

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

**IN THE MATTER OF
STREAMLINE MORTGAGE SOLUTIONS, INC.**

CASE NO: L 05-3-1107

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes (2004), the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into the practices of STREAMLINE MORTGAGE SOLUTIONS, INC., in connection with its advertisement of mortgage products and/or services in the Hispanic newspaper “La Prensa.”

STREAMLINE MORTGAGE SOLUTIONS, INC. (hereinafter “Respondent”) is prepared to enter into this Assurance of Voluntary Compliance (hereinafter “AVC”), without any admission that it violated the law and for the purpose of resolution of this matter only, and the Deputy Attorney General, by and through the undersigned, being in agreement, does in this matter accept this Assurance of Voluntary Compliance in termination of this investigation, pursuant to F.S. § 501.207(6), and by virtue of the authority vested in the Office of the Attorney General by said statute, the following is agreed:

FACTUAL BASIS

1. Respondent is a privately-held for-profit company incorporated in the State of Florida with its principal place of business located at 1080 Woodcock Road, Suite 276, Orlando, FL 32803.

2. Respondent is a duly licensed (Lic.#: MBB 0505799) mortgage brokerage business pursuant to and in accordance with F.S. §§ 494.0025, 494.006-494.0077.

3. Respondent caused to be made and disseminated an advertisement of some of its

products and services which appeared in the July 21, 2005 issue of “La Prensa” in Spanish. The advertisement contained several representations of Respondent’s services. Among these representations appeared a table indicating in one column the monthly payment according to certain amounts financed. The principal amount financed was depicted in a another column in the table next to the corresponding monthly payment. A disclosure below the table indicated the finance rate upon which the monthly payment was based.

4. The Office of the Attorney General raised concerns about this advertisement because, it is alleged, 1) the table described in Paragraph 3 did not indicate the number of payments or length of the loan term, 2) the disclosure below the table was in English while the other statements in the advertisement were in Spanish, and 3) there was a lack of a sufficient disclosure as to whether the product(s) featured by the table was of a particular type of loan secured by a residential dwelling.

5. It is further alleged that the advertisement lacked sufficiently clear indication to potential customers regarding any fees associated with obtaining the loan, the maximum finance rate if such rate is variable, and the types of loan products available.

LEGAL BASIS

6. Florida’s Deceptive and Unfair Trade Practices Act (hereinafter “FDUTPA”) prohibits unfair and deceptive business practices in the conduct of any trade or commerce. F.S. § 501.201, *et. seq.* Trade or commerce includes “advertising, soliciting, providing, offering, or distributing... any good or service... or any other article, commodity, or thing of value...” F.S. § 501.203(8).

7. The Office of the Attorney General, Department of Legal Affairs, is the enforcement authority pursuant to F.S. § 501.203(2). A violation of FDUTPA includes any violation of “any

law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” F.S. § 501.203(3)(c).

8. At all times material hereto, Respondent was engaged in “trade or commerce,” as defined in F.S. § 501.203(8).

9. It is unlawful “for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement.” F.S. § 817.41(1). A misleading advertisement is defined as “any statement made, or disseminated, in oral, written, or printed form or otherwise, to or before the public, or any portion thereof, which are known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading...” F.S. § 817.40(5).

10. The stated purpose of the federal Truth In Lending Act (hereinafter “TILA”) is “to assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing and credit card practices.” 15 U.S.C. § 1601(b). To that end, both TILA and rules promulgated pursuant thereto (hereinafter “Regulation Z”) require disclosures of certain information to consumers by creditors.

11. TILA provides disclosure requirements for the advertisement of an open end credit plan. Among them, “No advertisement to aid, promote, or assist directly or indirectly the extension of consumer credit under an open end credit plan may set forth any of the specific terms of that plan unless it also clearly and conspicuously sets forth all of the following items: (1) any minimum or fixed amount which could be imposed, (2) ... the periodic rate expressed as annual percentage rates,[and] (3) any other term that the Board may by regulation require to be

disclosed.” 15 U.S.C. § 1663(1)-(3).

12. Regulation Z sets forth additional requirements for disclosures when advertizing an open end credit plan. Specifically for home equity plans, if an advertisement sets forth the payment terms of the plan, the following information must also be disclosed: 1) “any loan fee that is a percentage of the credit limit under the plan and an estimate of any other fees imposed for opening the plan, stated as a single dollar amount or a reasonable range,” 2) “any period rate used to compute the finance charge...,” and 3) “the maximum annual percentage rate that may be imposed in a variable-rate plan.” 12 C.F.R. § 226.16(d)(1)(i)-(iii).

GENERAL TERMS

13. Respondents make no admission of wrongdoing. In consideration for the fulfillment of the injunctive and monetary obligations set forth below, no civil penalties, as described and provided by F.S. § 501.2075, are to be imposed under this AVC. However, the Attorney General reserves the right to seek such penalties and other remedies as provided by FDUTPA for any future violation(s) of the injunctive terms contained within this agreement. Additionally, the Attorney General reserves the right to seek attorney’s fees and costs, additional to that which is provided below, upon default as defined herein, or upon any future non-compliance.

14. Upon entry of this AVC, the Office of the Attorney General agrees to discontinue its investigation into those activities of Respondent described specifically above. Notwithstanding any other provision of this agreement, the parties further agree that future violations of this AVC, or of Florida law, may subject Respondent and its officers, directors, and employees to any and all civil penalties and sanctions provided by law.

15. Nothing herein shall be construed as a waiver of any private rights, causes of action,

or remedies of any private person against Respondent, its officers, directors or employees.

16. The parties jointly participated in the negotiation of the terms which are articulated within this AVC. No provision of this AVC shall be construed for or against either party of the grounds that one party or another was more heavily involved in the preparation of the AVC.

17. All notices required hereunder shall be sufficient if given as follows:

As to the Office of the Attorney General:

Office of the Attorney General
Attn: Luis R. Guzman, Esq.
Assistant Attorney General
135 West Central Boulevard
Suite 1000
Orlando, FL 32801

As to Streamline Mortgage Solutions, Inc.

