

**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)

_____ /

AGREED FINAL JUDGMENT

THIS CAUSE came before the Court without a hearing on Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”) and Defendant Rudolph Logan Rice (“Defendant”) (together, the “parties”), Joint Motion for Entry of Consent Final Judgment and Permanent Injunction against Rudolph Logan Rice filed on November 1, 2024. The parties having stipulated and agreed to the Consent Final Judgment and Stipulated Permanent Injunction attached hereto, this Court, having reviewed the file and necessary papers, does hereby:

1. GRANT the parties Joint Motion for Entry of Consent Final Judgment and Permanent Injunction against Rudolph Logan Rice; and
2. APPROVE and ENTER the attached Consent Final Judgment and Stipulated Permanent Injunction against Rudolph Logan Rice.

DONE AND ORDERED in Chambers at Broward County, Florida on 5th day of November, 2024.


CACE22017919 11-05-2024 3:27 PM

CACE22017919 11-05-2024 3:27 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,

v. Case No.: CACE-22-017919

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.

**CONSENT FINAL JUDGMENT AND STIPULATED PERMANENT
INJUNCTION AGAINST RUDOLPH LOGAN RICE**

Pursuant to the Stipulation for Consent Final Judgment executed by the Plaintiff, Office of the Attorney General, State of Florida, Department of Legal

Affairs and Defendant, RUDOLPH LOGAN RICE, an individual, and the Court having reviewed the Consent Final 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 Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, 1515 North Flagler Drive, Suite 900, West Palm Beach, FL 33401, and against **RUDOLPH LOGAN RICE**, 1770 NW 127th Way, Coral Springs, Florida 33071.

DEFINITIONS

1. "Attorney General" means the Office of the Attorney General, State of Florida, Department of Legal Affairs, Consumer Protection Division.
2. "Complaint" means the Complaint filed in this action on December 8, 2022.
3. "Consent Defendant" means Rudolph Logan Rice a/k/a Rudolph Rice, individually.
4. "Consumer" means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.
5. "Corporate Defendants" means the entities, whether active or inactive, listed in the caption of the Complaint in this matter, and includes: Gold Standard

Moving and Storage LLC; United American Moving LLC; Razor Van Lines LLC; US Pro Moving and Logistics LLC; Executive Van Lines LLC; National American Van Lines LLC; Imperial Moving Group LLC dba Simple Path Moving; Spartan Moving and Storage LLC; Southeast Holding LLC; and Southeast Holdings LLC.

6. "FDUTPA" means the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes.
7. "FMSCA" means the Federal Motor Carrier Safety Administration within the U.S. Department of Transportation.
8. "FMCSA Regulations" means Title 49 C.F.R., Subtitle B, Chapter III, Subchapter B, Section 371, et seq.
9. "Household Goods Moving Broker" or "Moving Broker" means 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. §§ 371.2 and 371.103, FMCSA Regulations.
10. "Moving Broker Services" means the coordinating or arranging for the transportation of household goods by a mover for compensation. § 371.2, FMCSA Regulations.

11. "Parties" means the Consent Defendant and the Plaintiff each being a party.

I. JURISDICTION

The Attorney General and Consent Defendant 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, consumer restitution, civil penalties, attorney's fees and costs and other statutory relief pursuant to Chapter 501, Part II, Florida Statutes, Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").

II. BACKGROUND

The Complaint filed in this matter states claims upon which relief may be granted under the provisions of FDUTPA for alleged direct violations of FDUTPA (Count I) and for alleged violations of FDUTPA based on violations of federal law governing moving brokers including rules promulgated by the Interstate Trade Commission Act, Title 49 U.S.C. Subtitle IV, Part B ("ITC") and regulations promulgated by Federal Motor Carrier Safety Act Title 49 C.F.R. Chapter III, Subchapter B, Section 371, et seq. (Count II – Count VIII).

