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 Defendants Charles Gordon Abrams, Gold Standard Moving and Storage LLC, United American Moving LLC, Razor Van Lines LLC, Us Pro Moving and Logistics LLC, Executive Van Lines LLC, Spartan Moving and Storage LLC, Southeast Holdings LLC, and Southeast Holding LLC ("Abrams Defendants") (together, the "parties"), Joint Motion for Entry of Consent Final Judgment and Stipulated Permanent Injunction against Abrams Defendants filed on February 27, 2025. 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 Stipulated Permanent Injunction against Abrams Defendants; and
- 2. APPROVE and ENTER the attached Consent Final Judgment and Stipulated Permanent Injunction against Abrams Defendants.

DONE AND ORDERED in Chambers at Broward County, Florida on 6th day of March, 2025.

CACE22017919 03-06-2025 11:36 AM

Hon. Martin Bidwill

CIRCUIT COURT JUDGE

CACE 20 1 9 19 03-06-2626 11:36 19

Electronically Signed by Martin Bidwill

Case Number: CACE22017919

Copies Furnished To:

Andrew Ingalls , E-mail : athomsen@daypitney.com Andrew Ingalls , E-mail : aingalls@daypitney.com Aron Raskas , E-mail : mmotola@gunster.com Aron Raskas , E-mail : araskas@gunster.com

Dane E Leitner, E-mail: shimirra.jackson@gray-robinson.com Dane E Leitner, E-mail: dane.leitner@gray-robinson.com Danielle lyn Barber, E-mail: danielle.barber@choicelegal.com

Frank Anthony Florio , E-mail : rbelons@gunster.com Frank Anthony Florio , E-mail : fflorio@gunster.com

Gaetano Parrinello, E-mail: Guy.Parrinello@myfloridalegal.com

Gaetano Parrinello, E-mail: gaetano 524@gmail.com Gary S. Betensky, E-mail: gbetensky@daypitney.com Gary S. Betensky, E-mail: lsabatino@daypitney.com

Harrell Watts II, E-mail: mjadotte@gunster.com Harrell Watts II, E-mail: harrellwatts@gunster.com Harry Winderman, E-mail: filings@whcfla.com Harry Winderman, E-mail: lm@whcfla.com

Harry Winderman, E-mail: hw@whcfla.com Henry B Handler, E-mail: hbh@whcfla.com Henry B Handler, E-mail: jn@whcfla.com

Jonathan K. Osborne, E-mail: josborne@gunster.com

Jonathan K. Osborne , E-mail : nallen-mondesir@gunster.com

Jonathan K. Osborne, E-mail: eservice@gunster.com Josie Warren, E-mail: Josie.Warren@myfloridalegal.com

Josie Warren, E-mail: diashley.james@myfloridalegal.com Josie Warren, E-mail: Brittney.Lainez@myfloridalegal.com

Michelle Moore, E-mail: Michelle.Moore@myfloridalegal.com

Paul E Parrish, E-mail: paul.parrish@theparrishlaw.com Paul E Parrish, E-mail: heather.green@theparrishlaw.com Paul E Parrish, E-mail: nichole.perez@theparrishlaw.com

Pooneh Sarah Charkhian-Martinez, E-mail: Pooneh.CharkhianMartinez@myfloridalegal.com

Sasha Funk Granai , E-mail : angela.godbey@myfloridalegal.com Sasha Funk Granai , E-mail : Zivile.Rimkevicius@myfloridalegal.com Sasha Funk Granai , E-mail : Sasha.FunkGranai@myfloridalegal.com

Stanford Blake, E-mail: lisa@stanfordblakemediation.com Stanford Blake, E-mail: stan@stanfordblakemediation.com Stanford Blake, E-mail: karina@stanfordblakemediation.com

Thad M. Guyer, E-mail: thad@guyerayers.com William J Cornwell, E-mail: mns@whcfla.com William J Cornwell, E-mail: wjc@whcfla.com

kellen gomberg, E-mail: Kellen.gomberg@gray-robinson.com

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.

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, individual; and Rudolph Logan Rice, an individual,

Defendants.

CONSENT FINAL JUDGMENT AND STIPULATED PERMANENT
INJUNCTION AGAINST CHARLES GORDON ABRAMS,
GOLD STANDARD MOVING AND STORAGE LLC, UNITED
AMERICAN MOVING LLC, RAZOR VAN LINES LLC, US PRO MOVING
AND LOGISTICS LLC, EXECUTIVE VAN LINES LLC, SPARTAN
MOVING AND STORAGE LLC, SOUTHEAST HOLDING LLC,
AND SOUTHEAST HOLDINGS LLC