Streamline Mortgage Solutions, Inc.
Attn: George E. Carr, Esq.
Counsel for Streamline Mortgage Solutions,
Inc.
723 E. Colonial Drive
Suite 201
Orlando, FL 32803

18. This AVC shall become effective upon its execution by all persons whose signatures appear below. This document may be signed in counterpart.

19. No changes in the corporate name or structure of Respondent shall be made in an attempt to avoid the terms and conditions imposed by this agreement.

20. The terms and conditions of this AVC shall be made known to any an all present and future officers or managers of the Respondent.

21. Respondents and their representatives, agents, employees, or any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall not represent or imply that any advertisement or activity hereinafter used or engaged in by Respondents has been approved, in whole or in part by the Attorney General or any state agency or subdivision thereof. The Attorney General has not

approved any of Respondents' past, current or proposed marketing practices and no portion of this AVC shall be construed as such approval.

INJUNCTIVE TERMS

22. Respondent agrees that they will in good faith refrain from violating the following acts and practices:

- a. The provisions of FDUTPA , F.S. § 501.201, *et. seq.*;
- b. The prohibition of misleading advertisements as set forth and defined by F.S. §§ 817.40 and 817.41;

23. Respondent agrees that they will in good faith comply with the following statutes and regulations:

- a. The provisions of TILA, 15 U.S.C. § 1601, *et. seq.*, as applicable.
- b. The provisions of Regulation Z, 12 C.F.R. § 226.1, *et. seq.*, as applicable.
- c. The provisions of F.S. §§ 494.001-494.0077.
- d. The provisions of the Florida Fair Lending Act, F.S. §§ 494.0078-00797.

24. Respondent agrees to in good faith abide by the injunctive terms of this AVC by, in addition to the aforementioned terms, meeting the concerns expressed by the Office of the Attorney General as described in the factual basis above.

MONETARY TERMS

25. Upon their partial execution of this AVC, Respondents have delivered to Assistant Attorney General Luis R. Guzman a cashier's check totaling One Thousand Five Hundred Dollars (\$1,500.00) (hereinafter the "Settlement Funds"), made payable to the Florida Hurricane Relief Fund as a cash donation in lieu of the imposition of a civil penalty or reimbursement for

fees or costs.

26. Upon receipt of the partially executed AVC and accompanying Settlement Funds, Luis R. Guzman will sign the AVC and then forward it to the Deputy Attorney General, together with the Settlement Funds. The Deputy Attorney General has the final authority to approve or disapprove the entry of the AVC. Should the Deputy Attorney General or his authorized designee decline to authorize and execute this AVC, then the Settlement Funds will be promptly returned.

27. Notwithstanding any other provision of this agreement, no portion of the Settlement Funds shall be returned to the Respondents.

IN WITNESS THEREOF, the Respondent, Streamline Mortgage Solutions, Inc., has caused this AVC to be executed as a true act and deed, this _____ day of _____ 2005,

By our signatures, I/we hereby affirm that I/we are acting in our capacity and within our authority over Streamline Mortgage Solutions, Inc. and that I/we have full authority to bind Streamline Mortgage Solutions, Inc. to this agreement.

Brian Zimel
President

STATE OF _____

COUNTY OF _____

BEFORE ME, this _____ day of _____, 2005, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared _____, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on behalf of Streamline Mortgage Solutions, Inc.

NOTARY PUBLIC

(print, type or stamp commissioned name of Notary Public)

Personally known _____ or
Produced Identification _____
(check one)

Type of Identification Produced: _____

George E. Carr, Esq.
Counsel for Streamline Mortgage Solutions, Inc.
Florida Bar #: 205443

Luis R. Guzman, Esq.
Florida Bar # 0570613
Assistant Attorney General

Accepted this _____ day of _____, 2005.

OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, Florida 32399-1050
(850) 487-1963

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

**IN THE MATTER OF
HARD EQUITY LENDING LLC,
D/B/A SIMPLE HOME LOANS**

CASE NO: L 05-3-1109

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes (2004), the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into the practices of HARD EQUITY LENDING, LLC, D/B/A SIMPLE HOME LOANS, in connection with its advertisement of mortgage products and/or services in the Hispanic newspaper “La Prensa.”

HARD EQUITY LENDING, LLC, D/B/A SIMPLE HOME LOANS (hereinafter “Respondent”) is prepared to enter into this Assurance of Voluntary Compliance (hereinafter “AVC”), without any admission that it violated the law and for the purpose of resolution of this matter only, and the Deputy Attorney General, by and through the undersigned, being in agreement, does in this matter accept this Assurance of Voluntary Compliance in termination of this investigation, pursuant to F.S. § 501.207(6), and by virtue of the authority vested in the Office of the Attorney General by said statute, the following is agreed:

FACTUAL BASIS

1. Respondent is a privately-held for-profit company incorporated in the State of Florida with its principal place of business located at One South Orange Avenue, Suite 401, Orlando, FL 32801.

2. Respondent is a duly licensed (Lic.#: CL 0501721) correspondent mortgage lender pursuant to and in accordance with F.S. §§ 494.0025, 494.006-494.0077.

3. Respondent caused to be made and disseminated an advertisement of some of its products and services which appeared in the July 21, 2005 issue of “La Prensa” in Spanish. The advertisement contained several representations of Respondent’s services. Among these representations appeared a table indicating in one column the monthly payment according to certain amounts financed. The principal amount financed was depicted in a another column in the table next to the corresponding monthly payment. A disclosure below the table indicated the finance rate upon which the monthly payment was based.

4. The Office of the Attorney General raised concerns about this advertisement because, it is alleged, 1) the table described in Paragraph 3 did not indicate the number of payments or length of the loan term, 2) the disclosure below the table was in English while the other statements in the advertisement were in Spanish, and 3) there was a lack of a sufficient disclosure as to whether the product(s) featured by the table was of a particular type of loan secured by a residential dwelling.

