

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE22017919 DIVISION: 05 JUDGE: Bidwill, Martin J. (05)

**OFFICE OF THE ATTORNEY GENERAL STATE OF FLORIDA**

Plaintiff(s) / Petitioner(s)

v.

**GOLD STANDARD MOVING AND STORAGE LLC, et al**

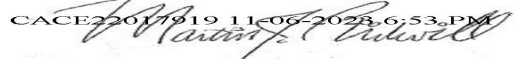
Defendant(s) / Respondent(s)

\_\_\_\_\_ /

**AMENDED ORDER AND CONSENT FINAL JUDGMENT**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, and Defendant, National American Van Lines LLC, having agreed to and consented to the Consent Final Judgment attached hereto, this Court, having reviewed the file and necessary papers, does hereby APPROVE and ENTER the attached Consent Final Judgement against National American Van Lines LLC.

**DONE AND ORDERED** in Chambers at Broward County, Florida on 6th day of November, 2023.

  
CACE22017919 11-06-2023 6:53 PM

CACE22017919 11-06-2023 6:53 PM  
Hon. Martin Bidwill  
**CIRCUIT COURT JUDGE**  
Electronically Signed by Martin Bidwill

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

**Office of The Attorney General,  
State of Florida,  
Department of Legal Affairs,**

Plaintiff,

Case No.: CACE-22-017919

v.

**Gold Standard Moving and Storage LLC**, a Florida limited liability company; **United American Moving LLC**, a Florida limited liability company; **Razor Van Lines LLC**, a Florida limited liability company; **US Pro Moving and Logistics LLC**, a Florida limited liability company; **Executive Van Lines LLC**, a Delaware limited liability company; **National American Van Lines LLC**, a Florida limited liability company; **Imperial Moving Group LLC dba Simple Path Moving**, a Florida limited liability company; **Spartan Moving and Storage LLC**; a Florida limited liability company; **Southeast Holding LLC**, a Delaware limited liability company; **Southeast Holdings LLC**, a Florida limited liability company; **Charles Gordon Abrams**, an individual; **Daniel J. Metz**, an individual; and **Rudolph Logan Rice**, an individual.

Defendants.

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**CONSENT FINAL JUDGMENT**

Pursuant to the stipulation for Consent Final Judgment executed below by Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), and Defendant, National American Van Lines LLC

Initials



("Defendant" or "National American"), and the Court having reviewed the Consent Final Judgment ("Judgment"), and 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 the Attorney General and against National American, a Florida limited liability company with a principal place of business located at 1800 South Ocean Blvd, Pompano, Florida 33062.

### **I. JURISDICTION**

1.1 The Attorney General and National American (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. The Attorney General filed a Complaint in this action for injunctive relief, restitution, disgorgement, civil penalties, attorney's fees and costs, and other statutory relief, ("Complaint") pursuant to Chapter 501, Part II, Florida Statutes, Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").

1.2 The Complaint filed in this matter alleges claims under the provisions of FDUTPA.

### **II. GENERAL PROVISIONS**

2.1 Agreement: The Parties have agreed on a basis for settlement of the matters alleged in the Complaint. Further, the Parties agree to entry of this Judgment without the need for discovery, trial, or adjudication of any issue of law or fact, and

hereby waive entry of findings of fact and conclusions of law, and any hearing required for the entry of this Judgment. National American enters into this Judgment freely and neither admits nor denies any allegation in the Complaint, except that for purposes of this Judgment, National American admits to the facts necessary for the limited purpose of establishing the Court's jurisdiction over it and the subject matter of this action. National American hereby acknowledges reading the provisions of this Judgment and attests that it is able to abide by them. National American further acknowledges that a violation of this Judgment may result in relief pursuant to FDUTPA, and any other relief deemed appropriate, including the adjudication of contempt by the Court.

2.2 Counsel: National American expressly acknowledges that it has obtained or had the opportunity to obtain the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Judgment. National American has read this Judgment, is aware of its terms and has voluntarily agreed to and signed this Judgment. Further, National American acknowledges that to the extent it has 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.

2.3 Waiver/Release: The Attorney General and National American waive all rights to seek appellate review or rehearing, or to otherwise challenge or contest

the validity of this Judgment. National American further waives and releases any and all claims it may have against the Attorney General, its employees, representatives or agents with respect to this action and Judgment. National American agrees 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 National American has not disclosed.

