

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

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

CASE No.: CACE-15-012403

**Plaintiff,**

**v.**

**FINANCIAL HELP SERVICES, INC., an  
Arkansas corporation registered in Florida  
as a Foreign Non-Profit Corporation,  
NATION WIDE CONSUMER DEBT  
RELIEF, INC., a Florida Profit  
Corporation, and BOBBY R.  
BLACKMON, an individual.**

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**COMPLAINT**

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT  
OF LEGAL AFFAIRS, STATE OF FLORIDA** (“Plaintiff” or the “Attorney  
General”), hereby sues defendants, **FINANCIAL HELP SERVICES, INC.**, an  
Arkansas Corporation registered in Florida as a Foreign Non-Profit Corporation,  
**NATION WIDE CONSUMER DEBT RELIEF, INC.**, a Florida Corporation,  
and **BOBBY R. BLACKMON**, an individual (“hereinafter collectively referred to  
as “**DEFENDANTS**”), and alleges as follows:

## **INTRODUCTION**

1. Defendants market and sell putative debt management and/or credit counseling services that claim to improve consumers' credit by assisting consumers reduce their debt faster than consumers would be able to without Defendants' services, as well as provide other benefits to consumers.

2. As part of these purported debt management and/or credit counseling services, Defendants claim to negotiate, typically low or no interest, repayment plans with consumers' creditors and then manage consumers' monthly payments to creditors pursuant to these repayment plans.

3. Despite collecting monthly payments from consumers, Defendants consistently fail to pay consumers' creditors and, at times, have failed to even negotiate a repayment plan for their clients.

4. Consequently, consumers who engage Defendants to proactively address consumers' credit and debt issues end up with delinquent accounts, large penalties, interest fees, and negative information on their credit records.

5. Adding insult to injury, these consumers, many of whom have limited economic means and are inexperienced in credit matters, remain responsible for the missed payments to their creditors and lose the money they paid to Defendants

for this purpose; funds consumers would otherwise have paid to creditors themselves.

6. More than three hundred (300) consumers have filed complaints for loses totaling approximately three hundred thousand dollars (\$300,000.00) to the Attorney General's Office, Better Business Bureau, the Florida Department of Agriculture against the Defendants

7. Plaintiff, the Attorney General, petitions this Court to enjoin Defendants' deliberate and systematic deceptive scheme to defraud consumers by diverting consumer payments to persons not entitled to these funds, as well as depriving consumers of the benefits associated with debt management programs, and hold Defendants liable for consumers' losses.

### **JURISDICTION AND VENUE**

8. This is an action for injunctive relief, equitable relief including restitution, rescission of contracts, and/or disgorgement of ill-gotten funds, attorneys' fees and costs, penalties and any other statutory relief available, pursuant to Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes and Civil Theft, §812.035, Fla. Stat.

9. Plaintiff is an enforcing authority of FDUTPA pursuant to §501.203(2), Fla. Stat., and is authorized to pursue this action to enjoin violations

of FDUTPA and to obtain legal relief, equitable relief, civil penalties, or other relief as may be appropriate by Sections 501.207, 501.2075 and 501.2077.

10. The Attorney General also has the authority to institute civil proceedings for violations of the theft statute (§ 812.014(5), Fla. Stat.) pursuant to § 812.035(5), Fla. Stat.

11. This Court has subject-matter jurisdiction pursuant to the provisions of FDUTPA §812.035, Fla. Stat. and §26.012, Fla. Stat.

12. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida.

13. The statutory violations alleged herein occurred during the past four (4) years.

14. Venue is proper in the Seventeenth Judicial Circuit as the statutory violations alleged herein occurred in Broward County, Florida.

15. At all material times, the principal place of business for Defendant Financial Help Services, Inc. (“FHS”) has been located in Broward County.

16. At all material times, the principal place of business of Defendant Nation Wide Consumer Debt Relief, Inc. (“Nation Wide”) has been located in Broward County.

17. Defendant Bobby R. Blackmon is an adult male over the age of eighteen and is *sui juris*. Upon information and belief, Defendant Blackmon is not in the military service and resides in Broward County, Florida.

