

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN VOLUSIA COUNTY, FLORIDA  
CIVIL DIVISION**

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

Plaintiff,

CASE NO: 2024-12877-CICI

JUDGE: JOLLEY - DIV. 32

v.

REVIVE SPAS AND MORE LLC,  
d/b/a Revive Sp's, Revive Spas,  
Revive Spas And More, and Revive More,

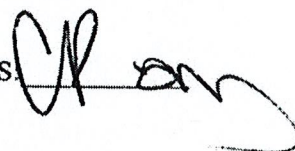
DYLAN LEE PLACKER,  
a/k/a Dylan Placker, Dylan L. Placker, and  
Dylon Placker, and

CHELSIE DAWN PLACKER,  
f/k/a Chelsie Dawn Ferrell,  
a/k/a Chelsie Placker, Chelsie D. Ferrell,  
Chelsi Ferrell, and Chelsie Farrell,

Defendants.

**CONSENT FINAL JUDGMENT AND  
STIPULATED PERMANENT INJUNCTION**

Pursuant to the Joint Motion for Entry of Consent Final Judgment and Stipulated Permanent Injunction executed by Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs ("Attorney General"), and Defendants Revive Spas and More LLC, d/b/a Revive Sp's, Revive Spas, Revive Spas and More, and Revive More, a Florida limited liability company (hereinafter "Revive"); Dylan Lee Placker, a/k/a Dylan Placker, Dylan L. Placker, and Dylon Placker, an individual (hereafter "Dylan Placker" or "Mr. Placker"); and Chelsie Dawn Placker, f/k/a Chelsie Dawn Ferrell, and a/k/a Chelsie Placker, Chelsie D. Ferrell,



Chelsi Ferrell, and Chelsie Farrell, an individual (hereinafter “Chelsie Placker” or “Ms. Placker”) (all collectively “Defendants”) and the Court having reviewed this Consent Final Judgment and Stipulated Permanent Injunction (“Judgment”), upon consideration of the papers filed and consent of the parties hereto, it is hereby **ORDERED** and **ADJUDGED**:

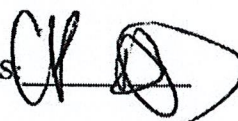
Final Judgment is hereby entered in favor of Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, 135 W. Central Blvd., Suite 100, Orlando, Florida 32801, and against Defendant Revive Spas And More LLC, a Florida limited liability company, with its principal place of business at 796 Sanders Road, Unit 6, Port Orange, Volusia County, Florida 32127; and Defendants Dylan Placker, an individual, and Chelsie Placker, an individual, both with an address of 840 Turtle Creek Road, Oklahoma City, Oklahoma County, Oklahoma 73170.

**I. JURISDICTION AND BACKGROUND**

1. The Attorney General and Defendants (collectively, the “Parties”) agree that this Court has subject matter jurisdiction over this matter, jurisdiction over the Parties, and continuing jurisdiction over this matter and the Parties. This Court has jurisdiction to order and enforce the relief provided herein. The Attorney General filed a complaint in this action for injunctive relief, restitution, civil penalties, attorney’s fees and costs, and other statutory and equitable relief (“Complaint”) pursuant to Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”).

2. The Complaint filed in this matter states claims upon which relief may be granted under the provisions of the FDUTPA.

3. At all times relevant to this action, Defendant Revive Spas and More LLC was an active Florida Limited Liability Company organized under the laws of the State of Florida with its principal place of business located in Volusia County, Florida. As of September 22, 2023, Revive





was administratively dissolved for failing to file its annual report with the Florida Division of Corporations, but Revive continued business operations beyond September 22, 2023.

4. At all times relevant to this action, Defendants Dylan Placker and Chelsie Placker resided at 959 Sandle Wood Drive, Port Orange, Florida 32127 in Volusia County, Florida.

5. Dylan Placker is the Registered Agent of Revive, as well as an owner and manager who controlled Revive's daily operations.

