#### CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to section 25.075, Florida Statutes RECEIVED

#### I. CASE STYLE

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

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

Plaintiff,

vs.

CASE NO.: 09102656 CT DIVISION: 02/ TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., and

Defendants.

CRYSTAL CLARK, INDIVIDUALLY,

(Place an X in one box only. If the case fits more than one type of II. TYPE OF CASE case, select the most definitive.

Domestic Relations	Torts	Other Civil
☐ Simplified Dissolution	☐ Prof. Malpractice	□ Contracts
□ Dissolution	□ Products Liability	□ Condominium
□ Support IV-D	☐ Auto Negligence	☐ Real Property/Mortgage Foreclosure
□ Support Non IV-D	□ Other Negligence	□ Eminent Domain
□ URESA –IV-D		☐ Challenged to propose
□ URESA- Non IV-D		
□ Domestic Violence		Constitutional amendment
□ Other Domestic Relations		X Other

#### III. IS JURY TRIAL DEMANDED IN COMPLAINT?

□ Yes X No

Date: February \_\_\_\_\_\_, 2009

Signature of Attorney for

Party Initiating Action

BILL MCCOLLUM ATTORNEY GENERAL ROBERT J. FOLLIS

ASSISTANT ATTORNEY GENERAL

CIVIL COURT RECORDS

FEB 12 2009

Florida Bar # 0560200

OAG/DLA

3507 E. Frontage Rd., Suite 325

Tampa, FL 33607

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

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

VS.

Plaintiff, Division:

TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., and CRYSTAL M. CLARK, INDIVIDUALLY,

Defendants.

RECEIVED CIVIL COURT RECORDS

FEB 12 2009

KEN BURKE CLERK CIRCUIT COURT PINELLAS COUNTY

#### **COMPLAINT**

Plaintiff, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL ("Attorney General") sues Defendants TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., and CRYSTAL M. CLARK, INDIVIDUALLY, and alleges:

#### JURISDICTION AND VENUE

- 1. This is an action for monetary, injunctive, and other equitable and statutory relief brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2008).
  - 2. This Court has jurisdiction pursuant to Chapter 501, Part II, Florida Statutes.
- 3. The acts or practices alleged herein occurred in the conduct of "trade or commerce" as defined in Section 501.203(8), Florida Statutes.
- 4. The Office of the Attorney General seeks relief in an amount greater than \$15,000.00, exclusive of interest, costs, and attorneys fees.
  - 5. The violations herein affect more than one judicial circuit of the State of Florida.

- 6. Venue is proper in this court as the statutory violations alleged herein occurred within Pinellas County and the Defendants maintain their place of business in Pinellas County.
  - 7. All other conditions precedent to this action have occurred.
- 8. Plaintiff, Attorney General, is an enforcing authority pursuant to § 501.203(2), Florida Statutes, and is authorized to seek penalties as well as monetary, equitable and injunctive relief.
- 9. Plaintiff conducted an investigation and the head of the enforcing authority, Attorney General Bill McCollum, has determined that an enforcement action serves the public interest.
- 10. At all times material hereto, Defendant TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., was a Florida corporation with its principal place of business in Pinellas County, Florida.
- 11. At all times material hereto, Defendant CRYSTAL M. CLARK was the President of TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., and resided in Pinellas County, Florida.
- 12. At all times material hereto, Defendants have conducted their business within the state of Florida and have marketed to residents of the state of Florida and across the country.
- 13. Defendant CRYSTAL M. CLARK, as President of TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., participated in the offending conduct as set out more fully below and has the responsibility and authority to prevent violations of Florida Statutes concerning deceptive and unfair trade practices. As the President of TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., Defendant CRYSTAL M. CLARK directly participated in the conduct alleged herein, or directed or controlled the practices and policies of TIDEWATER MARKETING

GLOBAL CONSULTANTS, INC., complained of herein and had authority to control them, and had actual or constructive knowledge of the acts and practices complained of herein.