18. Plaintiff has conducted an investigation, and the head of the enforcing authority, Attorney General Pam Bondi, has determined that an enforcement action serves the public interest, as required by §501.207(2), Fla. Stat. A copy of said determination is attached and incorporated herein as Plaintiff's **Exhibit A**.

### **DEFENDANTS**

19. Defendant Nation Wide Consumer Debt Relief, Inc. ("Nation Wide") is a for-profit corporation organized under the laws of Florida on or about May 10, 2006 with a principal place of business located in Broward County, Florida. Since on or about January 26, 2009, and continuing thereafter, Defendant Nation Wide's principal place of business has been reported as 2455 Hollywood Boulevard, Suite 213, Hollywood, Florida 33020.

20. At all times material to this complaint, Defendant Nation Wide advertised, solicited, offered and purportedly sold debt management and/or credit counseling services. Since Defendant Nation Wide's inception in 2006, and continuing thereafter, Defendant Blackmon has been the sole principal of Nation Wide.

21. Defendant Financial Help Services, Inc. (“FHS”) is a non-profit corporation organized under the laws of Arkansas on or about December 18, 1990. Thereafter, FHS applied for authorization to conduct its affairs in Florida on or about November 2, 2012. Beginning in or around 2013, Defendant Blackmon became the President of Defendant FHS. During the period material to this Complaint, Defendant FHS’ principal place of business has been registered with the Florida Department of State, Division of Corporations as the same address as Defendant Nation Wide. However, on the FHS websites, FHS’ address is listed as 6400 North Andrews Avenue, Suite 530, Fort Lauderdale, Florida 33309. At all times material to this complaint, FHS advertised, solicited, offered and purportedly sold debt management and/or credit counseling services.

22. Defendant Blackmon at all times material to this Complaint, has actively participated in, managed, controlled, has had the authority to control and/or actual or constructive knowledge of the operations and activities of Defendants Nation Wide and FHS.

23. Along these lines, Defendant Blackmon is the President of both Nation Wide and FHS and actively manages and supervises the day-to-day activities of the Defendant businesses. Furthermore, Defendant Blackmon personally participates in the solicitation and sale of Defendants’ purported services, customer relations calls, and makes the representations described herein.

Moreover, Defendant Blackmon entered into agreements with third-party vendors on behalf of the Defendant businesses.

24. At all times material to this Complaint, the Defendants engaged in trade or commerce within the definition of §501.203(8), Fla. Stat. The Defendants advertise, offer, solicit, and/or provide debt management services and/or credit counseling services, which constitute “goods, services and/or property” within the meaning of §501.203(8), Fla. Stat., at all times material hereto.

25. At all times material to this Complaint, Defendants FHS and Nation Wide operated as a credit counseling agency within the definition of §817.801(1) of Florida’s Credit Counseling Services Act, (Chapter 817 Part IV, §§817.801 – 817.806, Fla. Stat.).

26. At all times material to this Complaint, Defendants advertised, solicited, offered and sold purported credit counseling services within the definition of §817.801(4), Fla. Stat., of the Credit Counseling Act.

27. At all times material to this Complaint, Defendants Blackmon and Nation Wide advertised, solicited, offered and sold purported credit repair services within the definition of § 1679a(3) of the Credit Repair Organizations Act 15 U.S.C. Section 1679-1679j.

28. The Defendants, at all times material to this Complaint, possessed actual and/or constructive knowledge of, participated directly or indirectly, through

affiliates, agents, owners, employees, or other representatives in and/or controlled or had the authority to control the unfair and/or deceptive acts and practices described herein.

## **DEFENDANTS' ACTS AND PRACTICES**

### **Defendants' Business Operations**

29. Since at least 2006, and continuing thereafter, Defendant Blackmon, through his businesses Nation Wide and later FHS, has engaged in the business of providing purported debt management and/or credit counseling services to consumers in Florida and elsewhere. Defendants' services allegedly include confidential money management, debt reduction, and financial educational services, which include the enrollment of consumers into debt management programs (DMPs), as well as the management of consumer payments required by these DMPs.