6. Chelsie Placker is an authorized person for Revive, as well as an owner and manager who controlled Revive's daily operations.

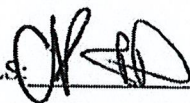
7. Neither Dylan Placker nor Chelsie Placker are in the military, and are otherwise *sui juris*.

8. From March 4, 2022 up to January 31, 2024 (the "Relevant Time Period"), Dylan Placker and Chelsie Placker owned and operated Revive as a business that advertised, solicited, and sold used hot tubs and other related goods and services to consumers in Florida and the United States, primarily through Facebook Marketplace.

9. During the Relevant Time Period, the Defendants entered into sales contracts with, and received money from, consumers for the sale of used hot tubs that purportedly were in operational and good working condition, but were defective, damaged, non-functional, or failed to deliver what was promised to the consumers (hereinafter referred to as "Products").

10. Since at least June 16, 2022, the Attorney General received approximately thirty-three (33) consumer complaints against the Defendants. The consumer complaints alleged the following:

- a. The Defendants advertised and offered newer hot tub models, but instead delivered older used hot tubs that were inconsistent with consumer expectations and prior representations by the Defendants;
- b. Consumers alleged that the used hot tubs sold and delivered by the Defendants were damaged, inoperable, leaking, or otherwise unusable;
- c. Consumers alleged the Defendants included a one or two year warranty with their purchased hot tubs that the Defendants later dishonored when the consumer sought repairs to the defective hot tub purchased from the Defendants;
- d. Consumers alleged that the Defendants avoided or ignored the consumer's complaints and requests for warranty repair work and refund requests;
- e. When consumers sought a refund from the Defendants, the consumers alleged that the Defendants, when reached, would either refuse the refund or feign agreement to provide the consumer with a full refund only to later not refund anything to the consumer;
- f. In several instances consumers alleged that the Defendants conditioned consumer's refund on the consumer entering a sham "Cease and Desist" contract with the Defendants that required the consumer to first remove or retract their negative reviews and comments about the Defendants from internet social media review platforms (e.g., Facebook), in violation of the Consumer Review Fairness Act, 15 U.S.C. § 45b (hereafter "CRFA"); and
- g. In all instances where the Defendants paid any refund to any consumer, the refund amount tendered was half, or less than half, of what the consumer paid to the Defendants.

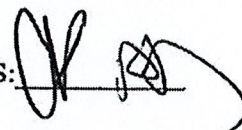
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11. Of the approximately thirty-three (33) transactions that produced consumer complaints during the Relevant Time Period, where the Defendants directly participated in, or had the authority to control, Revive's deceptive acts and practices, and where Products were not delivered or completed as represented and contracted by the Defendants, the amount received by the Defendants in consumer payments total at least One Hundred Fourteen Thousand Five Hundred Dollars and No Cents (\$114,500.00) for damaged, inoperable, leaking, or otherwise unusable used hot tubs.

12. In at least five (5) instances during the Relevant Time Period, consumers paid consequential out of pocket expenses totaling at least Five Thousand Five Hundred Ninety-Five Dollars and Fifty Cents (\$5,595.50) to repair the defective hot tub purchased from the Defendants, who dishonored their warranty sold with the used hot tub.

13. Additionally, on September 2, 2022, Dylan and Chelsie Placker, along with DP Spas and Hot Tubs, LLC, entered into a Final Consent Judgment in the case of *State of Oklahoma, ex. rel. v. Dylan Placker, Chelsie Placker, d/b/a DP Spas and Hot Tubs, LLC*, Cleveland County District Court Case Number CJ-22-966 (hereafter the "Oklahoma Judgment"), where Dylan and Chelsie Placker were alleged to have conducted similar unfair and deceptive practices against consumers involving the sale of used hot tubs and spas in the State of Oklahoma. Pursuant to this Oklahoma Judgment, the District Court in Oklahoma enjoined the Defendants from "advertising, offering for sale or purchase, or selling hot tubs and spas, or any other services or any property, tangible or intangible, real, personal, or mixed, or any other article, commodity, or thing of value wherever located, for purposes that are personal, household, or business oriented in the State of Oklahoma" for ten (10) years beginning September 2, 2022. That court also ordered a monetary restitution judgment of \$33,260.37 against the Defendants, and permanent injunctive orders for

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the Defendants to remove, or arrange to remove, the hot tubs sold to specific consumers in the State of Oklahoma.