#### **DEFENDANTS' BUSINESS**

- 14. Defendants operate a fulfillment center for marketing programs offered primarily through distributors and retailers.
- 15. These marketing programs include vacation packages, rebate offers, electronic and travel "certificates," and a gasoline redemption voucher program.
- 16. The ultimate purchasers of these above-referenced programs are generally merchants who, in turn, use these incentives to generate business for their products or services.
- 17. The merchant presents its customer with a voucher for the Defendants' redemption program.
- 18. Under the terms of the Defendants' gasoline redemption program, in order for the customer to use the voucher, the customer must to pay to the Defendants Five Dollars and No Cents (\$5.00) to register for the program. Thereafter, the customer is required to submit One Hundred Dollars and No Cents (\$100.00) in gas receipts from a selected brand of gasoline. The Defendants, according to a the published terms of its voucher program, are then obligated to send a Twenty-Five Dollars and No Cents (\$25.00) gasoline gift card to the customer. To continue to receive the benefits promised under the Defendants' program, the customer is required to repeat this process monthly until obtaining the full amount of the voucher. (See two-sided form captioned "Gas Redemption & Registration Policy," labeled Exhibit A, which is attached to this Complaint and incorporated herein).
- 19. Defendant CRYSTAL M. CLARK is the President of TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., and as such, controls, directs, formulates, and

approves of the various acts and practices of Defendant TIDEWATER MARKETING GLOBAL CONSULTANTS, INC.

#### **DEFENDANTS' COURSE OF CONDUCT**

- 20. Since at least February 2008, Defendants, TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., and CRYSTAL M. CLARK, have sold to certain distributors, authorized by Defendants, the opportunity to market various gasoline redemption products. Defendants operate a fulfillment center to support these various gasoline redemption products. The authorized distributors marketed these programs to other sales agents and distributors for resale to other distributors, sales agents, and retailers. Defendants also marketed the program directly to some retailers.
- 21. Retailers utilize this program by advertising a "gasoline redemption voucher" promotion to the public in order to generate business for their products.
- 22. Retailers provide their customer with a "voucher" which instructs the customer to register for the "gasoline redemption voucher" program online at websites such as <a href="https://www.FreeGasRedemption.com">www.FreeBeeGas.com</a>, and others, or by sending registration information to the Defendants via United States mail. Participating consumers are required to pay a Five Dollars and No Cents (\$5.00) fee to Defendants to register for the program.
- 23. The program requires participating consumers to make minimum monthly purchases of One Hundred Dollars and No Cents (\$100.00) of gasoline at any station of their choosing and send their receipts, along with a redemption coupon, to the Defendants at Gas Redemption, 14100 Walsingham Road, Suite 36, Largo, Florida 33774.
- 24. If the monthly gas redemption coupon and original gas receipts are received by Defendants before the 25<sup>th</sup> of any given month, under the terms of the redemption program, the consumers are to receive their Twenty-Five Dollars and No Cents (\$25.00) gas card within

twenty-eight (28) business days. If the monthly gas redemption coupon and original gas receipts are received by Defendants after the 25<sup>th</sup> of any given month, the consumers are to receive their Twenty Five Dollars and No Cents (\$25.00) gas card within fifty-four (54) business days. Consumers are entitled to continue this process until they redeem the total face value of their vouchers.

