participating with any of them, who have actual or constructive knowledge of this Consent Judgment.

III. INJUNCTIVE PROVISIONS

7. Defendants ALL-IN-1 ENTERPRISES, INC., SUSAN GILBERT, LESLIE B. GILBERT and RANDALL L. GILBERT, together with those persons in active concert or participation with any of them who receive actual notice of the Court's orders, shall be immediately and permanently enjoined and prohibited from engaging in any of the following activities:

(a) violating the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act (2009) (hereinafter, "FDUTPA");

(b) any business activity within Florida that involves acceptance of deposits in excess of \$100.00 regarding construction or plumbing prior to the completion of the work contracted. SUSAN GILBERT and LESLIE B. GILBERT may continue to operate All-In-1 Major Appliance Repairs, Inc.;

(c) any business activity with Florida residents concerning Florida property which involves acceptance of deposits from consumers regarding construction or plumbing; and

8. Each of the individual Defendants shall permanently surrender any and all Florida construction licenses or other licenses, or certifications obtained from the Florida Department of Business and Professional Regulation, or from any other state or local authority within Florida, including but not limited to CILB, and shall withdraw any and all pending requests for such licenses, and not seek any such Florida certificates or licenses, reinstatement or renewal of certificates or licenses, at any time in the future. This provision will not have any effect on the right of Defendant, RANDALL L. GILBERT, to maintain his license to practice law as a member of the Florida Bar. SUSAN GILBERT and LESLIE GILBERT may retain their certificates for air conditioning repair to permit them to continue to maintain ALL-IN-1 Major Appliance Repairs, Inc.

9. Defendant RANDALL GILBERT shall cease all business relations with Defendants SUSAN GILBERT and LESLIE GILBERT, as well as any company with which either of them are affiliated, employed or have an ownership interest. Neither he, nor any law firm he controls, will represent either SUSAN GILBERT or LESLIE

GILBERT, or any business with which they are affiliated in the prosecution of any collection matters, or any matter related to this action filed against the Defendants by the Plaintiff.

RANDALL GILBERT may represent LESLIE GILBERT and SUSAN GILBERT in any foreclosure action brought them by any institutional mortgage lender.

10. None of the Defendants shall participate in any type of educational programs, or presentations regarding any aspect of the construction or plumbing industry, as a speaker or presenter to members of the construction or plumbing industry. RANDALL GILBERT may participate as a speaker or presenter for the Florida Bar regarding construction only following his presentation of a copy of this Consent Judgment to the Florida Bar representative who seeks to have him act as a speaker or presenter. Proof of compliance with this provision shall be made available to the Plaintiff upon 10 days notice.

IV. MONETARY PROVISIONS

11. Restitution, Legal Fees and Costs. No judgment for restitution, legal fees or costs is entered against the Defendants in light of the voluntary payment received by Plaintiff from Defendants of the following sums simultaneously with the submission by Defendants of this Consent Final

Judgment, executed by Defendants and their legal counsel to Plaintiff:

a. \$104,841 to the Department of Legal Affairs Escrow Fund to be distributed to consumers as restitution by the Department. Distribution of the restitution will be in the complete discretion of the Office of the Attorney General, with any restitution which the Department is unable to pay to the consumers to revert to the Legal Affairs Trust Fund for future investigations;

b. \$175,000 in legal fees and costs to the Department of Legal Affairs Revolving Trust Fund.

12. Penalties A judgment for penalties of \$550,000.00 is awarded against Defendants ALL-IN-1 ENTERPRISES, INC. d/b/a TRICOUNTY PLUMBING SERVICES, SUSAN GILBERT and LESLIE B. GILBERT, jointly and severally. No judgment for penalties is entered against RANDALL L. GILBERT.