5. It is further alleged that the advertisement lacked sufficiently clear indication to potential customers regarding any fees associated with obtaining the loan, the maximum finance rate if such rate is variable, and the types of loan products available.

LEGAL BASIS

6. Florida’s Deceptive and Unfair Trade Practices Act (hereinafter “FDUTPA”) prohibits unfair and deceptive business practices in the conduct of any trade or commerce. F.S. § 501.201, *et. seq.* Trade or commerce includes “advertising, soliciting, providing, offering, or distributing... any good or service... or any other article, commodity, or thing of value...” F.S. § 501.203(8).

7. The Office of the Attorney General, Department of Legal Affairs, is the enforcement

authority pursuant to F.S. § 501.203(2). A violation of FDUTPA includes any violation of “any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” F.S. § 501.203(3)(c).

8. At all times material hereto, Respondent was engaged in “trade or commerce,” as defined in F.S. § 501.203(8).

9. It is unlawful “for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement.” F.S. § 817.41(1). A misleading advertisement is defined as “any statement made, or disseminated, in oral, written, or printed form or otherwise, to or before the public, or any portion thereof, which are known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading...” F.S. § 817.40(5).

10. The stated purpose of the federal Truth In Lending Act (hereinafter “TILA”) is “to assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing and credit card practices.” 15 U.S.C. § 1601(b). To that end, both TILA and rules promulgated pursuant thereto (hereinafter “Regulation Z”) require disclosures of certain information to consumers by creditors.

11. TILA provides disclosure requirements for the advertisement of an open end credit plan. Among them, “No advertisement to aid, promote, or assist directly or indirectly the extension of consumer credit under an open end credit plan may set forth any of the specific terms of that plan unless it also clearly and conspicuously sets forth all of the following items: (1) any minimum or fixed amount which could be imposed, (2) ... the periodic rate expressed as

annual percentage rates,[and] (3) any other term that the Board may by regulation require to be disclosed.” 15 U.S.C. § 1663(1)-(3).

12. Regulation Z sets forth additional requirements for disclosures when advertizing an open end credit plan. Specifically for home equity plans, if an advertisement sets forth the payment terms of the plan, the following information must also be disclosed: 1) “any loan fee that is a percentage of the credit limit under the plan and an estimate of any other fees imposed for opening the plan, stated as a single dollar amount or a reasonable range,” 2) “any period rate used to compute the finance charge...,” and 3) “the maximum annual percentage rate that may be imposed in a variable-rate plan.” 12 C.F.R. § 226.16(d)(1)(i)-(iii).

GENERAL TERMS

13. Respondents make no admission of wrongdoing. In consideration for the fulfillment of the injunctive and monetary obligations set forth below, no civil penalties, as described and provided by F.S. § 501.2075, are to be imposed under this AVC. However, the Attorney General reserves the right to seek such penalties and other remedies as provided by FDUTPA for any future violation(s) of the injunctive terms contained within this agreement. Additionally, the Attorney General reserves the right to seek attorney’s fees and costs, additional to that which is provided below, upon default as defined herein, or upon any future non-compliance.

14. Upon entry of this AVC, the Office of the Attorney General agrees to discontinue its investigation into those activities of Respondent described specifically above. Notwithstanding any other provision of this agreement, the parties further agree that future violations of this AVC, or of Florida law, may subject Respondent and its officers, directors, and employees to any and all civil penalties and sanctions provided by law.

15. Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person against Respondent, its officers, directors or employees.

16. The parties jointly participated in the negotiation of the terms which are articulated within this AVC. No provision of this AVC shall be construed for or against either party of the grounds that one party or another was more heavily involved in the preparation of the AVC.

17. All notices required hereunder shall be sufficient if given as follows:

As to the Office of the Attorney General:

Office of the Attorney General
Attn: Luis R. Guzman, Esq.
135 West Central Boulevard
Suite 1000
Orlando, FL 32801

As to Hard Equity Lending, LLC.

Hard Equity Lending, LLC
Attn: Javier Zeballos
One South Orange Avenue
Suite 401
Orlando, FL 32801

18. This AVC shall become effective upon its execution by all persons whose signatures appear below. This document may be signed in counterpart.

19. No changes in the corporate name or structure of Respondent shall be made in an attempt to avoid the terms and conditions imposed by this agreement.

20. The terms and conditions of this AVC shall be made known to any an all present and future officers or managers of the Respondent.

21. Respondents and their representatives, agents, employees, or any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall not represent or imply that any advertisement or activity hereinafter used or engaged in by Respondents has been approved, in whole or in part by the Attorney General or any state agency or subdivision thereof. The Attorney General has not

approved any of Respondents' past, current or proposed marketing practices and no portion of this AVC shall be construed as such approval.

INJUNCTIVE TERMS

22. Respondents agree that they will comply with and refrain from violating the following acts and practices:

- a. The provisions of FDUTPA , F.S. § 501.201, *et. seq.*;
- b. The prohibition of misleading advertisements as set forth and defined by F.S. §§ 817.40 and 817.41;
- c. The provisions of TILA, 15 U.S.C. § 1601, *et. seq.*, as applicable.
- d. The provisions of Regulation Z, 12 C.F.R. § 226.1, *et. seq.*, as applicable.
- e. The provisions of F.S. §§ 494.001-494.0077.
- f. The provisions of the Florida Fair Lending Act, F.S. §§ 494.0078-00797.

MONETARY TERMS

23. Upon their partial execution of this AVC, Respondents have delivered to Assistant Attorney General Luis R. Guzman a cashier's check totaling One Thousand Five Hundred Dollars (\$1,500.00) (hereinafter the "Settlement Funds"), made payable to the Florida Hurricane Relief Fund as a cash donation in lieu of the imposition of a civil penalty or reimbursement for fees or costs.

24. Upon receipt of the partially executed AVC and accompanying Settlement Funds, Luis R. Guzman will sign the AVC and then forward it to the Deputy Attorney General, together with the Settlement Funds. The Deputy Attorney General has the final authority to approve or disapprove the entry of the AVC. Should the Deputy Attorney General or his authorized designee

decline to authorize and execute this AVC, then the Settlement Funds will be promptly returned.