14. Defendants, at all material times, provided goods or services as defined within section 501.203(8), Florida Statutes.

15. Defendants, at all times, engaged in trade or commerce as defined within section 501.203(8), Florida Statutes.

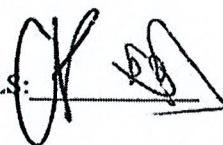
16. The practices of the Defendants, as described above, constitute unfair, deceptive, and unconscionable trade practices that were likely to deceive consumers acting reasonably in the same circumstances.

17. The total consumer harm to consumers in the State of Florida injured by Defendants' unfair and deceptive practices is at least One Hundred Twenty Thousand Ninety-Five Dollars and Fifty Cents (\$120,095.50). According to the Attorney General, the amount of refunds made by the Defendants to complaining consumers is approximately \$11,600.00. The net total consumer harm to consumers in the State of Florida is at least ONE HUNDRED EIGHT THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND FIFTY CENTS (\$108,495.50).

## ORDER

### II. PERMANENT INJUNCTIVE RELIEF

18. The Court hereby permanently enjoins Revive, Dylan Lee Placker, and Chelsie Dawn Placker, and their representatives, agents, successors, assigns, and any persons acting under the direction or control of any of the foregoing, and those persons and entities in active concert or participation with them, or any other person or entity who, directly or indirectly, acts under or who





will act under, by, through or on behalf of Revive, Dylan Placker, or Chelsie Placker, from directly or indirectly engaging in the following:

- a. Forming, owning, operating, or managing any business or business interest within the state of Florida, except for permanently taking down any digital storefront presence of Defendants on any internet or social media platform appearing in the state of Florida; and permanently winding down all of Defendants' business activities in the state of Florida in accordance with Florida law;
- b. Demanding, soliciting, requesting, or receiving any consumer monies, including, but not limited to, cash transactions, check, credit card, wire transfer, money transfer by any banking application, or any peer-to-peer money transfer application, including, but not limited to, PayPal, Venmo, Zelle, Google Pay, Apple Pay, Facebook Pay, Cash App, WorldRemit, Square Cash, Xoom, Transfer Wise, and Remitly in the state of Florida;
- c. Working with or for any person or business that offers, sells, repairs, refurbishes, cleans, warrants, constructs, or otherwise provides any hot tub, spa, or any related good or service in the state of Florida;
- d. Making, or assisting others, expressly or by implication, in making any unsubstantiated or knowingly false or misleading statements, representations, or any statement that they should have known to be false, deceptive, or misleading, to consumers to solicit purchases or retain business, including, but not limited to:
  - i. the cost of any good or service;
  - ii. any material restriction, limitation, or condition on any good or service;

- iii. any material aspect of the nature or terms of any refund, cancellation, exchange, or purchase policy for any good or service;
  - iv. any material aspect of the performance, efficacy, nature or central characteristics of any good or service; or
  - v. the identity of the individual or company providing any good or service that is being offered for purchase if distinct from the seller.
- e. Proposing, requiring, or using any contract that bars, impedes, restricts, or prevents any consumer's ability to share their honest opinions, reviews, or assessments about the Defendants' goods, services, or conduct, in any forum, including online reviews, social media posts, uploaded photos, videos, screenshots, and any other media in violation of the CRFA;
- f. Disclosing, using, selling, distributing or in any way benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, any financial information (including a credit card, bank account, or other financial account), or any other information Defendants collected, of any person which was obtained by Defendants prior to entry of this Judgment in connection with advertising, marketing, promotion, offering for sale or sale of any hot tub, spa, or any related or unrelated good or service to consumers; and
- g. Making any representation or engaging in any business activity in the state of Florida that would be a violation of Section 501, Part II, Florida Statutes.



h. Subject to the limitations herein, Defendants may be employed by or volunteer for a Florida business in a capacity not prohibited by the provisions in this Consent Judgment.