Specifically, the Complaint seeks relief against the Consent Defendant for allegedly using deceptive and unfair trade practices to advertise and sell moving services to consumers in Florida and throughout the country and for acting as part

of a common enterprise of entities that shared common ownership, management, operations and addresses and that allegedly possessed the same objective to deceive consumers by failing to prominently disclose their status as a moving broker and not a household goods carrier as defined under federal law; by, among other things, providing moving estimates that were not based upon the published tariff of the carrier who would actually transport the household goods; by soliciting deposits from consumers when the Consent Defendant knew they were unable to fulfill the services as advertised and by not making refunds to consumers when the consumers timely requested them. The Attorney General further alleged that numerous consumers who paid deposits to the Corporate Defendants were injured as a result of the Consent Defendant's deceptive and unfair business practices.

This Consent Judgment does not resolve the individual liability of any other individual named in the Complaint. Nor does this Consent Judgment resolve the liability of any Corporate Defendant named in the Complaint. This Consent Judgment resolves only the individual liability of the Consent Defendant, Rudolph Logan Rice, as it relates to his individual liability for the acts and practices of the Defendant Corporations.

III. GENERAL PROVISIONS

3.1 **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 Consent Final Judgment (“Judgment”) without the need for trial, further 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. Consent Defendant has entered into this Judgment freely and does not admit any allegations in the Complaint, except that for purposes of this Judgment, Consent Defendant admits facts necessary to establish the Court’s jurisdiction over Consent Defendant and the subject matter of this action. The entry of this Judgment does not constitute an admission of any wrongful, unethical, or unlawful conduct by the Consent Defendant in this matter or any other matter.

3.2 **Advice of Counsel:** Consent Defendant expressly acknowledges that he has obtained or has had the opportunity to obtain the advice of counsel of an independent attorney of his choosing to assist in the negotiation and preparation of this Judgment. Consent Defendant acknowledges that he has jointly participated with the Attorney General in the negotiation of terms articulated in this Judgment and that he has read this Judgment in its entirety and is aware of its terms and will abide by them, that he has voluntarily executed this Judgment; and to the extent any rights or defenses have been waived by entry into this Judgment, made such waiver

voluntarily and with full knowledge of the ramifications of such waiver.

3.3 **Waiver/Release:** The Attorney General and Consent Defendant waive all rights to seek appellate review, rehearing, or otherwise to challenge or contest the validity of this Judgment. Consent Defendant further waives and releases any and all claims he may have against the Attorney General, its employees, representatives or agents with respect to this action and Judgment.

3.4 **Compliance with Law:** Nothing herein shall relieve the Consent Defendant of the 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 Consent Defendant to engage in acts and practices prohibited by such laws.

3.5 **No Avoidance of Judgment:** Consent Defendant shall not affect 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 or create any new business entities as a method of avoiding the obligations and terms and conditions set forth in this Judgment.

3.6 **Non-Approval of Conduct:** Nothing herein constitutes approval by the Attorney General of Consent Defendants' past or future practices. Consent Defendant 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 Defendant's acts, practices or conduct of business.

3.7 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 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 Defendants for violation of laws other than FDUTPA.

3.8 Use of Settlement as a Defense: Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address conduct of the Consent Defendant 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.

3.9 Full and Final Settlement: 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 of the Parties' decision to enter into this Judgment is based upon any statements by the other Party outside of those reflected in this Judgment.

3.10 **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.

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

3.12 **Effective Date:** The Effective Date shall mean the date the Circuit Court Judge signs this Judgment or signs an order entering this Judgment.

3.13 **Successors and Assigns:** This Judgment is continuing in nature and shall be binding upon any and all successors and/or assigns of the Consent Defendant.

3.14 **Copies:** 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 constitutes the full and final agreement.