25. Notwithstanding any other provision of this agreement, no portion of the Settlement Funds shall be returned to the Respondents.

IN WITNESS THEREOF, the Respondent, Hard Equity Lending, LLC d/b/a Simple Home Loans, has caused this AVC to be executed as a true act and deed, this _____ day of _____ 2005,

By our signatures, I/we hereby affirm that I/we are acting in our capacity and within our authority over Hard Equity Lending, LLC d/b/a Simple Home Loans and that I/we have full authority to bind Hard Equity Lending, LLC d/b/a Simple Home Loans to this agreement.

Javier Zeballos
Manager

STATE OF _____

COUNTY OF _____

BEFORE ME, this _____ day of _____, 2005, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared _____, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on behalf of Hard Equity Lending, LLC d/b/a Simple Home Loans.

NOTARY PUBLIC

(print, type or stamp commissioned name of Notary Public)

Personally known _____ or
Produced Identification _____
(check one)

Type of Identification Produced: _____

Luis R. Guzman, Esq.
Florida Bar # 0570613
Assistant Attorney General

Accepted this _____ day of _____, 2005.

Deputy Attorney General
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, Florida 32399-1050
(850) 487-1963

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

**IN THE MATTER OF
PREMIER MORTGAGE FUNDING, INC.**

CASE NO: L 05-3-1110

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes (2004), the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into the practices of PREMIER MORTGAGE FUNDING, INC., in connection with its advertisement of mortgage products and/or services in the Hispanic newspaper “La Prensa.”

PREMIER MORTGAGE FUNDING, INC. (hereinafter “Respondent”) is prepared to enter into this Assurance of Voluntary Compliance (hereinafter “AVC”), without any admission that it violated the law and for the purpose of resolution of this matter only, and the Deputy Attorney General, by and through the undersigned, being in agreement, does in this matter accept this Assurance of Voluntary Compliance in termination of this investigation, pursuant to F.S. § 501.207(6), and by virtue of the authority vested in the Office of the Attorney General by said statute, the following is agreed:

FACTUAL BASIS

1. Respondent is a privately-held for-profit company incorporated in the State of Florida with its principal place of business located at 3001 Executive Drive, Suite 330, Clearwater, FL 33762.
2. Respondent is a duly licensed (Lic.#: ML 0500620) mortgage lender pursuant to and in accordance with F.S. §§ 494.0025, 494.006-494.0077.
3. Respondent caused to be made and disseminated an advertisement of some of its

products and services which appeared in the July 21, 2005 issue of “La Prensa” in Spanish. The advertisement contained several representations of Respondent’s services. Among these representations appeared a table indicating in one column the monthly payment according to certain amounts financed. The principal amount financed was depicted in a another column in the table next to the corresponding monthly payment. A disclosure below the table indicated the finance rate upon which the monthly payment was based.

4. The Office of the Attorney General raised concerns about this advertisement because, it is alleged, the table described in Paragraph 3 did not indicate the number of payments or length of the loan term and there was a lack of a sufficient disclosure as to whether the product(s) featured by the table was of a particular type of loan secured by a residential dwelling.

5. It is further alleged that the advertisement lacked sufficiently clear indication to potential customers regarding any fees associated with obtaining the loan, the maximum finance rate if such rate is variable, and the types of loan products available.

LEGAL BASIS

6. Florida’s Deceptive and Unfair Trade Practices Act (hereinafter “FDUTPA”) prohibits unfair and deceptive business practices in the conduct of any trade or commerce. F.S. § 501.201, *et. seq.* Trade or commerce includes “advertising, soliciting, providing, offering, or distributing... any good or service... or any other article, commodity, or thing of value...” F.S. § 501.203(8).

7. The Office of the Attorney General, Department of Legal Affairs, is the enforcement authority pursuant to F.S. § 501.203(2). A violation of FDUTPA includes any violation of “any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” F.S. § 501.203(3)(c).

8. At all times material hereto, Respondent was engaged in “trade or commerce,” as defined in F.S. § 501.203(8).

9. It is unlawful “for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement.” F.S. § 817.41(1). A misleading advertisement is defined as “any statement made, or disseminated, in oral, written, or printed form or otherwise, to or before the public, or any portion thereof, which are known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading...” F.S. § 817.40(5).

10. The stated purpose of the federal Truth In Lending Act (hereinafter “TILA”) is “to assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing and credit card practices.” 15 U.S.C. § 1601(b). To that end, both TILA and rules promulgated pursuant thereto (hereinafter “Regulation Z”) require disclosures of certain information to consumers by creditors.

11. TILA provides disclosure requirements for the advertisement of an open end credit plan. Among them, “No advertisement to aid, promote, or assist directly or indirectly the extension of consumer credit under an open end credit plan may set forth any of the specific terms of that plan unless it also clearly and conspicuously sets forth all of the following items: (1) any minimum or fixed amount which could be imposed, (2) ... the periodic rate expressed as annual percentage rates,[and] (3) any other term that the Board may by regulation require to be disclosed.” 15 U.S.C. § 1663(1)-(3).

12. Regulation Z sets forth additional requirements for disclosures when advertizing an

open end credit plan. Specifically for home equity plans, if an advertisement sets forth the payment terms of the plan, the following information must also be disclosed: 1) “any loan fee that is a percentage of the credit limit under the plan and an estimate of any other fees imposed for opening the plan, stated as a single dollar amount or a reasonable range,” 2) “any period rate used to compute the finance charge...,” and 3) “the maximum annual percentage rate that may be imposed in a variable-rate plan.” 12 C.F.R. § 226.16(d)(1)(i)-(iii).