30. DMPs are debt reduction plans in which creditors agree to assist consumers enrolled in a credit counseling agency's program manage their debt by offering a variety of debt management and credit enhancing tools including, but not limited to, lower interest rates, elimination of late and over-limit fees, and/or changing consumer's payment status from past-due to current. An additional benefit, which is especially attractive to consumers, is a significant reduction in consumers' monthly repayment amount.

### *Defendants' Organizational Structure*

31. Beginning around 2006, Defendant Blackmon offered and sold these purported services through Defendant Nation Wide, a for-profit corporation.

32. Subsequently, upon the advent of new credit counseling industry regulations, creditors would typically only agree to enter into DMPs with consumers who were enrolled in programs provided by non-profit credit counseling agencies.

33. In 2013, Defendant Blackmon began offering the same purported services Defendant Nation Wide advertised and/or sold to consumers through Financial Help Services, LLC, a non-profit corporation.

34. Additionally, in or about July 2013, Defendant Blackmon expanded his client base by purchasing debt management client service agreements from American Debt Counseling, Inc. ("ADC"), a Florida-based credit counseling organization.

35. Beginning in August 2013, and continuing thereafter, pursuant to the agreed assignment of ADC client accounts to FHS, Defendant FHS was responsible for payments to ADC clients' creditors.

### *Defendants' Putative Debt Management and Credit Counseling Services*

36. Defendants advertise, offer and sell purported debt management and/or credit counseling services that allegedly assist consumers with their credit

problems and manage their debt. Along these lines, Defendants represent that their services assist consumers who face financial hardships, such as large amounts of debt and/or an inability to make their debt payments on time. Defendants advise that their services, among other benefits, can lower consumers' debt-to-income ratio, which can assist consumers get approved for loans.

37. Defendants' services include enrolling consumers into DMPs and managing consumers' payments to creditors pursuant to these plans.

38. Once consumers are supposedly enrolled into a DMP, Defendants accept monthly payments from consumers, typically through automatic electronic fund transfers from consumers' bank accounts. Defendants are required by law to distribute consumers' funds to consumers' creditors within thirty (30) days.

39. Further, Defendants charge consumers monthly fees for DMP services which are deducted from consumers' monthly payments to Defendants. These monthly service fee amounts are limited by law.

### **Defendants' Failure to Provide Debt Management Program Services**

40. Consumers enter into service agreements with and make monthly payments to Defendants for DMP services so that consumers can pay down their debt, make timely payments to their creditors and avoid having their credit negatively impacted.

41. Despite withdrawing monthly fees from consumers' bank accounts, accepting other forms of consumer payments for DMP services, and charging consumers monthly service fees, Defendants have failed to enroll consumers into DMPs and/or failed to pay consumers' creditors pursuant to the consumers' DMP.

42. Instead, Defendants' divert funds paid by consumers, many of whom have limited financial means, for uses other than payment to consumers' creditors.

43. Additionally, in instances where Defendants have paid consumers' creditors, Defendants have failed to do so within thirty (30) days, as required by law. On numerous occasions, Defendants have failed to make payments for multiple consecutive months.

44. Since Defendant Blackmon became FHS' President, more than 250 consumers have submitted complaints against Defendant FHS for failure to enroll consumers in DMPs and/or failing to make payments to consumers' creditors.

45. Approximately, fifty (50) consumers have lodged similar complaints against Defendant Nation Wide during the past four years.

### **Defendants' False and Deceptive Acts and Practices**

#### ***Management of Clients' DMPs***

46. Based on Defendants' representations, described *supra*, consumers reasonably believe they will be enrolled into a DMP and that their monthly

payments to Defendants will be disbursed to their creditors within thirty (30) days, pursuant to Florida law and consumers' agreements with Defendants.

47. As a result of Defendants' above-described failure to pay consumers creditors, consumers are assessed late fees, penalties, and may have negative entries added to their credit reports. Even worse, consumers may no longer be able to participate in the DMP, are liable for the missed payments and typically lose the funds they paid to Defendants. In some instances, creditors have written off consumers' accounts, which negatively impacts consumers' credit records.