ORDER

IV. PERMANENT INJUNCTIVE RELIEF

4.1. The Court hereby permanently enjoins the Consent Defendant and any persons acting under the Consent Defendant's actual direction or control or 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 the Consent Defendant, from direct or indirectly engaging in the following practices:

- a) Owning, operating, controlling or having the authority to control, managing, participating in, either directly or indirectly, any business, organization, entity or individual that provides a service as a household moving broker;
- b) Marketing, advertising, soliciting, selling, offering, engaging in, consulting or otherwise providing directly or indirectly, in Florida or to Consumers in Florida, any services related to the moving industry including but not limited to moving broker services;
- c) Assisting others engaged in soliciting, promoting, advertising, marketing, engaging in sales, offering, or otherwise providing moving broker services or moving

services to Consumers either directly or indirectly that would or do violate Florida law;

- d) Charging, collecting, attempting to collect or accepting any payments in any form, directly or indirectly, for household moving broker services or moving services;
- e) Making false or misleading representations in the course of any trade or commerce involving sales of moving services or moving broker services;
- f) Managing day to day financial or managerial operations of a Florida company, directly or indirectly, that sells household moving services or moving broker services;
- g) Working in any role for a company that sells household moving services or moving broker services;
- h) Making misrepresentations or knowingly assisting others in making misrepresentations related to the offering of products or services in the course of any trade or commerce involving the sale of household moving services or moving broker services;

- i) Engaging in any act or practice likely to mislead Consumers relating to the offering of moving products or services.

4.2. **Notice:** Consent Defendant shall furnish a copy of this Judgment to the leadership of all business organizations or entities that Consent Defendant is passively or actively invested in or employed by, including but not limited to, all business partners, executive management, or all other persons with decision making authority. All such individuals and entities are presumed to have actual knowledge of the required and prohibited acts in this Judgment.

4.3. **Records:** Consent Defendant shall preserve and retain all relevant business and financial records relating to the acts and practices at issue in this Judgment for two (2) years from the Effective Date of the Judgment and shall make any and all books and records available to the Attorney General within ten (10) days of request.

4.4. **Monitoring:** Consent Defendant stipulates that the Attorney General is authorized to monitor Consent Defendant's compliance with this Judgment, without further leave of Court, by all lawful means, including but not limited to the use of representatives posing as Consumers to Consent Defendants, any of Consent Defendant's employees, or any other entity managed or controlled in whole or in part by Consent Defendant, without the necessity of identification or prior notice.

4.5. **Enforcement:** Consent Defendant stipulates that the Attorney General in connection with efforts to enforce this Judgment, may execute post judgment third-party discovery without the necessity of prior notice to Consent Defendant, and thereby waives the notice requirements of Florida Rule of Civil Procedure 1.352 in any subsequent proceeding to enforce this Judgment.

V. MONETARY RELIEF

5.1 **Consumer Relief:** Final Judgment is hereby entered against the Consent Defendant in the amount of EIGHTY-NINE THOUSAND, NINE HUNDRED AND FIFTEEN DOLLARS AND FORTY CENTS \$89,915.40 (the “Consumer Relief Amount”) for which let execution issue forthwith. 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.

5.2 The Consumer Relief Amount stated above does not include funds being held in escrow pursuant to any other agreements with any other entities for the resolution of claims brought in this lawsuit.

5.3 Specifically, the Consumer Relief Amount as stated above does not include and is being collected in addition to the funds currently held in escrow pursuant to the Settlement Agreement in the matter of Gold Standard Moving and Storage, LLC v. Valmar Merchant Services, LLC (Broward County Case No.:

CACE 23-012635) (“Valmar funds”). The Consent Defendant, Rudolph Logan Rice, hereby forever waives any claim, right or entitlement to the Valmar funds or to any portion of the Valmar funds and he agrees that those funds will settle claims separate and apart from the claims settled in this Consent Judgment. Consent Defendant further forever waives any claim, right or entitlement to any funds held by any other merchant processor or bank, or which was at any time held by any other merchant processor or bank in the name of himself or any of the Corporate Defendants.