- 25. Beginning in September of 2008, consumers began to experience a variety of difficulties with the redemption process. Consumers have filed and continue to file complaints with the Defendants, the Attorney General, the Better Business Bureau, and others about the Defendants' failure to provide the services promised under the redemption program. To date the number of unresolved complaints known to the Attorney General exceed one thousand eight hundred (1,800). The complaints include the following allegations, among others:
  - Receipts and vouchers were timely submitted by participating consumers, but the Defendants never fulfilled the consumer's claim for gasoline redemption coupons;
  - b) Defendants sent consumers gasoline redemption certificates that were expired or otherwise were not accepted at the service stations where the consumers purchase gasoline;
  - c) Defendants informed consumers that receipts were not submitted when the consumers claim that all required documentation and receipts were, in fact, timely submitted;
  - d) Defendants partially fulfill orders where multiple cards are owed to consumers;
  - e) Defendants have been unreachable at the posted contact numbers and do not respond to other forms of communication; and

- f) Merchants who purchased the redemption program are receiving complaints from their customers who received the Defendants' vouchers stating that the Defendants are not fulfilling their claims and otherwise not responding to them.

  As a result of the Defendants' failure to fulfill their obligations under the redemption program, the merchants are suffering harm to the goodwill and reputation of their businesses.
- 26. Despite the rising number of complaints received by Defendants throughout the fall of 2008 and continuing to present, and the resulting backlog of unfulfilled redemption claims, it appears, based on information and belief, that the distributors and sales agents continue to market the Defendants' gasoline redemption program.
- 27. On January 26, 2009, Defendants entered into a "Letter of Understanding" with the Attorney General, wherein Defendants agreed to "Cease all attempts to acquire new business via the sale or distribution of 'GASOLINE REDEMPTION VOUCHERS' until all current consumers have been fulfilled." (See copy of letter dated January 6, 2009, which is labeled Exhibit B attached to this Complaint, and incorporated herein).
- 28. As of the writing of this complaint, the Attorney General and others continue to receive a weekly influx of new complaints against the Defendants amounting to over sixty (60) per week, and there is no indication that the complaint level will fall or that Defendants will satisfactorily resolve these complaints. Further, based on investigative information and belief, Defendants have represented that 77,000 new participants registered in November of 2008 and therefore the total number of active participants is likely to be in the hundreds of thousands of consumers.
- 29. Despite Defendants' failure to meet its current obligations to participants in the various gasoline redemption programs operated by the Defendants, Defendants are expanding their

business to new products. One such new product is offered through the website <a href="https://www.monthlyredemptioncenter.com">www.monthlyredemptioncenter.com</a>, which advertises a retail gift card redemption program that is similar to the gasoline gift cards offered at <a href="https://www.freegasredemption.com">www.freegasredemption.com</a> and others referenced in paragraph 22 herein. Customers of the monthly redemption center are directed to send eligible receipts or other information or inquiries to Monthly Redemption Center at 17900 US Hwy 19, Clearwater, FL 33764, a business address of the Defendants. Defendants have indicated that they are expanding their business to market these additional redemption products.

30. Based on information and belief, few, if any, consumers have received all the gas coupons that they are entitled to and few, if any, consumers have completed the entire redemption program because of delays by the Defendants in processing consumers' redemption claims.

# COUNT I VIOLATIONS OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT, CHAPTER 501, PART II FLORIDA STATUTES

- 31. The Attorney General sues TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., and CRYSTAL M. CLARK, INDIVIDUALLY, and alleges:
- 32. Paragraphs 1 through 30 are hereby realleged and incorporated herein by reference, as if fully set forth below.
- 33. Section 501.204(1), Florida Statutes, states, "[u]nfair 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."
- 34. As set forth in paragraphs 14 through 30 above, Defendants have engaged in a pattern of inefficiency and incompetency and have practiced continuous stalling and evasion of legal obligations to the consumers participating in the gasoline voucher program and the sales agents promoting and distributing these vouchers on Defendants' behalf. Thereby, Defendants have committed and are committing acts or practices in trade or commerce which shock the

conscience; have engaged in or are engaging in representations, acts, practices or omissions which are material, and which are likely to mislead consumers acting reasonably under the circumstances; have committed and are committing acts or practices in trade or commerce which offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers; and have engaged in acts or practices that are likely to cause substantial injury to consumers which is not reasonably avoidable by consumers themselves, or outweighed by countervailing benefits to consumers or competition. Thus, Defendants have engaged in and are engaging in unfair or deceptive or unconscionable acts or practices in the conduct of any trade or commerce in violation of § 501.204(1), Florida Statutes.