19. **Records.** Defendants shall preserve and retain all relevant business and financial records relating to the acts and practices at issue in this Judgment for four (4) years from the Effective Date of this Judgment and shall make any and all books and records available to the Attorney General within ten (10) days of any request received by the Attorney General.

#### IV. **MONETARY RELIEF**

20. **Consumer Relief.** Final Judgment is hereby entered against Defendants, jointly and severally, in the total amount of **ONE HUNDRED EIGHT THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS AND FIFTY CENTS (\$108,495.50)** (“Consumer Relief Amount”), plus interest as prescribed under section 55.03, Florida Statutes for which let execution issue forthwith.

21. **Civil Penalty.** The Defendants understand and agree that civil penalties are awarded for violations of the FDUTPA, including violations of the CRFA, that are *per se* FDUTPA violations.

22. Pursuant to section 501.2075, Florida Statutes, any Person, corporation, or entity who willfully engages in a deceptive act, or practice in violation of the FDUTPA is liable for a civil penalty of not more than Ten Thousand Dollars and No Cents (\$10,000.00) for each such violation, and not more than Fifteen Thousand Dollars and No Cents (\$15,000.00) for each such violation of section 501.2077, Florida Statutes (2024).

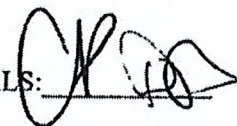
23. The Attorney General received at least thirty-three (33) consumer complaints against the Defendants, of which ten (10) complaints involve consumers who are senior citizens and twenty-three (23) consumers who are not seniors.

24. Given the nature of the violations and consumer harm, final judgment is hereby entered against the Defendants, jointly and severally, for civil penalties pursuant to the above referenced provisions, in the amount of **THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00)** ("Civil Penalty Amount"), plus interest as prescribed under section 55.03, Florida Statutes, for which let execution issue forthwith.

25. **Attorney's Fees and Costs.** Final Judgment is hereby entered against Defendants, jointly and severally, in the total amount of **TWELVE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$12,600.00)** for attorney's fees and costs in this matter ("Fees and Costs Amount"), for which let execution issue forthwith.

26. **Full Judgment Amount:** Consisting of the total of the Consumer Relief Amount, Civil Penalty Amount, and the Fees and Costs Amount, to the Attorney General upon the Defendants' execution of this Judgment, the Defendants shall pay **FOUR HUNDRED SEVENTY-ONE THOUSAND NINETY-FIVE DOLLARS AND FIFTY CENTS (\$471,095.50)** (the "Full Judgment Amount").

27. **Payment Plan.** Payment in the amount of **TWO THOUSAND DOLLARS AND NO CENTS (\$2,000.00)** ("Defendants' Initial Payment") shall be due upon execution of this Judgment and shall be made by cashier's check, money order, wire transfer, or other certified funds payable to the Department of Legal Affairs, and delivered to the Office of the Attorney General, State of Florida, Department of Legal Affairs, Attn.: Paul Courtright, Esq., 135 W. Central Blvd.,

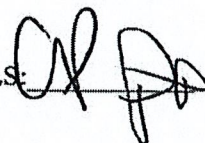




Suite 1000, Orlando, FL 32801. Such payment shall be deposited into the Department of Legal Affairs Escrow Account for distribution according to the sole discretion of the Attorney General.