2.4 Compliance with Law: Nothing herein relieves National American of its 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 National American to engage in acts and practices prohibited by such laws.

2.5 Business Form: National American shall not effect any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities as a method of avoiding the obligations and terms and conditions set forth in this Judgment.

2.6 Non-Approval of Conduct: Nothing herein constitutes approval by the Attorney General of National American's past or future practices. National American shall not make any representation to the contrary regarding this Judgment. National American shall not use the name of the Attorney General or any of its

current or former employees or representatives as an endorsement or approval of National American's acts, practices or business conduct.

2.7 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 National American 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 National American for violation of laws other than FDUTPA.

2.8 Use of Settlement as Defense: Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address National American's 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.

2.9 Full and Final Statement: Further, the Parties acknowledge that this Judgment constitutes the final, complete, and exclusive statement of the Parties' agreement on the matters contained in this Judgment, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this Judgment, the parties have not made any promises, representations or warranties to

each other, and neither party's decision to enter into this Judgment is based upon any statements by the other party outside of those reflected in this Judgment.

2.10 Governing Law: This Judgment shall be governed by laws of the State of Florida.

2.11 Effective Date: Shall mean the date this Judgment is signed by the Circuit Court Judge.

2.12 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.

2.13 This Judgment is continuing in nature and shall be binding on any and all successors or assigns of National American.

2.14 Facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement, and this Judgment may be executed in counterparts, the compilation of which shall constitute the full and final agreement.

### **III. PERMANENT INJUNCTIVE RELIEF**

3.1 Definitions.

a) "Consumer" shall carry the meaning set forth in Section 501.203(7) of the Florida Statutes.





b) “FMCSA Regulations” or “Regulations” shall mean the regulations promulgated by the Federal Motor Carrier Safety Administration contained in Title 49 C.F.R., Chapter III, Subchapter B, Sections 350-399.

c) “Household Goods Moving Broker” or “Moving Broker” shall mean a person other than a mover, that sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation of household goods by a mover for compensation. Sections 371.2 and 371.103, FMCSA Regulations.

d) “Moving Broker Services” shall mean the coordinating or arranging for the transportation of household goods by a mover for compensation. Part 371, FMCSA Regulations.

3.2 Prohibited Acts. National American, including its agents, servants, and employees, and those persons in active concert or participation who receive actual notice of this Judgment, by personal service or otherwise, whether acting directly or through any sole proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, or other entity, is hereby permanently enjoined and prohibited from the following:

- a) Selling or offering for sale any Moving Broker Services to consumers;
- b) Conducting business related to Moving Broker Services, except for winding down of business activities, in accordance with Florida law;



c) Affecting any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities as a method of avoiding the terms and conditions set forth in this Judgment; and

d) Charging, collecting, attempting to collect, or accepting any payments of any form, directly or indirectly, for any Moving Broker Services from any consumer.

#### IV. MONETARY RELIEF

4.1. Restitution: Judgment is hereby entered against National American in the amount of **SIXTY-FIVE THOUSAND DOLLARS (\$ 65,000.00)** as consumer restitution (“Awarded Restitution”), for which let execution issue forthwith. The Awarded Restitution shall be paid by National American to the Attorney General upon execution of this Judgment. The Attorney General shall allocate and distribute the funds for consumer relief as the Attorney General determines is reasonable and in its sole business judgment. After any funds remaining after consumer relief has been paid, or if the Attorney General is unable to locate consumers for payments or determines that a payment is not practical, any remaining monies will revert to the Department of Legal Affairs and shall be used at the Attorney General’s discretion, including to defray the costs related to attorney’s fees and investigative costs, payment distribution, administration and future enforcement.

4.2. Penalty: Judgment is hereby entered against National American in the amount of **TEN THOUSAND DOLLARS (\$10,000.00)** as civil penalties pursuant to Section 501.2075, Florida Statutes, for which let execution issue forthwith.

4.3. Payment: Payment due in the amount of **SEVENTY-FIVE THOUSAND DOLLARS (\$ 75,000.00)** pursuant to the sections above shall be made by cashier's check, money order, or other certified funds payable to the Department of Legal Affairs within seven (7) days of execution of this Judgment by National American. Judgment payment shall be delivered to the Office of the Attorney General, State of Florida, Department of Legal Affairs, Attn: Josie A. Warren, Senior Assistant Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, FL 33401.