- 35. These above-described acts and practices of Defendants have injured and will likely continue to injure and prejudice the public.
- 36. Defendants have willfully engaged in the acts and practices when they knew or should have known that such acts and practices were unfair or deceptive or otherwise prohibited by law.
- 37. Unless Defendants are enjoined from engaging further in the acts and practices complained of, the continued activities of Defendants will result in irreparable injury to the public for which there is no adequate remedy at law.

#### **COUNT II**

# VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES, THROUGH FALSE AND MISLEADING ADVERTISING PROHIBITED BY §§ 817.06 AND 817.41

- 38. The Attorney General sues TIDEWATER MARKETING GLOBAL CONSULTANTS, INC., and CRYSTAL M. CLARK, INDIVIDUALLY, and alleges:
- 39. Paragraphs 1 through 30 are hereby realleged and incorporated herein by reference, as if fully set forth below.

### 40. Section 817.06(1), Florida Statutes, provides in part:

No person . . . shall, with intent to offer or sell or in anywise dispose of merchandise, . . . service or anything offered by such person . . . directly or indirectly, to the public, for sale or distribution or issuance, or with intent to increase the consumption or use thereof, or with intent to induce the public in any manner to enter into any obligation relating thereto . . . knowingly or intentionally make, publish, disseminate, circulate or place before the public, or cause, directly or indirectly, to be made, published, disseminated or circulated or placed before the public in this state in a newspaper or other publication or in the form of a book, notice, handbill, poster, bill, circular, pamphlet or letter or in any other way, an advertisement of any sort regarding such . . . service or anything so offered to the public, which advertisement contains any assertion, representation or statement which is untrue, deceptive, or misleading.

#### 41. Section 817.41(1) Florida Statutes, provides:

It shall be 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. Such making or dissemination of misleading advertising shall constitute and is hereby declared to be fraudulent and unlawful, designed and intended for obtaining money or property under false pretenses.

- 42. As set forth in paragraphs 20 through 30 above, Defendants have, with intent to offer or sell "gas redemption vouchers," made and disseminated and continue to make and disseminate "misleading advertising" as defined by § 817.40(5), Florida Statutes, which are statements to and before the public, which are known, or through the exercise of reasonable care or investigation could or might be ascertained, to be untrue or misleading, and which are so made or disseminated with the intent or purpose of selling services and to induce the public to enter into obligations relating to such services.
- 43. Defendants willfully engaged in the acts and practices alleged herein and knew or should have known at the time they advertised that their advertising and marketing materials contained assertions, representations, and statements which are untrue, deceptive, or misleading.

- 44. Pursuant to § 501.203(3)(c), Florida Statutes, a violation of Chapter 501, Part II, may be based upon "[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices."
- 45. Defendants, by disseminating false and misleading advertisements, violated §§ 817.06(1), Florida Statutes, and 817.41(1), Florida Statutes, and therefore engaged in deceptive and unfair acts and practices in trade or commerce, in violation of § 501.204(1), Florida Statutes, and are subject to civil penalties and equitable remedies as imposed therein.
- 46. Unless Defendants are permanently enjoined from engaging further in the acts and practices alleged herein, the continued activities of Defendants will result in irreparable injury to the public for which there is no adequate remedy at law.