48. Consumers whose payments are not disbursed to their creditors receive notices and phone calls from these creditors regarding consumers' failure to make their monthly payments.

49. When consumers contact Defendants about Defendants' failure to disburse consumers' payments to creditors, Defendants falsely assure consumers that Defendants in fact paid consumers' creditors.

50. In some instances, Defendants support their bogus representations that consumers' funds have been paid to creditors by creating and providing to consumers false payment records which allegedly reflect consumers' outstanding credit balances and payments to creditors. Further, Defendants have failed to inform consumers that creditors have taken adverse actions which negatively impact consumers' credit as a result of Defendants' failure to pay these creditors.

51. Defendants' litany of excuses as to why the payments were not made, include but are not limited to, mistakes by the creditors and technical glitches with Defendants' systems. Defendants assure consumers that Defendants are handling the problem, and tell consumers that their credit and/or enrollment in the DMP will not be negatively affected.

52. Consumers, desperate to believe that their hard-earned money has not been lost and the credit history they are attempting to improve has not been harmed, rely on Defendants' false statements.

53. Consequently, consumers who engage Defendants' to proactively address consumers' credit and debt issues end up with delinquent accounts, large penalties, interest fees, and negative information on their credit records.

54. Adding insult to injury, these consumers, many of whom have limited financial resources, remain responsible for the missed payments to their creditors and lose the money they paid to Defendants for this purpose; funds consumers would otherwise have paid to creditors themselves.

55. Defendants continue to commit these unfair, deceptive and unconscionable acts and practices. To date, a significant number of consumers have fallen victim to Defendants' scheme.

***Credit Counseling Services: Failure to Provide Financial Educational Services***

56. Credit counseling services include confidential money management, debt reduction, and financial educational services. §817.801(2) Fla. Stat.

57. According to the Federal Trade Commission, the provision of DMP services alone does not constitute credit counseling.

58. Despite offering and selling purported credit counseling services to consumers, Defendants fail to provide consumers financial educational services and only purportedly offer and provide DMP services.

59. Based on Defendants' representations, consumers reasonably believe they will receive financial educational services as part of the credit counseling services they purchase from Defendants.

60. Furthermore, creditors agree to enter into DMPs with Defendants' clients with the understanding that the DMPs are just one part of a comprehensive credit counseling strategy and that Defendants' clients, many of whom are inexperienced in credit matters, are also receiving financial education services.

61. Defendants' failure to provide financial education services deprives consumers of a key component of the credit counseling services for which they paid Defendants.

***Defendants Blackmon and Nation Wide Diverted Debt Settlement Funds***

62. In addition to the above-described debt management services, Defendants Blackmon and Nation Wide provided purported debt settlement services to consumers who originally contracted with affiliate Consumer Care Debt Settlement Services LLC (“Consumer Care”). Consumer Care was incorporated on about April 21, 2009 and was dissolved on about September 28, 2012. Blackmon’s wife, Wendy Webber Blackmon, was Consumer Care’s sole manager and registered agent. Consumer Care listed its principal place of business and mailing address at the same suite of virtual offices as Defendant Nation Wide.

63. As early as 2011, Defendant Blackmon and Nation Wide provided services to Consumer Care client accounts, including receipt of consumer payments, and had control over the funds associated with these accounts.

64. Funds consumers paid to Defendant Nation Wide and/or Consumer Care to settle consumers’ debts were not used for that purpose and/or were appropriated to persons not entitled to the funds.

65. Defendants continue to commit these unfair, deceptive and unconscionable acts and practices. To date, approximately three hundred and seventy (370) consumers in Florida and elsewhere have fallen victim to

Defendants' scheme. Absent injunctive and other relief from this Court, numerous additional consumers will suffer harm as a result of Defendants' actions.