5.4 The Consent Defendant has agreed and is hereby ordered to pay the Consumer Relief Amount in six monthly installments. The installments are to be paid in accordance with the following installment schedule:

- a) November 15, 2024: Fourteen Thousand, Nine Hundred and Eighty-Five Dollars and Ninety Cents (\$14,985.90);
- b) December 15, 2024: Fourteen Thousand, Nine Hundred and Eighty-Five Dollars and Ninety Cents (\$14,985.90);
- c) January 15, 2025: Fourteen Thousand, Nine Hundred and Eighty-Five Dollars and Ninety Cents (\$14,985.90);
- d) February 15, 2025: Fourteen Thousand, Nine Hundred and Eighty-Five Dollars and Ninety Cents (\$14,985.90);

- e) March 15, 2025: Fourteen Thousand, Nine Hundred and Eighty-Five Dollars and Ninety Cents (\$14,985.90);
- f) April 15, 2025: Fourteen Thousand, Nine Hundred and Eighty-Five Dollars and Ninety Cents (\$14,985.90).

5.5 The Consumer Relief Amount shall be made by wire transfer, cashier's check, or other certified funds payable to the Department of Legal Affairs and shall be sent to the attention of Josie Warren, Senior Assistant Attorney General, Office of the Attorney General, Consumer Protection Division, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida, 33401.

5.6 Any funds remaining after consumer relief is paid shall be deposited in the Department of Legal Affairs Revolving Trust Fund which may be used for purposes that may include, but are not limited to, attorneys' fees, and other costs of consumer relief distribution, costs of investigation and litigation, or be placed in, or applied to, any consumer protection or revolving fund, future consumer protection or privacy enforcement or litigation, consumer education, or for other uses permitted by state law, at the sole discretion of the Attorney General.

5.7 **Default:** Consent Defendant has agreed, and it is hereby ordered, that failure to make each installment payment as required under Section 5.4 and Section 5.5 of this Judgment within ten (10) calendar days of their respective due dates 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 pursuant to Section 55.03 Florida Statutes, will immediately begin to accrue on any unpaid balance due and owing and will be rendered immediately due and payable by Consent Defendant upon Default. In the event of Default, Consent Defendant shall owe a penalty of ONE HUNDRED DOLLARS (\$100.00) per day to the Attorney General for any payment made pursuant to this Section that arrives more than ten (10) days late. Satisfaction of the monetary obligations of this Section shall not relieve Consent Defendant from other obligations under this Consent Judgment.

5.8 The Consent Defendant agrees that the Consumer Relief Amount imposed in connection with this case, or any penalties imposed upon Default under Section 5.7 of this Judgment are not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. 523(a)(7).

5.9 Consent Defendant further agrees not to object to or otherwise dispute any claim for non-dischargeability of the Consumer Relief Amount in any voluntary or involuntary bankruptcy proceeding. In any bankruptcy proceeding relating to the non-dischargeability of the Consumer Relief Amount, the Consent Defendant stipulates that the allegations of Complaint and the findings of this Court may be taken as true and correct, solely for the purposes set forth in his Paragraph, without

further proof. Further, the Consent Defendant agrees that the facts alleged in the Complaint establish all elements necessary to find the Consumer Relief Amount is 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.

5.10 In the event any Consent Defendant files bankruptcy, or an involuntary bankruptcy proceeding is commenced, within ninety (90) days after making any payment to pay off the Consumer Relief Amount pursuant to this Judgment, the applicable Consent Defendant shall remain liable for the full balance of the Consumer Relief Amount as agreed upon herein. The Consumer Relief Amount may be asserted by the Attorney General in any subsequent proceedings to enforce this Judgment, whether through execution, garnishment, or other legal proceedings, or through a proof of claim in any bankruptcy proceeding of any Consent Defendant.