GENERAL TERMS

13. Respondents make no admission of wrongdoing. In consideration for the fulfillment of the injunctive and monetary obligations set forth below, no civil penalties, as described and provided by F.S. § 501.2075, are to be imposed under this AVC. However, the Attorney General reserves the right to seek such penalties and other remedies as provided by FDUTPA for any future violation(s) of the injunctive terms contained within this agreement. Additionally, the Attorney General reserves the right to seek attorney’s fees and costs, additional to that which is provided below, upon default as defined herein, or upon any future non-compliance.

14. Upon entry of this AVC, the Office of the Attorney General agrees to discontinue its investigation into those activities of Respondent described specifically above. Notwithstanding any other provision of this agreement, the parties further agree that future violations of this AVC, or of Florida law, may subject Respondent and its officers, directors, and employees to any and all civil penalties and sanctions provided by law.

15. Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person against Respondent, its officers, directors or employees.

16. The parties jointly participated in the negotiation of the terms which are articulated

within this AVC. No provision of this AVC shall be construed for or against either party of the grounds that one party or another was more heavily involved in the preparation of the AVC.

17. All notices required hereunder shall be sufficient if given as follows:

As to the Office of the Attorney General:

Office of the Attorney General
Attn: Luis R. Guzman, Esq.
Assistant Attorney General
135 West Central Boulevard
Suite 1000
Orlando, FL 32801

As to Premier Mortgage Funding, Inc.:

Premier Mortgage Funding, Inc.
Attn: Benjamin J. Mollo, Esq.
Counsel for Premier Mortgage Funding, Inc.
3001 Executive Drive
Suite 330
Clearwater, FL 33762

18. This AVC shall become effective upon its execution by all persons whose signatures appear below. This document may be signed in counterpart.

19. No changes in the corporate name or structure of Respondent shall be made in an attempt to avoid the terms and conditions imposed by this agreement.

20. The terms and conditions of this AVC shall be made known to any an all present and future officers or managers of the Respondent.

21. Respondents and their representatives, agents, employees, or any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall not represent or imply that any advertisement or activity hereinafter used or engaged in by Respondents has been approved, in whole or in part by the Attorney General or any state agency or subdivision thereof. The Attorney General has not approved any of Respondents' past, current or proposed marketing practices and no portion of this AVC shall be construed as such approval.

INJUNCTIVE TERMS

22. Respondents agree that they will comply with and refrain from violating the following acts and practices:

- a. The provisions of FDUTPA , F.S. § 501.201, *et. seq.*;
- b. The prohibition of misleading advertisements as set forth and defined by F.S. §§ 817.40 and 817.41;
- c. The provisions of TILA, 15 U.S.C. § 1601, *et. seq.*, as applicable.
- d. The provisions of Regulation Z, 12 C.F.R. § 226.1, *et. seq.*, as applicable.
- e. The provisions of F.S. §§ 494.001-494.0077.
- f. The provisions of the Florida Fair Lending Act, F.S. §§ 494.0078-00797.

MONETARY TERMS

23. Upon their partial execution of this AVC, Respondents have delivered to Assistant Attorney General Luis R. Guzman a cashier's check totaling One Thousand Five Hundred Dollars (\$1,500.00) (hereinafter the "Settlement Funds"), made payable to the Florida Hurricane Relief Fund as a cash donation in lieu of the imposition of a civil penalty or reimbursement for fees or costs.

24. Upon receipt of the partially executed AVC and accompanying Settlement Funds, Luis R. Guzman will sign the AVC and then forward it to the Deputy Attorney General, together with the Settlement Funds. The Deputy Attorney General has the final authority to approve or disapprove the entry of the AVC. Should the Deputy Attorney General or his authorized designee decline to authorize and execute this AVC, then the Settlement Funds will be promptly returned.

25. Notwithstanding any other provision of this agreement, no portion of the Settlement

Funds shall be returned to the Respondents.

IN WITNESS THEREOF, the Respondent, Premier Mortgage Funding, Inc., has caused this AVC to be executed as a true act and deed, this _____ day of _____ 2005,

By our signatures, I/we hereby affirm that I/we are acting in our capacity and within our authority over Premier Mortgage Funding, Inc. and that I/we have full authority to bind Premier Mortgage Funding, Inc. to this agreement.

Jeremy Lube

STATE OF _____

COUNTY OF _____

BEFORE ME, this _____ day of _____, 2005, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared _____, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on behalf of Premier Mortgage Funding, Inc.

NOTARY PUBLIC

(print, type or stamp commissioned name of Notary Public)

Personally known _____ or
Produced Identification _____
(check one)

Type of Identification Produced: _____

Benjamin J. Mollo, Esq.
Florida Bar # 12613
Counsel for Premier Mortgage Funding, Inc.

Luis R. Guzman, Esq.
Florida Bar # 0570613
Assistant Attorney General

Accepted this _____ day of _____, 2005.

Deputy Attorney General
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, Florida 32399-1050
(850) 487-1963

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

**IN THE MATTER OF
CFL HOME EQUITY, INC.**

CASE NO: L 05-3-1111

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes (2004), the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into the practices of CFL HOME EQUITY, INC., in connection with its advertisement of mortgage products and/or services in the Hispanic newspaper “La Prensa.”

CFL HOME EQUITY, INC. (hereinafter “Respondent”) is prepared to enter into this Assurance of Voluntary Compliance (hereinafter “AVC”), without any admission that it violated the law and for the purpose of resolution of this matter only, and the Deputy Attorney General, by and through the undersigned, being in agreement, does in this matter accept this Assurance of Voluntary Compliance in termination of this investigation, pursuant to F.S. § 501.207(6), and by virtue of the authority vested in the Office of the Attorney General by said statute, the following is agreed:

FACTUAL BASIS

1. Respondent is a privately-held for-profit company incorporated in the State of Florida with its principal place of business located at 1001 North Lake Destiny Road, Suite 125, Maitland, FL 32751.
2. Respondent is a duly licensed (Lic.#: CLB 0501464) correspondent mortgage lender pursuant to and in accordance with F.S. §§ 494.0025, 494.006-494.0077.
3. Respondent caused to be made and disseminated an advertisement of some of its

products and services which appeared in the July 21, 2005 issue of “La Prensa” in Spanish. The advertisement contained several representations of Respondent’s services. Among these representations appeared a table indicating in one column the monthly payment according to certain amounts financed. The principal amount financed was depicted in a another column in the table next to the corresponding monthly payment. A disclosure below the table indicated the finance rate upon which the monthly payment was based.