**DEFENDANTS' VIOLATIONS OF THE FLORIDA DECEPTIVE  
AND UNFAIR TRADE PRACTICES ACT  
CHAPTER 501, PART II, FLORIDA STATUTES ("FDUTPA")**

66. FDUTPA provides that "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Misrepresentations, false statements or omissions of material fact constitute deceptive acts or practices prohibited by FDUTPA.

67. Further, Section 501.203(3) (c), Fla. Stat., establishes that a violation of any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices is a per se violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

**COUNT I**

**PER SE FDUTPA VIOLATIONS BASED ON  
VIOLATIONS OF CREDIT COUNSELING SERVICES ACT  
817 PART IV, (§§ 817.801-817.806, FLA. STAT.)  
DEFENDANTS FHS, NATION WIDE AND BLACKMON**

68. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 67 as if fully set forth herein.

69. Florida Statute Chapter 817, Part IV (§§ 817.801-817.806, Fla. Stat.) regulates Credit Counseling Services (“Credit Counseling Act” or “Act”). Pursuant to §817.806(1) Fla. Stat., anyone who violates any provision of the Credit Counseling Act commits an unfair or deceptive trade practice as defined in Florida's Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Part II, Florida Statutes. Therefore, any violation of the Credit Counseling Act constitutes a *per se* violation of FDUTPA and is subject to the penalties and remedies provide for such violations.

70. The Credit Counseling Act defines a credit counseling organization as any organization providing debt management services or credit counseling services. §817.801(1), Fla. Stat.

71. To protect consumers’ credit record, history, and/or rating, any funds paid by a debtor to any person engaged in debt management or credit counseling services must disburse all funds received from a debtor, less any permitted fees, within 30 days after receipt of such funds. §817.805, Fla. Stat.

72. As described above, the Defendants charged consumers hundreds of thousands of dollars while representing that such funds would be used to pay consumers’ creditors. However, as detailed above, Defendants frequently did not pay consumers creditors within thirty (30) days and, in some instances, failed to pay consumers’ creditors altogether.

73. Therefore, pursuant to §817.806(1) Fla. Stat., Defendants failure to disburse all funds received from a debtor, less any permitted fees, within 30 days after receipt of such funds, constitutes a *per se* FDUTPA violation subject to the penalties and remedies provided for such violation.

**COUNT II**  
**DECEPTIVE AND UNFAIR TRADE PRACTICES**  
**CHAPTER 501, PART II FLORIDA STATUTES**  
**DEFENDANTS FHS, NATION WIDE AND BLACKMON**

74. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1 through 67 as if fully set forth hereinafter.

75. FDUTPA provides that “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.” Misrepresentations, false statements or omissions of material fact constitute deceptive acts or practices prohibited by FDUTPA.

**Misrepresentations Regarding Debt Management Services**

76. The Defendants and their representatives have made, and continue to make, false representations to numerous consumers, directly or indirectly, expressly or by implication, regarding the consumers’ DMPs.

77. Along these lines, Defendants have represented that Defendants enrolled consumers in creditor’s DMPs when Defendants, despite accepting

payments intended to be paid into a DMP, have not enrolled consumers for these services.

78. Additionally, Defendants have told consumers that Defendants made payments to consumers' creditors when such payments were not made. In fact, Defendants have gone as far as providing outstanding credit balances to consumers which purport to reflect Defendants' payments to creditors which, in reality, Defendants did not pay. Furthermore, Defendants failed to inform consumers that, as a result of Defendants' failure to make payments to the consumers' DMPs, the creditors have written off consumer accounts, which negatively impacts consumer credit records.

79. Defendants' false statements, misrepresentations and omissions mislead consumers, who reasonably believe that they are enrolled in debt management plans and/or that Defendants make payments to consumers' creditors pursuant to the consumers' agreements with Defendants.

### **Misrepresentations Regarding Credit Counseling Services**

80. The Act also defines credit counseling services as confidential money management, debt reduction, and financial educational services. §817.801(2), Fla. Stat.

81. According to the Federal Trade Commission, the provision of DMP services alone does not constitute credit counseling.

82. Despite offering and selling purported credit counseling services to consumers, Defendants fail to provide consumers financial educational services and only purportedly offer and provide DMP services.