5.11 The Attorney General has agreed not to pursue civil penalties and attorney's fees and costs against Consent Defendant expressly premised upon Consent Defendant's cooperation and upon (a) Consent Defendant's future compliance with this Judgment's Injunctive Terms and all other monetary terms; (b) Consent Defendant's agreement to cooperate with the Attorney General in connection with this action or any subsequent investigation relating to the Attorney General's Complaint in this matter; (c) Consent Defendant's representation that he

did not and will not conceal, transfer, or convey assets of any type (whether monetary, personal property, real property, or otherwise) to any other third person or entity as a means to influence the terms of this Judgment, avoid enforcement of this Judgment, or avoid payment of any amounts due in this matter or pursuant to this Judgment; and (d) the truthfulness, accuracy and completeness of Consent Defendant's sworn statements (made in other related cases to this one) and supporting documents submitted to the Attorney General in discovery including financial statements and statements with respect to the amount of refunds made by the Consent Defendant to satisfy consumer complaints that have been made to the Attorney General. The Consent Defendant understands that these representations of the Consent Defendant included material information upon which the Attorney General relied in negotiating and agreeing to this Judgment and its decision to waive entitlement to seek and pursue civil penalties and attorney's fees and costs.

5.12 If the Attorney General has reason to believe that the Consent Defendant has failed to comply with this Judgment, has failed to disclose any material assets, misstated the value of any material asset, or knowingly made any other material misstatement or omissions in any representation to the Attorney General, the Attorney General may file an appropriate motion with the court to assert that a violation of this Judgment has occurred.

VI. COOPERATION

Consent Defendant shall, in connection with this action or any subsequent investigation related to or associated with the transactions or occurrences that are the subject of the Attorney General's Complaint in this matter, cooperate in good faith with the Attorney General and shall appear and provide truthful complete testimony in any civil trial, civil disposition, or other civil proceeding, interview, affidavit, conference, discovery, review of documents, and for such other matters that a representative of the Attorney General may reasonably request upon three (3) days written notice, or other reasonable notice, at such places in Florida and reasonable times as the Attorney General's representative may designate, without the service of a subpoena.

At any deposition, hearing, or legal proceeding where his testimony is necessary, Consent Defendant shall testify as to his knowledge of and dealings with the other named Defendants in this action and shall testify as to the information for which he has personal knowledge.

VII. FUTURE VIOLATIONS

In the event that a court of competent jurisdiction makes a determination that a violation of any provision of this Judgment has occurred, Rudolph Logan Rice, who has participated in, managed, operated or controlled the operations at the time

of said subsequent violation will be subject to any and all civil penalties and sanctions authorized by law, as well as any additional attorney's fees and costs, and any other relief allowed by law.

VIII. 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.

IX. 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.

X. DISMISSAL

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

[Remainder of this page intentionally left blank.]

RUDOLPH LOGAN RICE, INDIVIDUALLY

Agreed to and signed this 1 day of November, 2024, by the below-stated person who states and affirms as follows:

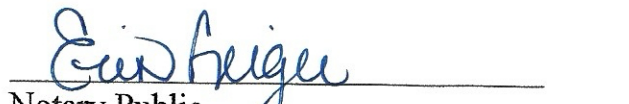
BY MY SIGNATURE, I affirm that my signature below binds me personally and individually to the terms and conditions of this Consent Final Judgment.



Rudolph Logan Rice, Individually

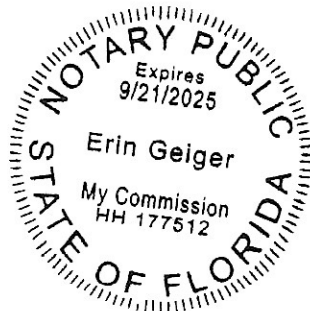
STATE OF FLORIDA)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Rudolph Logan Rice personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 1st day of November, 2024.



Notary Public
Personally known X
OR Produced Identification # _____
Type of Identification Produced _____

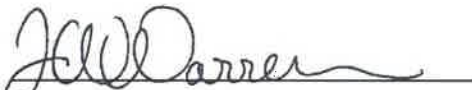
[NOTARIAL SEAL]



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

**ASHLEY MOODY
ATTORNEY GENERAL**

Dated this 15th day of Nov., 2024.



Josie Warren
Senior Assistant Attorney General
Florida Bar No. 118956
Office of the Attorney General
Department of Legal Affairs
1515 North Flagler Drive, Suite 900
West Palm Beach, FL 33401
Telephone: (561) 837-5007
Facsimile: (561) 837-5109

Dated this 15th day of Nov., 2024.



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