4. The Office of the Attorney General raised concerns about this advertisement because, it is alleged, 1) the table described in Paragraph 3 did not indicate the number of payments or length of the loan term, 2) the disclosure below the table was in English while the other statements in the advertisement were in Spanish, and 3) there was a lack of a sufficient disclosure as to whether the product(s) featured by the table was of a particular type of loan secured by a residential dwelling.

5. It is further alleged that the advertisement lacked sufficiently clear indication to potential customers regarding any fees associated with obtaining the loan, the maximum finance rate if such rate is variable, and the types of loan products available.

LEGAL BASIS

6. Florida’s Deceptive and Unfair Trade Practices Act (hereinafter “FDUTPA”) prohibits unfair and deceptive business practices in the conduct of any trade or commerce. F.S. § 501.201, *et. seq.* Trade or commerce includes “advertising, soliciting, providing, offering, or distributing... any good or service... or any other article, commodity, or thing of value...” F.S. § 501.203(8).

7. The Office of the Attorney General, Department of Legal Affairs, is the enforcement authority pursuant to F.S. § 501.203(2). A violation of FDUTPA includes any violation of “any

law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” F.S. § 501.203(3)(c).

8. At all times material hereto, Respondent was engaged in “trade or commerce,” as defined in F.S. § 501.203(8).

9. It is unlawful “for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement.” F.S. § 817.41(1). A misleading advertisement is defined as “any statement made, or disseminated, in oral, written, or printed form or otherwise, to or before the public, or any portion thereof, which are known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading...” F.S. § 817.40(5).

10. The stated purpose of the federal Truth In Lending Act (hereinafter “TILA”) is “to assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing and credit card practices.” 15 U.S.C. § 1601(b). To that end, both TILA and rules promulgated pursuant thereto (hereinafter “Regulation Z”) require disclosures of certain information to consumers by creditors.

11. TILA provides disclosure requirements for the advertisement of an open end credit plan. Among them, “No advertisement to aid, promote, or assist directly or indirectly the extension of consumer credit under an open end credit plan may set forth any of the specific terms of that plan unless it also clearly and conspicuously sets forth all of the following items: (1) any minimum or fixed amount which could be imposed, (2) ... the periodic rate expressed as annual percentage rates,[and] (3) any other term that the Board may by regulation require to be

disclosed.” 15 U.S.C. § 1663(1)-(3).

12. Regulation Z sets forth additional requirements for disclosures when advertizing an open end credit plan. Specifically for home equity plans, if an advertisement sets forth the payment terms of the plan, the following information must also be disclosed: 1) “any loan fee that is a percentage of the credit limit under the plan and an estimate of any other fees imposed for opening the plan, stated as a single dollar amount or a reasonable range,” 2) “any period rate used to compute the finance charge...,” and 3) “the maximum annual percentage rate that may be imposed in a variable-rate plan.” 12 C.F.R. § 226.16(d)(1)(i)-(iii).

GENERAL TERMS

13. Respondents make no admission of wrongdoing. In consideration for the fulfillment of the injunctive and monetary obligations set forth below, no civil penalties, as described and provided by F.S. § 501.2075, are to be imposed under this AVC. However, the Attorney General reserves the right to seek such penalties and other remedies as provided by FDUTPA for any future violation(s) of the injunctive terms contained within this agreement. Additionally, the Attorney General reserves the right to seek attorney’s fees and costs, additional to that which is provided below, upon default as defined herein, or upon any future non-compliance.

14. Upon entry of this AVC, the Office of the Attorney General agrees to discontinue its investigation into those activities of Respondent described specifically above. Notwithstanding any other provision of this agreement, the parties further agree that future violations of this AVC, or of Florida law, may subject Respondent and its officers, directors, and employees to any and all civil penalties and sanctions provided by law.

15. Nothing herein shall be construed as a waiver of any private rights, causes of action,

or remedies of any private person against Respondent, its officers, directors or employees.

16. The parties jointly participated in the negotiation of the terms which are articulated within this AVC. No provision of this AVC shall be construed for or against either party of the grounds that one party or another was more heavily involved in the preparation of the AVC.

17. All notices required hereunder shall be sufficient if given as follows:

As to the Office of the Attorney General:

Office of the Attorney General
Attn: Luis R. Guzman, Esq.
Assistant Attorney General
135 West Central Boulevard
Suite 1000
Orlando, FL 32801

As to CFL Home Equity, Inc.:

CFL Home Equity, Inc.
Attn: Kenneth S. Gluckman, Esq.
Counsel for CFL Home Equity, Inc.
1001 N. Lake Destiny Road
Suite 300
Maitland, FL 32751

18. This AVC shall become effective upon its execution by all persons whose signatures appear below. This document may be signed in counterpart.

19. No changes in the corporate name or structure of Respondent shall be made in an attempt to avoid the terms and conditions imposed by this agreement.

20. The terms and conditions of this AVC shall be made known to any an all present and future officers or managers of the Respondent.

21. Respondents and their representatives, agents, employees, or any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall not represent or imply that any advertisement or activity hereinafter used or engaged in by Respondents has been approved, in whole or in part by the Attorney General or any state agency or subdivision thereof. The Attorney General has not

approved any of Respondents' past, current or proposed marketing practices and no portion of this AVC shall be construed as such approval.

INJUNCTIVE TERMS

22. Respondents agree that they will comply with and refrain from violating the following acts and practices:

- a. The provisions of FDUTPA , F.S. § 501.201, *et. seq.*;
- b. The prohibition of misleading advertisements as set forth and defined by F.S. §§ 817.40 and 817.41;
- c. The provisions of TILA, 15 U.S.C. § 1601, *et. seq.*, as applicable.
- d. The provisions of Regulation Z, 12 C.F.R. § 226.1, *et. seq.*, as applicable.
- e. The provisions of F.S. §§ 494.001-494.0077.
- f. The provisions of the Florida Fair Lending Act, F.S. §§ 494.0078-00797.