83. Based on Defendants' representations, consumers and consumers' creditors reasonable believe consumers enrolled in Defendants' credit counseling programs will receive financial educational services.

84. Defendants' false statements, misrepresentations and omissions in the solicitation, marketing and provision of credit counseling services constitute FDUTPA violations.

85. The above-described acts and practices of the Defendants have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere.

86. As a result of the foregoing, Defendants have engaged in deceptive or unfair acts or practices in violation of FDUTPA.

**COUNT III**  
**CIVIL THEFT**  
**DEFENDANTS FHS, NATION WIDE AND BLACKMON**  
**SECTION 812.014 (1), FLA. STAT**

87. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 67 as if fully set forth herein.

88. Paragraph §812.014(1), Fla. Stat., provides that a person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the

property of another with the intent to, either temporarily or permanently: (a) deprive another person of a right to the property or a benefit from the property; or (b) appropriate the property to his or her own use or to the use of any person not entitled to the use of the property.

89. As described in detail above, consumer payments collected by the Defendants are obtained with the intent to deprive the victims of such property and/or are appropriated for the use of the Defendants and others not entitled to those funds. The Defendants' wrongful intent is manifest by their flagrant false statements and unconscionable representations that Defendants have paid consumers creditors, when concrete objective data clearly provides otherwise.

90. Paragraph §812.035(5), Fla. Stat., authorizes Plaintiff to seek relief for violations of §812.041, Fla. Stat., including ordering a defendant to divest himself of any interest in any enterprise and imposing reasonable restrictions on the future activities or investments of any Defendant.

91. The Defendants' actions have violated §812.014(1), Fla. Stat., and have deprived numerous consumers of the monies intended to be paid to consumers' creditors as part of a DMP and/or debt settlement program. These consumers are entitled to full restitution from the Defendants and any other relief prescribed by §812.041, Fla. Stat.

**COUNT IV**  
**PER SE FDUTPA VIOLATIONS BASED ON**  
**VIOLATIONS OF THE CREDIT REPAIR ORGANIZATIONS ACT**  
**15 U.S.C. §§ 1679-1679j**  
**DEFENDANTS NATION WIDE AND BLACKMON**

92. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 67 as if fully set forth herein.

93. Subparagraph 501.203(3)(c), Fla. Stat., establishes that a violation of any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices is a violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

94. The Credit Repair Organizations Act (“CRO Act”), 15 U.S.C. §§ 1679-1679j, as amended, protects the public from unfair or deceptive advertising and business practices by credit repair organizations. Therefore, any violation of the Act constitutes a *per se* violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

95. Defendants’ above-described representations suggest that Defendants’ can assist consumers avoid the negative consequences associated with late payments and improve consumers’ credit score by lowering outstanding balances faster than consumers could on their own by negotiating lower monthly payments for consumers.

96. Therefore, Defendants are a “credit repair organization” as defined by 15 U.S.C. §§ 1679 a(3)(A).

97. Defendants violated the CRO Act, by:

- a. Failing to provide a conspicuous statement in bold face type, in immediate proximity to the space reserved for the consumer’s signature on the contract pertaining to consumers’ three day right to cancel in Defendants’ service agreements. 15 U.S. Code § 1679d(b) (4); and/or
- b. Failing to provide a cancellation form, in duplicate, as required by 15 U.S. Code § 1679e(b) ; and/or
- c. Failing to provide consumers a written statement pertaining to consumers’ credit files rights, separate from any written contract or other agreement before any contract or agreement between the consumer and the credit repair organization is executed, required by 15 U.S. Code § 1679c(a). 15 U.S. Code § 1679c(b) ; and/or
- d. Attempting to obtain a waiver from any consumer of any protection provided by or any right of the consumer. 15 U.S.C. § 1679f(b).

98. Defendants' violations of the CRO Act, as described above, constitute *per se* violations of the provisions of Chapter 501, Part II of the Florida Statutes and are subject to the penalties and remedies provided for such violations.