28. **Monthly Payments:** Following the execution of this Judgment and payment of Defendants' Initial Payment to the Department of Legal Affairs, the Defendants shall make **TEN (10)** consecutive monthly payments in the amount of **EIGHT HUNDRED EIGHTY-FOUR DOLLARS AND NINETY-FIVE CENTS (\$884.95)** ("Defendants' Remaining Payments") to the Department of Legal Affairs. Defendants' Remaining Payments shall be paid on the first day of each month, beginning the first month following payment of Defendants' Initial Payment. All payments made pursuant to this Judgment shall be made by wire transfer, cashier's check, money order, or other certified funds payable to the "Department of Legal Affairs" and delivered to the Office of the Attorney General, State of Florida, Department of Legal Affairs, Paul Courtright, Assistant Attorney General, 135 W. Central Boulevard, Suite 1000, Orlando, FL 32801 **no later than 5:00 pm Eastern Standard Time** on the date such payment is due. Such payments shall be deposited into the Department of Legal Affairs Escrow Account for distribution according to the sole discretion of the Attorney General.

29. **Suspension of Judgment Provisions:** Subject to and upon the Attorney General's full and timely receipt of (a) this executed Judgment by the Defendants, (b) receipt of the Defendants' Initial Payment, (c) the Attorney General's receipt of all ten (10) of the Defendants' Remaining Payments totaling **EIGHT THOUSAND EIGHT HUNDRED FORTY-NINE DOLLARS AND FIFTY CENTS (\$8,849.50)**, (d) the truthfulness, accuracy, and completeness of the Defendants' sworn financial statements and supporting documents submitted to the Attorney General via email on March 20, 2024, Defendants' representations through their counsel regarding their inability to pay the Final Judgment Amount, and (e) the Defendants' full and continued

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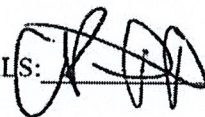


compliance with all of the terms of this Judgment, any remaining unpaid portion the Full Judgment Amount shall be suspended ("Suspended Amount") and shall remain suspended contingent upon the Defendants' full compliance with this Judgment.

30. The Attorney General's agreement to this Judgment and suspension of the Suspended Amount is expressly premised upon the truthfulness, accuracy, and completeness of the Defendants' sworn financial statements and supporting documents submitted to the Attorney General via email on March 27, 2024, Defendants' representations through their counsel regarding their inability to pay the Final Judgment Amount, and other material information and representations of Defendants upon which the Attorney General relied in negotiating and agreeing to this Judgment and suspension.

31. If the Attorney General has reason to believe that any Defendant has failed to comply with this Judgment, has failed to disclose any material asset, misstated the value of any material asset, or made any other material misstatement or omission in any representation to the Attorney General, the Attorney General may file an appropriate motion with the Court to lift the suspension of and reinstate the Full Judgment Amount, less amounts paid, against the Defendants, jointly and severally.

32. If the Court finds that any Defendant failed to comply with any of the material provisions of this Judgment, or that any Defendant failed to disclose any asset, misstated the value of any asset, or made any other misstatement or omission in any representation to the Attorney General, then the Court shall deem such Defendant non-compliant, lift the suspension of the Suspended Amount, and reinstate the Full Judgment Amount against the Defendants, jointly and severally, less any amounts paid, plus interest computed from the date of entry of this Judgment at the rate prescribed under section 55.03, Florida Statutes, as amended, and any further relief the

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Court awards, which shall become immediately due and payable by such Defendants. Should the Full Judgment Amount be reinstated, payments made by any Defendant in this case shall be credited toward the Full Judgment Amount.

33. Defendants further agree not to object to or otherwise dispute any claim for non-dischargeability of any amounts owed pursuant to this Judgment in any voluntary or involuntary bankruptcy proceeding. In any bankruptcy proceeding relating to the non-dischargeability of any of the amounts owed pursuant to this Judgment, the Defendants stipulate that the allegations of the Complaint and the findings of this Court may be taken as true and correct without further proof. Further, the Defendants agree that the facts alleged in the Complaint establish all elements necessary to find the amounts owed pursuant to this Judgment are not subject to discharge pursuant to section 523(a)(2)(A) of the Bankruptcy Code, and this Judgment will have collateral estoppel effect for such purposes.