MONETARY TERMS

23. Upon their partial execution of this AVC, Respondents have delivered to Assistant Attorney General Luis R. Guzman a cashier's check totaling One Thousand Five Hundred Dollars (\$1,500.00) (hereinafter the "Settlement Funds"), made payable to the Florida Hurricane Relief Fund as a cash donation in lieu of the imposition of a civil penalty or reimbursement for fees or costs.

24. Upon receipt of the partially executed AVC and accompanying Settlement Funds, Luis R. Guzman will sign the AVC and then forward it to the Deputy Attorney General, together with the Settlement Funds. The Deputy Attorney General has the final authority to approve or disapprove the entry of the AVC. Should the Deputy Attorney General or his authorized designee

decline to authorize and execute this AVC, then the Settlement Funds will be promptly returned.

25. Notwithstanding any other provision of this agreement, no portion of the Settlement Funds shall be returned to the Respondents.

IN WITNESS THEREOF, the Respondent, CFL Home Equity, Inc., has caused this AVC to be executed as a true act and deed, this _____ day of _____ 2005,

By our signatures, I/we hereby affirm that I/we are acting in our capacity and within our authority over CFL Home Equity, Inc. and that I/we have full authority to bind CFL Home Equity, Inc. to this agreement.

Sanjay Khatri

STATE OF _____

COUNTY OF _____

BEFORE ME, this _____ day of _____, 2005, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared _____, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on behalf of CFL Home Equity, Inc.

NOTARY PUBLIC

(print, type or stamp commissioned name of Notary Public)

Personally known _____ or
Produced Identification _____
(check one)

Type of Identification Produced: _____

Kenneth S. Gluckman, Esq.
Florida Bar # 61174
Counsel for CFL Home Equity, Inc.

Luis R. Guzman, Esq.
Florida Bar # 0570613
Assistant Attorney General

Accepted this _____ day of _____, 2005.

Deputy Attorney General
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, Florida 32399-1050
(850) 487-1963

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

**IN THE MATTER OF
JVD FINANCIAL SERVICES, INC.**

CASE NO: L 05-3-1108

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes (2004), the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into the practices of JVD FINANCIAL SERVICES, INC., in connection with its advertisement of mortgage products and/or services in the Hispanic newspaper “La Prensa.”

JVD FINANCIAL SERVICES, INC. (hereinafter “Respondent”) is prepared to enter into this Assurance of Voluntary Compliance (hereinafter “AVC”), without any admission that it violated the law and for the purpose of resolution of this matter only, and the Deputy Attorney General, by and through the undersigned, being in agreement, does in this matter accept this Assurance of Voluntary Compliance in termination of this investigation, pursuant to F.S. § 501.207(6), and by virtue of the authority vested in the Office of the Attorney General by said statute, the following is agreed:

FACTUAL BASIS

1. Respondent is a privately-held for-profit company incorporated in the State of Florida with its principal place of business located at 5747 Timuquana Road, Jacksonville, Florida 32210.
2. Respondent is a duly licensed (Lic.#: MBB 0504007) mortgage broker business pursuant to and in accordance with F.S. §§ 494.0025, 494.006-494.0077.
3. Respondent caused to be made and disseminated an advertisement of some of its

products and services which appeared in the July 21, 2005 issue of “La Prensa” in Spanish. The advertisement contained several representations of Respondent’s services. Among these representations appeared a table indicating in one column the monthly payment according to certain amounts financed. The principal amount financed was depicted in a another column in the table next to the corresponding monthly payment. A disclosure below the table indicated the finance rate upon which the monthly payment was based.

4. The Office of the Attorney General raised concerns about this advertisement because, it is alleged, the table described in Paragraph 3 did not indicate the number of payments or length of the loan term and there was a lack of a sufficient disclosure as to whether the product(s) featured by the table was of a particular type of loan secured by a residential dwelling. Additionally, the disclosure of the interest rate used to calculate the payment amounts made at the bottom of the advertisement was in English, while the remaining words and descriptions on the advertisement were in Spanish.

5. It is further alleged that the advertisement generally lacked sufficiently clear indication to potential customers regarding any fees associated with obtaining the loan, the maximum finance rate if such rate is variable, and the types of loan products available.

LEGAL BASIS

6. Florida’s Deceptive and Unfair Trade Practices Act (hereinafter “FDUTPA”) prohibits unfair and deceptive business practices in the conduct of any trade or commerce. F.S. § 501.201, *et. seq.* Trade or commerce includes “advertising, soliciting, providing, offering, or distributing... any good or service... or any other article, commodity, or thing of value...” F.S. § 501.203(8).

7. The Office of the Attorney General, Department of Legal Affairs, is the enforcement

authority pursuant to F.S. § 501.203(2). A violation of FDUTPA includes any violation of “any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” F.S. § 501.203(3)(c).

8. At all times material hereto, Respondent was engaged in “trade or commerce,” as defined in F.S. § 501.203(8).

9. It is unlawful “for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement.” F.S. § 817.41(1). A misleading advertisement is defined as “any statement made, or disseminated, in oral, written, or printed form or otherwise, to or before the public, or any portion thereof, which are known, or through the exercise of reasonable care or investigation could or might have been ascertained, to be untrue or misleading...” F.S. § 817.40(5).

10. The stated purpose of the federal Truth In Lending Act (hereinafter “TILA”) is “to assure a meaningful disclosure of credit terms so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing and credit card practices.” 15 U.S.C. § 1601(b). To that end, both TILA and rules promulgated pursuant thereto (hereinafter “Regulation Z”) require disclosures of certain information to consumers by creditors.