### **CONSUMER INJURY**

99. Defendants' above-described acts and practices have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida.

100. In addition, Defendants have been unjustly enriched as a result of their deceptive acts or practices.

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

### **PRAYER FOR RELIEF**

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

- A. ENTER judgment against the Defendants for the foregoing unfair, deceptive and/or unconscionable act and practices that are in violation of FDUTPA.
- B. ENTER judgment against the Defendants for the foregoing acts and practices that constitute *per se* FDUTPA violations by violating the Credit

Repair Organizations Act (“Act”), 15 U.S.C. §§ 1679-1679j and the Florida Credit Counseling Act, 817 Part IV, §§ 817.801-817.806, Fla. Stat.

C. ENTER judgment against the Defendants for the foregoing acts and practices that constitute violations of the Theft Statute, §812.014 (1), Fla. Stat.

D. GRANT Plaintiffs such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of ongoing violations of law during the pendency of this action, including, but not limited to a temporary injunction against Defendants, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with the Defendants who receive actual notice of this injunction and enjoin Defendants from directly or indirectly marketing, soliciting, advertising, rendering, selling, engaging in or otherwise providing debt management and/or credit counseling services or services related to credit counseling in the State of Florida until a final judgment in this action is entered;

E. GRANT permanent injunctive relief against Defendants, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with the Defendants who receive actual notice of this injunction and enjoin Defendants from directly or indirectly marketing, soliciting, advertising, rendering, selling, engaging in or otherwise providing

debt management and/or credit counseling services or services related to credit counseling in the State of Florida;

F. AWARD full equitable restitution against the Defendants, jointly and severally, to all consumers who are shown to have been injured as a result of the Defendants' direct and/or *per se* violations of FDUTPA, pursuant to §501.207, Fla. Stat, and the Civil Theft Statute, §812.035(5), Fla. Stat.

G. ASSESS civil penalties against the Defendants, jointly and severally, in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by §501.2075, Fla. Stat., or enhanced civil penalties of Fifteen Thousand Dollars (\$15,000.00) for each victimized senior citizen, person with a disability, military service member or the spouse or dependent child of a military service member as proscribed by §501.2077, Fla. Stat., for each act or practice found to be in violation of FDUTPA.

H. AWARD attorneys' fees and costs against the Defendants, jointly and severally, pursuant to §501.2075, Fla. Stat., or as otherwise authorized by law.

I. AWARD such equitable or other relief against the Defendants as is just and appropriate pursuant to §§501.207 and 812.035(5), Fla. Stat.

J. ORDER that all property, real or personal, including money, used by the Defendants in the course of, intended for use in the course of, derived from,

or realized through conduct in violation of a provision of §§812.012-812.037 or §812.081 be forfeited to the State of Florida pursuant to §812.035(5), Fla. Stat.

K. ORDER an asset freeze pursuant to Florida Statutes Section 501.207(3) and Florida Rule of Civil Procedure 1.610.

L. APPOINT a Temporary Receiver for the Defendants' business activities with the full power of an equity receiver.

M. GRANT such other relief as this Honorable Court deems just and proper.

Dated this 27<sup>th</sup> day of July, 2015

Respectfully Submitted,

**PAMELA JO BONDI**  
**Attorney General of the State of Florida**

*Kristen Pesicek*

By: Kristen Pesicek

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an individual.**

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**DETERMINATION OF PUBLIC INTEREST**

**NOW COMES, PAMELA JO BONDI, ATTORNEY GENERAL, STATE OF  
FLORIDA, and states:**

1. Pursuant to Section 20.11, Florida Statutes, I am the head of the Department of Legal Affairs, State of Florida (hereinafter referred to as the Department).
2. In this matter, the Department seeks an injunction and other relief on behalf of one or more consumers caused by an act or practice performed in violation of Chapter 501, Part II, Florida Statutes and/or § 812.014(5), Fla. Stat.
3. I have reviewed this matter and I have determined that an enforcement action serves the public interest.

Dated this 28 day of May, 2015



**PAMELA JO BONDI  
ATTORNEY GENERAL  
STATE OF FLORIDA**