34. The Defendants agree that the amounts imposed in connection with this case are not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

35. In the event any of the Defendants file bankruptcy, or an involuntary bankruptcy proceeding is commenced within 91 days after making any payment pursuant to this Judgment, the particular Defendant shall remain liable for the full balance of the amounts owed pursuant to this Judgment as agreed upon herein. The amounts owed pursuant to this Judgment may be asserted by the Attorney General in any subsequent proceeding to enforce this Judgment, whether through execution, garnishment, or other legal proceedings, or through a proof of claim in any bankruptcy proceeding of any of the Defendants.

36. The Attorney General shall allocate and distribute monies received pursuant to this Judgment as the Attorney General determines is reasonable and in its sole business judgment.

INITIALS 

Monies received pursuant to this Judgment may be used for purposes that may include, but are not limited to, consumer relief, attorney's fees, and other costs of investigation and litigation; or be placed in, or applied to, any consumer protection enforcement or revolving fund, future consumer protection or privacy enforcement or litigation, consumer education, or for other uses at the sole discretion of the Attorney General.

V. GENERAL PROVISIONS

37. Agreement. The Parties agree that the matters alleged in the Complaint constitute a basis for settlement and entry of this Judgment. Further, the Parties agree to entry of this Judgment without the need for trial, discovery in this action, or adjudication of any issue of law or fact, and waive entry of findings of fact and conclusions of law and any hearing on the entry of this Judgment. Defendants have entered into this Judgment freely and neither admit nor deny any allegation in the Complaint, except that for purposes of this Judgment, Defendants admit the facts necessary to establish the Court's jurisdiction over Defendants and the subject matter of this action.

38. Defendants Revive, Dylan Placker, and Chelsie Placker expressly acknowledge that they have obtained the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Judgment. Defendants have read this Judgment, are aware of its terms, have voluntarily agreed to sign this Judgment and are able to abide by the provisions of this Judgment. Further, Defendants acknowledge that to the extent they have waived any rights or defenses by entry into this Judgment, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver. Defendants further acknowledge that a violation of this Judgment may result in relief pursuant to the FDUTPA and other relief as appropriate, including adjudication for contempt of Court.

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39. **Waiver/Release.** The Attorney General and Defendants waive all rights to seek appellate review, rehearing, or otherwise to challenge or contest the validity of this Judgment. Defendants further waive and release any and all claims they may have against the Attorney General, its employees, representatives, or agents with respect to this action and Judgment. Defendants agree that this paragraph does not limit the Attorney General's right to pursue any and all claims based on unknown information, including, but not limited to, any information that Defendants have not disclosed or unknown consumer complaints.

40. **Compliance with Law.** Nothing herein relieves Defendants of their duty to comply with applicable laws of the State of Florida and all federal or local laws, regulations, ordinances, and codes, nor constitutes authorization by the Attorney General for Defendants to engage in acts and practices prohibited by such laws.

41. **Non-Approval of Conduct.** Nothing herein constitutes approval by the Attorney General of Defendants' past or future practices. Defendants shall not make any representation to the contrary regarding this Judgment or use the name of the Office of the Attorney General, State of Florida, Department of Legal Affairs, or any of its current or former employees or representatives as an endorsement or approval of any of Defendants' acts, practices or business conduct.

42. **Preservation of Private Claims and Other Law Enforcement Action.** Nothing herein shall be construed as a waiver or release of any private rights, causes of action or remedies of any person against Defendants with respect to the acts and practices covered by this Judgment. Nothing herein shall be construed to limit or bar any other governmental entity, or any other unit of the Attorney General's Office, from pursuing other available remedies against any Defendant for violation of laws other than the FDUTPA.