13. The fictitious name registration for Tri-County Plumbing Services will be cancelled by Defendants within one week of the entry of this Consent Final Judgment. Documentation of the cancellation will be provided by Defendants' counsel to Plaintiff's counsel within one week of the cancellation

14 The phone number 305-687-3747 no later than 10 days from

the entry of this judgment will no longer be answered by a person. Defendants are jointly responsible to assure the phone number is either withdrawn from use completely, not answered at all, or answered by a recording which will state only that TRI COUNTY PLUMBING SERVICES is no longer in business. This manner of handling phone calls to this number will continue as long as one of the Defendants have control of the phone number. None of the Defendants, or anyone on their behalf, will obtain or use this phone number for any purpose following the date of this consent order other than as set out in this paragraph.

15. None of the Defendants will create, or participate in, any business which attempts to avoid the effect of this Consent Final Judgment.

16. Preservation of the Rights of Other Government Agencies: 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 OFFICE OF THE FLORIDA ATTORNEY GENERAL. Moreover, nothing herein shall be construed to constitute a declaration on whether the CONSTRUCTION INDUSTRIES RECOVERY FUND must treat this Consent Final Judgment as equivalent to a personal money judgment, pursuant to §489.141, Fla. Stat.

V. ENFORCEMENT

17. Effective Date: The terms hereof shall become effective as of the date this Consent Final Judgment is entered by the court. The parties shall not be deemed to have consented to the entry of this Consent Final Judgment until all parties have signed the consents below. In the event the Attorney General does not accept the terms of the Consent Final Judgment, the funds received from Defendants upon delivery of the above described funds will be returned to legal counsel for the Defendants. Once the Consent Final Judgment has been signed by the judge, the parties agree the funds received by the Office of the Attorney General will become the property of the Department of Legal Affairs and the Defendants will no longer have any right to the return of the funds for any reason.

18. Defaults: In the event of a material default of any injunctive provision contained herein, the ATTORNEY GENERAL may enforce this consent order by mechanism of contempt or by any other mechanism permissible by law. In addition, if conduct which would constitute a violation of this agreement also constitutes a violation of law, the ATTORNEY GENERAL may exercise any other remedies provided by law, in order to fully address said conduct. Nothing herein shall be construed so as to

limit the ATTORNEY GENERAL's remedies upon default by one or more of the Defendants.

19. Construction. The parties jointly participated in the negotiation of the terms which are articulated within this consent judgment. No provision of this consent judgment shall be construed for or against either party on the grounds that one party or another was more heavily involved in the preparation of the Consent Judgment.

20. Modification. Jurisdiction is retained for the purpose of enabling any party to this Consent Final Judgment to apply to the Court at any time for such further orders and directions as might be necessary or appropriate for the modification, construction, or carrying out of the injunctive provisions of this Consent Final Judgment, or for the enforcement of and the punishment of violations of any provisions hereof. The parties agree there will be no modification of the funds paid by Defendants to the Department of Legal Affairs.

21. Consents to this judgment may be signed in counterpart.

ORDERED AND ADJUDGED in Broward County on this ____ day of

_____, 2010.

Mily Rodriguez Powell

AUG 18 2010

TRUE COPY

Circuit Court Judge

cc: Theresa Bland Edwards
Assistant Attorney General
110 SE 6th Street, 10th Floor
Fort Lauderdale, FL 33301
954-712-4600
943-712-4658

Gavin Caddy, Esq.
Gilbert & Caddy, P.A.
1720 Harrison Street, Suite B,
Hollywood, FL 33020
(954) 712-4600
(954) 712-4658 facsimile


CONSENT TO JUDGMENT

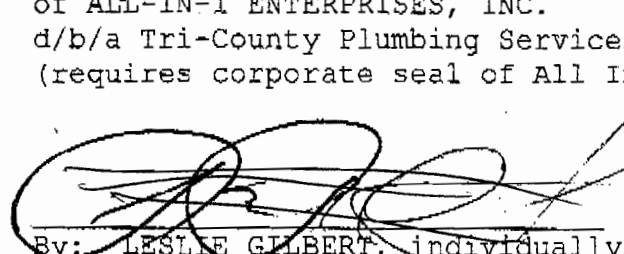
1. DEFENDANTS, SUSAN GILBERT, RANDALL L. GILBERT, and LESLIE GILBERT, acknowledge that they have read the foregoing Consent Final Judgment, are aware of their right to a trial in this matter and have waived that right.
2. DEFENDANTS SUSAN GILBERT, LESLIE B. GILBERT and RANDALL L. GILBERT, individually, and as representatives of ALL-In-1 Enterprises, Inc., admit the jurisdiction of the Court and consent to the entry of this Consent Final Judgment.
3. DEFENDANTS SUSAN GILBERT, LESLIE B. GILBERT and RANDALL L. GILBERT state that no promise of any kind or nature whatsoever (other than the written terms of this Consent Final Judgment) were made to induce them to enter into this Consent Final