4.4. Defendant agrees that the Penalty is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7). Defendant further agrees not to object to or otherwise dispute any claim for non-dischargeability of the Penalty in any voluntary or involuntary bankruptcy proceedings. In any bankruptcy proceeding relating to the non-dischargeability of the Penalty, the Defendant stipulates that the allegations of the Complaint and the findings of this Court may be taken as true and correct without further proof.

4.5. Further, Defendant agrees that the facts alleged in the Complaint establish all elements necessary to find that the Penalty is not subject to discharge

pursuant to Section 523(a)(7) of the Bankruptcy Code, and this Judgment will have collateral estoppel effect for such purposes.

4.6. Default. Defendant agrees that failure to make any payment, as required under this Section IV, within ten (10) days of the due date, shall constitute a default (“Default”). Time is of the essence in the performance of all terms and conditions of this Judgment, and interest computed at the statutory rate of 7.69% per annum pursuant to Section 55.03, Florida Statutes, will immediately begin to accrue on any unpaid balance due and owing, and will be rendered immediately and payable by Defendant upon Default. Further, immediately upon Default, Defendant shall complete under oath Florida Rule of Civil Procedure Form 1.977 titled as Fact Information Sheet and submit it with all of its required attachments to the Attorney General. Satisfaction of the monetary obligations of this Section shall not relieve Defendant from the other obligations under this Judgment.

#### **V. FUTURE VIOLATIONS**

Any subsequent failure to comply with the provisions of this Judgment is, by statute, *prima facie* evidence of a violation of FDUTPA and will subject National American 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 determines that a violation of any provision of this Judgment has occurred, National American and others who have participated in, managed, operated or controlled the

operations at the time of said subsequent violation may be liable for additional civil penalties, as well as any additional attorney's fees and costs, and any other relief allowed by law.

#### **VI. SEVERABILITY**

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 full force and effect.

#### **VII. RETENTION OF JURISDICTION**

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 contempt, civil and/or criminal proceedings.

#### **VIII. DISMISSAL**


This action is dismissed, but is subject to reopening for enforcement, modification or construction.

*[Remainder of this page intentionally left blank.]*

**NATIONAL AMERICAN VAN LINES LLC:**

Agreed to and signed this 23 day of OCTOBER, 2023, by the below-stated person who states and affirms as follows:

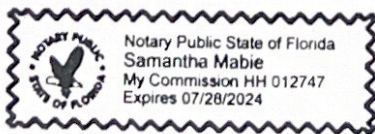
**BY MY SIGNATURE**, I, WILLIAM BENTLEY hereby affirm that I am acting in my capacity and within my authority over **National American Van Lines LLC**, and that I have the full authority to bind **National American Van Lines LLC** to the terms and conditions of this Consent Final Judgment.

  
Name: WILLIAM BENTLEY  
Title: OWNER

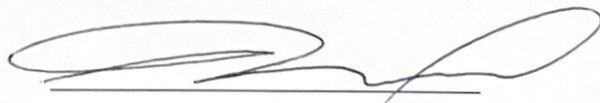
STATE OF Florida )  
COUNTY OF Broward )

**BEFORE ME**, an officer duly authorized to take acknowledgments in the State of Florida, William Bentley personally appeared as owner of **National American Van Lines LLC**. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 23<sup>rd</sup> day of October, 2023.

Subscribed to before me via  physical presence or  online notarization this 23<sup>rd</sup> day of October, 2023.



[NOTARIAL SEAL]



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

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

**ASHLEY MOODY  
ATTORNEY GENERAL**

Dated this 24 day of October, 2023.      Dated this 24 day of Oct., 2023.

By: JAW Warren  
Josie A. Warren  
Senior Assistant Attorney General  
Florida Bar No. 118956  
Consumer Protection Division  
Office of the Attorney General  
1515 North Flagler Drive, Suite 900  
West Palm Beach, FL 33401

By: Victoria Butler  
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

**ORDERED AND ADJUDGED** in chambers in Broward County, Florida,  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Circuit Court Judge

Conformed copies to:

Office of the Attorney General  
Department of Legal Affairs  
Attn: Josie A. Warren  
Senior Assistant Attorney General  
1515 North Flagler Drive, Suite 900  
West Palm Beach, FL 33401  
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*Counsel for Defendant National  
American Van Lines*