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43. **Use of Settlement as Defense.** Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address any of the Defendants' conduct occurring after the entry of this Judgment that the Attorney General believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Judgment shall not be a defense to any such enforcement action.

44. **Effective Date.** The Effective Date shall mean the date this Judgment is signed and entered by the Circuit Court Judge.


45. **No Bond Required.** Pursuant to section 60.08, Florida Statutes, the Attorney General is not required to post a bond to obtain permanent injunctive relief under section 501.207, Florida Statutes.

46. **No Avoidance of Judgment.** Defendants agree that they shall not effect any change in the form of doing business or the organizational identity of Revive or themselves individually for the purpose of avoiding the terms and conditions set forth in this Judgment. In the event that Revive is sold, assigned, or transferred to a third-party, a copy of this Judgment shall be provided by Defendants to said purchaser, assignee, or transferee.

47. This Judgment is continuing in nature and shall be binding on any and all successors or assigns of the Defendants.

## VI. **FUTURE VIOLATIONS**

48. IT IS FURTHER ORDERED, upon the express agreement of the Parties, that any subsequent failure to comply with the provisions of this Judgment by any Defendant is, by statute, *prima facie* evidence of a violation of the FDUTPA, Chapter 501, Part II, Florida Statutes, and will subject the applicable Defendant(s) to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs. In the event that a court of competent jurisdiction makes a

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determination that a violation of any provision of this Judgment has occurred, then any Defendant who has participated in, managed, operated or controlled the activities forming the basis of said subsequent violation may be liable for additional civil penalties, as well as any additional attorney's fees and costs, and other relief as may be allowed by law.

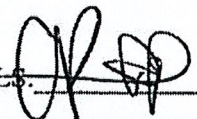
**VII. SEVERABILITY**

49. IT IS FURTHER ORDERED THAT the provisions of this Judgment are separate and severable, and if any provisions are stayed or determined to be invalid, the remaining provisions shall remain in all force and effect.

**VIII. RETENTION OF JURISDICTION**

50. IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this matter for all purposes, including to enforce the terms of this Judgment and to enter any further Orders as may be necessary to ensure compliance with this Judgment, which may result in additional injunctive relief, contempt, civil and/or criminal proceedings.

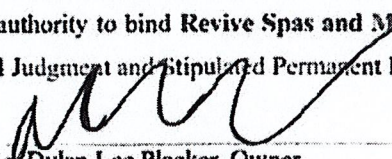
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**REVIVE SPAS AND MORE LLC**

Agreed to and signed this 27 day of AUGUST 2024, by the below-stated person who states and affirms as follows:

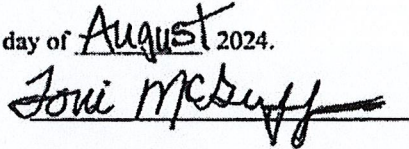
**BY MY SIGNATURE**, I, Dylan Placker, hereby affirm that I am acting in my capacity and within my authority over **Revive Spas and More LLC**, and that, by my signature, I have the full authority to bind **Revive Spas and More LLC** to the terms and conditions of this Consent Final Judgment and Stipulated Permanent Injunction.

By:   
Name: Dylan Lee Placker, Owner  
of Revive Spas and More LLC

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )

**BEFORE ME**, an officer duly authorized to take acknowledgments in the State of Oklahoma, Dylan Placker personally  virtually  appeared on behalf of **Revive Spas and More LLC**. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 27 day of August, 2024.

Subscribed to before me this 27 day of August 2024.