#### PRAYER FOR RELIEF

WHEREFORE, the Attorney General asks for judgment:

- A. Temporarily and permanently enjoining Defendants, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with them who receive actual notice of the injunction, from engaging in the acts and practices in violation of provisions of Chapter 501, Part II, Florida Statutes, as specifically alleged above and any similar acts and practices;
- B. Assessing civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) for each violation of Chapter 501, Part II, Florida Statutes; and Fifteen Thousand Dollars (\$15,000.00) for each such violation that victimizes, or attempts to victimize, a senior citizen or handicapped person, in accordance with § 501.2077, Florida Statutes;
- C. Awarding reasonable attorneys' fees and costs pursuant to §§ 501.2075 and 501.2105 Florida Statutes;

D. Awarding restitution to consumers for all fees paid to Defendants to register in the Defendants' gasoline redemption program voucher program in accordance with § 501.207(3),

Florida Statutes;

E. Requiring that Defendants fulfill all outstanding obligations to registered

participants in the Defendants' gasoline redemption program;

F. Imposing reasonable restrictions upon the future activities of Defendants including,

but not limited to, prohibiting Defendants from engaging in the sale or marketing of gasoline

redemption cards or any other related rebate/redemption services;

G. Requiring that Defendants disgorge all revenue, and all interest or proceeds derived

therefrom, generated as a result of the unconscionable, unfair and deceptive practices set forth in

this Complaint;

H. Declaring the practices described above unfair, deceptive, unconscionable, and

otherwise unlawful; and,

I. Granting such other relief as this court deems just and proper, including, but not

limited to, all other relief allowable under § 501.207(3), Florida Statutes.

Respectfully submitted,

BILL McCOLLUM

ATTORNEY GENERAL

ROBERT J. FOLLAS

ASSISTANT ATTORNEY GENERAL

Florida Bar # 0560200

Office of the Attorney General

Department of Legal Affairs

3507 E. Frontage Rd., Suite 325

Tampa, FL 33607

Telephone (813) 287-7950

Facsimile (813) 281-5515

If you have questions or concerns regarding your Gas Redemption Voucher, please email: info@GasolineRedemption.com
The issuing company can not assist you with the registration or redemption process.

## **Gas Redemption & Registration Policy**



**Registration -** You may register and redeem your Gas Redemption Voucher either online or by mail:

#### ONLINE: www.GasolineRedemption.com

To expedite the gas redemption process, go to www.GasolineRedemption.com, select the Registration Page, and follow the gas redemption activation instructions. Once you have completed the online registration, you will be able to print your Gas Redemption Coupons online (saving you up to 6 weeks of waiting, if you register by mail).

#### BY MAIL:

and print them immediately)

- 1. Complete all the required information on the attached Gasoline Redemption Voucher below.
- 2. Mail completed Gasoline Redemption Voucher to: **Gas Redemption**, **14100 Walsingham Rd.**, **Suite 36**, **Largo**, **Florida 33774**All information requested on the Gasoline Redemption Voucher is required. If the handwriting on the voucher is illegible or if any of the required items are not provided (except where otherwise noted as "optional"), your application will be delayed until further confirmation is completed. You will receive your monthly Gas Redemption Coupons within six weeks of processing your registration. (*Or you may go online*



Signature:

**Monthly Redemption** – To redeem your monthly Gas Redemption Coupons, you must make a minimum monthly purchase of \$100 in gas at the gas station brand you have preselected.

- 1. Each month, mail your original gas receipts for \$100 or more (no photocopies, or receipts collected on the same day) along with your monthly Gas Redemption Coupon to: Gas Redemption, 14100 Walsingham Rd., Suite 36, Largo, Florida 33774. Fraudulent receipts are void for redemption and you will receive either an email or letter by mail stating why your receipts are being refused.
- 2. Upon receiving the requested receipts, we will mail you a \$25 Gas Card, which can be used at any gas station location of the same brand you preselected for gas and merchandise. Continue to mail in your original gas receipts and monthly Gas Redemption Coupons every month thereafter, until the value on your Gas Redemption Voucher has been reached.

**IMPORTANT NOTE:** You may only redeem one Gas Redemption Coupon per month. Your original gas receipts and Gas Redemption Coupon must be received monthly in accordance with the Gas Redemption & Registration Policy's terms and conditions in order to receive your \$25 Gas Card per the following schedule:

**Example A:** If the monthly Gas Redemption Coupon and original gas receipts are received on or before the 25th of the month in which the gas was purchased, you will receive your \$25 Gas Card within 28 business days.