11. TILA provides disclosure requirements for the advertisement of an open end credit plan. Among them, “No advertisement to aid, promote, or assist directly or indirectly the extension of consumer credit under an open end credit plan may set forth any of the specific terms of that plan unless it also clearly and conspicuously sets forth all of the following items: (1) any minimum or fixed amount which could be imposed, (2) ... the periodic rate expressed as

annual percentage rates,[and] (3) any other term that the Board may by regulation require to be disclosed.” 15 U.S.C. § 1663(1)-(3).

12. Regulation Z sets forth additional requirements for disclosures when advertizing an open end credit plan. Specifically for home equity plans, if an advertisement sets forth the payment terms of the plan, the following information must also be disclosed: 1) “any loan fee that is a percentage of the credit limit under the plan and an estimate of any other fees imposed for opening the plan, stated as a single dollar amount or a reasonable range,” 2) “any period rate used to compute the finance charge...,” and 3) “the maximum annual percentage rate that may be imposed in a variable-rate plan.” 12 C.F.R. § 226.16(d)(1)(i)-(iii).

GENERAL TERMS

13. Respondents make no admission of wrongdoing. In consideration for the fulfillment of the injunctive and monetary obligations set forth below, no civil penalties, as described and provided by F.S. § 501.2075, are to be imposed under this AVC. However, the Attorney General reserves the right to seek such penalties and other remedies as provided by FDUTPA for any future violation(s) of the injunctive terms contained within this agreement. Additionally, the Attorney General reserves the right to seek attorney’s fees and costs, additional to that which is provided below, upon default as defined herein, or upon any future non-compliance.

14. Upon entry of this AVC, the Office of the Attorney General agrees to discontinue its investigation into those activities of Respondent described specifically above. Notwithstanding any other provision of this agreement, the parties further agree that future violations of this AVC, or of Florida law, may subject Respondent and its officers, directors, and employees to any and all civil penalties and sanctions provided by law.

15. Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person against Respondent, its officers, directors or employees.

16. The parties jointly participated in the negotiation of the terms which are articulated within this AVC. No provision of this AVC shall be construed for or against either party of the grounds that one party or another was more heavily involved in the preparation of the AVC.

17. All notices required hereunder shall be sufficient if given as follows:

As to the Office of the Attorney General:

Office of the Attorney General
Attn: Luis R. Guzman, Esq.
Assistant Attorney General
135 West Central Boulevard
Suite 1000
Orlando, FL 32801

As to JVD Financial Services, Inc.:

JVD Financial Services, Inc.
Attn: Dedrix Daka, President
5747 Timuquana Road
Jacksonville, FL 32210

18. This AVC shall become effective upon its execution by all persons whose signatures appear below. This document may be signed in counterpart.

19. No changes in the corporate name or structure of Respondent shall be made in an attempt to avoid the terms and conditions imposed by this agreement.

20. The terms and conditions of this AVC shall be made known to any an all present and future officers or managers of the Respondent.

21. Respondents and their representatives, agents, employees, or any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall not represent or imply that any advertisement or activity hereinafter used or engaged in by Respondents has been approved, in whole or in part by the Attorney General or any state agency or subdivision thereof. The Attorney General has not

approved any of Respondents' past, current or proposed marketing practices and no portion of this AVC shall be construed as such approval.

INJUNCTIVE TERMS

22. Respondents agree that they will comply with and refrain from violating the following acts and practices:

- a. The provisions of FDUTPA , F.S. § 501.201, *et. seq.*;
- b. The prohibition of misleading advertisements as set forth and defined by F.S. §§ 817.40 and 817.41;
- c. The provisions of TILA, 15 U.S.C. § 1601, *et. seq.*, as applicable.
- d. The provisions of Regulation Z, 12 C.F.R. § 226.1, *et. seq.*, as applicable.
- e. The provisions of F.S. §§ 494.001-494.0077, regulating licensing of mortgage brokers, broker businesses, and correspondent lenders.
- f. The provisions of the Florida Fair Lending Act, F.S. §§ 494.0078-00797.

MONETARY TERMS

23. Upon their partial execution of this AVC, Respondents have delivered to Assistant Attorney General Luis R. Guzman two cashier's checks totaling Two Thousand Dollars (\$2,000.00) (hereinafter the "Settlement Funds"). The first cashier's check, totaling One Thousand Five Hundred dollar, is made payable to the Florida Hurricane Relief Fund as a cash donation in lieu of the imposition of a civil penalty or reimbursement for fees or costs. The second cashier's check, totaling Five Hundred dollars, is made payable to the Legal Affairs Revolving Trust Fund for reimbursement to the Office of the Attorney General, Department of Legal Affairs' fees and costs associated with the investigation of this case.

24. Upon receipt of the partially executed AVC and accompanying Settlement Funds, Luis R. Guzman will sign the AVC and then forward it to the Deputy Attorney General, together with the Settlement Funds. The Deputy Attorney General has the final authority to approve or disapprove the entry of the AVC. Should the Deputy Attorney General or his authorized designee decline to authorize and execute this AVC, then the Settlement Funds will be promptly returned.

25. Notwithstanding any other provision of this agreement, no portion of the Settlement Funds shall be returned to the Respondents.

IN WITNESS THEREOF, the Respondent, JVD Financial Services, Inc., has caused this AVC to be executed as a true act and deed, this _____ day of _____ 2005,

By our signatures, I/we hereby affirm that I/we are acting in our capacity and within our authority over JVD Financial Services, Inc. and that I/we have full authority to bind JVD Financial Services, Inc. to this agreement.

Dedrix Daka, President

STATE OF _____

COUNTY OF _____

BEFORE ME, this _____ day of _____, 2005, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared _____, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on behalf of JVD Financial Services, Inc.

NOTARY PUBLIC

(print, type or stamp commissioned name of Notary Public)

Personally known _____ or
Produced Identification _____
(check one)

Type of Identification Produced: _____

Luis R. Guzman, Esq.
Florida Bar # 0570613
Assistant Attorney General

Accepted this _____ day of _____, 2005.

Deputy Attorney General
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, Florida 32399-1050
(850) 487-1963