Notary Public  
Personally known \_\_\_\_\_  
OR Produced Identification # 099920517  
Type of Identification Produced ETS

[NOTARIAL SEAL]



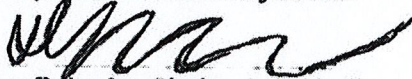
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DYLAN LEE PLACKER, INDIVIDUALLY

Agreed to and signed this 27 day of August, 2024, by the below-stated person who states and affirms as follows:

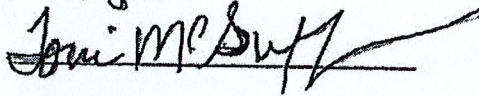
**BY MY SIGNATURE.** I, Dylan Lee Placker, hereby affirm that my signature below personally and individually binds me to the terms and conditions of this Consent Final Judgment and Stipulated Permanent Injunction.

By:   
Name: Dylan Lee Placker, Individually

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )

**BEFORE ME.** an officer duly authorized to take acknowledgments in the State of Oklahoma, Dylan Lee Placker personally  virtually  appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 27 day of August, 2024.

Subscribed to before me this 27<sup>th</sup> day of August, 2024.



Notary Public

Personally known \_\_\_\_\_

OR Produced Identification # 99970057

Type of Identification Produced IR

[NOTARIAL SEAL]

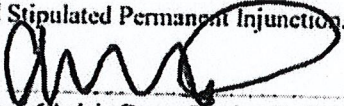


INITIALS 

CHELSEIE DAWN PLACKER, INDIVIDUALLY

Agreed to and signed this 27 day of August, 2024, by the below-stated person who states and affirms as follows:

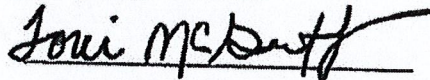
BY MY SIGNATURE, I, Chelsie Dawn Placker, hereby affirm that my signature below personally and individually binds me to the terms and conditions of this Consent Final Judgment and Stipulated Permanent Injunction.

By:   
Name: Chelsie Dawn Placker, Individually

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Oklahoma, Chelsie Dawn Placker personally / virtually appeared. She acknowledged before me that she executed the foregoing instrument for the purposes therein stated on the 27 day of August, 2024.

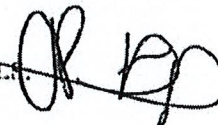
Subscribed to before me this 27<sup>th</sup> day of August, 2024.



Notary Public  
Personally known [Signature]  
OR Produced Identification # 17001969  
Type of Identification Produced ID

[NOTARIAL SEAL]



INITIALS: 



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

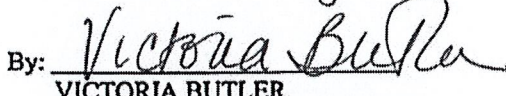
**ASHLEY MOODY  
ATTORNEY GENERAL**

Dated this 29<sup>th</sup> day of Nov., 2024.

By: 

**PAUL E. COURTRIGHT**  
Assistant Attorney General  
Florida Bar No. 0507741  
Office of the Attorney General  
Department of Legal Affairs  
135 West Central Boulevard  
Suite 1000  
Orlando, Florida 32801  
Telephone: (407) 316-4840  
Facsimile: (407) 245-0365  
Email: paul.courtright@myfloridalegal.com

Dated this 29 day of Aug., 2024.

By: 

**VICTORIA BUTLER**  
Director, Consumer Protection Div.  
Office of the Attorney General  
Department of Legal Affairs  
3507 East Frontage Road, #325  
Tampa, Florida 33607  
Telephone: (813) 287-7950  
Facsimile: (813) 281-5515

**ORDERED AND ADJUDGED** in chambers in Volusia County, Florida, this 11 day of

February 2025

By:   
Circuit Judge

**Conformed copies to:**

Office of the Attorney General  
Department of Legal Affairs  
Attn: Paul Courtright, Esq.  
135 West Central Boulevard  
Suite 1000  
Orlando, Florida 32801  
Counsel for Plaintiff

Michael Panella, Esq.  
Panella Law Firm  
1238 East Concord Street  
Orlando, Florida 32803  
Counsel for Defendants, Revive Spas and  
More LLC, Dylan Lee Placker, and Chelsie  
Dawn Placker