**Example B:** If the monthly Gas Redemption Coupon and original gas receipts are received after the 25th of the month in which the gas was purchased, you will receive your \$25 Gas Card within 54 business days.

ADDITIONAL DISCLOSURES - Limit one Gas Redemption Voucher per household. All required information must be provided in order to receive full redemption value of your voucher. All duplicate Gas Redemption Vouchers will be refused.

WE DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR COINCIDENTAL DAMAGES, THE COMPANY, ADVERTISERS OR ITS RESPECTIVE LICENSOR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW OR BY YOUR JURISDICTION.

By beginning the redemption process, you agree to defend, indemnify and hold harmless the Fulfillment Company, its advertisers, licensors, subsidiaries and other affiliated companies, their employers, employees contractors, agents and directors from all liability, claims and expenses, including any attorneys fees that may arise from the use of this voucher or related products. The Fulfillment Company reserves the right at its own expense to assume the exclusive defense and control of any matter, otherwise subject to indemnification by you, in which event you shall cooperate with the Fulfillment Company in asserting any available defenses. You will receive monthly Gas Redemption Coupons from www.GasolineRedemption.com, after completing the online registration process or after receipt of completed Gas Redemption Voucher and completed questionnaire.

By beginning the gasoline redemption and registration process, you agree to our foregoing terms, policies, and their content.

© 2008 GasolineRedemption.com All rights reserved.

Gasoline Redemption Voucher	Redemption Voucher
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Gas Redemption 14100 Walsingham Rd., Suite 36, Largo, FL 33774

PLEASE WRITE LEGIBLY. You must complete all required information.

First Name: \_\_\_\_\_\_ Last Name: \_\_\_\_\_\_

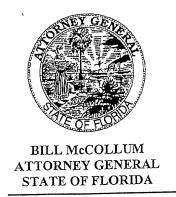
Address: \_\_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: (optional) \_\_\_\_\_ Gas Station Brand: \_\_\_\_\_\_

\_ Phone:\_

By registering online or returning this Gasoline Redemption Voucher you agree to all terms, policies and disclosures provided in this documentation.





OFFICE OF THE ATTORNEY GENERAL Economic Crimes

3507 East Frontage Road (Suite 325)
Tampa, FL 33607
Phone (813) 287-7950 Fax (813) 281-5515
http://www.myfloridalegal.com

January 6, 2009

Ms. Crystal M. Clark, President Tidewater Marketing Global Consultants, Inc. 13540-B Walsingham Road Largo, FL 33774

### LETTER OF UNDERSTANDING

This letter is written to memorialize the interim understanding between Tidewater Marketing Global Consultants, Inc. d/b/a freegasredemption.com and FreeBeeGas.com (hereinafter referred to as Respondent) and the Office of the Attorney General to address the concerns of the Attorney General over the respondent's business practices. excluding all third-party vendors,

business via the sale or distribution of "GASOLINE REDEMPTION VOUCHERS" until all current consumers have been fulfilled. Whether or not this condition has been satisfied will be determined at a future meeting between the Respondent and a representative from the Office of the Attorney General.

Respondent further states its intent to resolve this investigation through the use of an Assurance of Voluntary compliance. This agreement will call for the modification

of the Respondent's business practices as well as the payment of fees to the Office of the Attorney General for the cost of the investigation.

CRASTAL M. CLARK, President

Tidewater Marketing Global Consultants, Inc.

13540-B Walsingham Road

Largo, FL 33774

Accepted this // day of \_

2009

ROBERT J. F

Assistant Attorney General

OFFICE OF THE ATTORNEY GENERAL

3507 East Frontage Road, Suite 325

Tampa, FL 33607