Judgment, that they have entered into this Consent Final Judgment voluntarily, and that this Consent Final Judgment constitutes the entire agreement between the aforementioned parties and persons.

4. This Consent is signed in anticipation of final hearing and that the Consent Final Judgment will be submitted to the Court shortly after all parties have signed this Consent Final Judgment and the payments described above have been received by the Office of the Attorney General. The parties agree that the Consent Final Judgment, once executed by all parties and their counsel, will be submitted to the court for approval, without necessity of hearing, which is hereby WAIVED.

Signed this 15th day of August, 2010


By: SUSAN GILBERT, individually
and as President and Director
of ALL-IN-1 ENTERPRISES, INC.
d/b/a Tri-County Plumbing Services
(requires corporate seal of All In 1)


By: LESLIE GILBERT, individually
and as Secretary and Director of
ALL-IN-1 ENTERPRISES, INC.,
d/b/a Tri-County Plumbing Services
(requires corporate seal of All In 1)

am/ell 8/16/10
BY: RANDALL GILBERT, individually
1720 Harrison Street, Suite B,
Hollywood, FL 33020
(954) 712-4600
(954) 712-4658 facsimile

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, a notary public of the State of Florida appeared
SUSAN GILBERT, individually and as President of All-In-1
Enterprises, Inc. d/b/a Tri County Plumbing Services who is
either (Check One) _____ known to me or _____ who produced the
following identification: license.

[Signature]
NOTARY PUBLIC

AFFIX NOTARY SEAL



Josephine Brown
Commission # DD609655
Expires February 18, 2011
Bonded Troy Fair Insurance, Inc. 800-385-7019

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, a notary public of the State of Florida appeared
LESLIE B. GILBERT, individually and as Secretary and Director of
All-In-1 ENTERPRISES, INC. d/b/a Tri County Plumbing Services
who is either (Check One) _____ known to me or ☒ who
produced the following identification: license.

[Signature]
NOTARY PUBLIC



Josephine Brown
Commission # DD609655
Expires February 18, 2011
Bonded Troy Fair Insurance, Inc. 800-385-7019

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, a notary public of the State of Florida appeared

RANDALL L. GILBERT, who is either (Check One) known to me or
who produced the following identification: License.

NOTARY PUBLIC

By: ~~X~~ Gavin D. Caddy, Esq.
GILBERT & CADDY, P.A.
Counsel for Defendants
ALL-IN-1 ENTERPRISES, INC. d/b/a
TRI COUNTY PLUMBING SERVICES,
SUSAN GILBERT, LESLIE B. GILBERT
and RANDALL L. GILBERT,
1720 Harrison Street, Suite B,
Hollywood, FL 33020
(954) 712-4600
(954) 712-4658 facsimile



Josephine Brown
Commission # DD609655
Expires February 18, 2011
Bonded Troy Fain Insurance, Inc 800-385-7019

ACCEPTANCE BY ATTORNEY GENERAL'S OFFICE

The Office of the Attorney General Approves the Entry of this Consent Final Judgment to be entered against All-IN-1 ENTERPRISES, INC., SUSAN GILBERT, LESLIE B. GILBERT and RANDALL L. GILBERT:

Signed this 16th day of August, 2010.

Theresa Bland Edwards
Assistant Attorney General
110 SE 6th Street, 10th Floor
Fort Lauderdale, FL 33301

954-712-4600
943-712-4658

Signed this 17th day of August, 2010.

Robert A. Hannah
By: ROBERT HANNAH
Deputy Attorney General