Case No.: CACE-22-017919

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 Defendants, Charles Gordon Abrams, an individual; 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; Spartan Moving and Storage LLC, a Florida limited liability company; Southeast Holding LLC, a Delaware limited liability company; and Southeast Holdings LLC, a Florida limited liability company, 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 N. Flagler Drive, Suite 900, West Palm Beach, FL 33401, and against Charles Gordon Abrams, an individual, with an address of 1605 N. Palmway, Lake Worth, FL 33460; Gold Standard Moving and Storage LLC, a Florida limited liability company with its principal place of business at 1771 North State Road 7, Suite 200, Lauderhill, FL 33313; United American Moving LLC, a Florida limited liability company with its

principal place of business at 2700 W Atlantic Blvd, Suite 204, Pompano Beach, FL 33069; Razor Van Lines LLC, a Florida limited liability company with its principal place of business at 2700 W Atlantic Blvd, Suite 204, Pompano Beach, FL 33069; US Pro Moving and Logistics LLC, a Florida limited liability company with its principal place of business at 2700 W Atlantic Blvd, Suite 204, Pompano Beach, FL 33069; Executive Van Lines LLC, a Delaware limited liability company with its principal place of business at 7901 4th St N, Ste 300, St. Petersburg, FL 33702; Spartan Moving and Storage LLC, a Florida limited liability company with its principal place of business at 2700 W Atlantic Blvd, Suite 100, Pompano Beach, FL 33069; Southeast Holding LLC, a Delaware limited liability company with its principal place of business at 1605 N Palmway, Lake Worth, FL 33460; and Southeast Holdings LLC, a Florida limited liability company with its principal place of business at 2700 W Atlantic Blvd, Suite 204, Pompano Beach, FL 33069.

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 Defendants" means Charles Gordon Abrams, Gold Standard Moving and Storage LLC, United American Moving LLC, Razor Van Lines LLC, US

- Pro Moving and Logistics LLC, Executive Van Lines LLC, Spartan Moving and Storage LLC, Southeast Holding LLC, and Southeast Holdings LLC.
- 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 Gold Standard Moving and Storage LLC; United American Moving LLC; Razor Van Lines LLC; US Pro Moving and Logistics LLC; Executive Van Lines LLC; 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 Defendants and the Plaintiff each being a party.

I. JURISDICTION

The Attorney General and Consent Defendants 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 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 (Counts I, III, V, and VII) 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 FMCSA Regulations (Counts II, IV, VI, and VIII).

Specifically, the Complaint seeks relief against the Consent Defendants 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 Defendants 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 Consent Defendants were injured as a result of the Consent Defendants' deceptive and unfair business practices.

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 Defendants have entered into this Judgment freely and do not admit any allegations in the Complaint, except that for purposes of this Judgment, Consent Defendants admit facts necessary to establish the Court's jurisdiction over Consent Defendants 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 Defendants in this matter or any other matter.

3.2 Advice of Counsel: Consent Defendant Charles Gordon Abrams 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 on behalf of himself individually and on behalf of each of the Corporate Defendants. Consent Defendant Charles Gordon Abrams 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 Defendants waive all rights to seek appellate review, rehearing, or otherwise to challenge or contest the validity of this Judgment. Consent 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. Consent 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 Consent Defendants may not have disclosed, unknown consumer complaints or information that is not the subject of this Complaint.
- 3.4 Compliance with Law: Nothing herein shall relieve the Consent Defendants 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 Defendants to engage in acts and practices prohibited by such laws.
- 3.5 No Avoidance of Judgment: Consent Defendants 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 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 Defendants shall not make any representation to the contrary regarding this Judgment or use the name of the Attorney General or any of its current or former employees or representatives as an endorsement or approval of Consent Defendants' 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 Defendants 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 none of the Parties' decisions to enter into this Judgment are based upon any statements by the other Parties 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 Defendants.
- 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 INJUNCTION

- 4.1. The Court hereby permanently enjoins the Consent Defendants and Consent Defendants' officers, directors, shareholders, employees, independent contractors, representatives, agents, successors, assigns, and any persons acting under the actual direction or control of any of the foregoing and those persons 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 Defendants, from direct or indirectly engaging in the following practices:
 - a) Owning, operating, controlling or having the authority to control, managing, participating in, assisting, or receiving any benefit from, 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 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. Monitoring: Consent Defendants stipulate that the Attorney General is authorized to monitor Consent Defendants' 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 Defendants' employees, or any other entity managed or controlled in whole or in part by Consent Defendants, without the necessity of identification or prior notice.
- 4.3. **Enforcement**: Consent Defendants stipulate 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 Defendants, and thereby waive 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 Charles Gordon Abrams in the amount of FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00) (the "Abrams Consumer Relief Amount") for which let execution issue forthwith. Charles Gordon Abrams has agreed and is hereby ORDERED to pay the Abrams Consumer Relief Amount no later than ninety (90) days after the Effective Date of this Judgment.
- 5.2 Final Judgment is hereby entered against the Corporate Defendants, jointly and severally, in the amount of ONE MILLION FIVE HUNDRED AND NINETEEN THOUSAND DOLLARS AND NO CENTS (\$1,519,000.00) (the "Corporate Consumer Relief Amount") for which let execution issue forthwith. Corporate Defendants are ORDERED to pay the Corporate Consumer Relief Amount no later than ten (10) days after the Effective Date of this Judgment.
- 5.3 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.
- 5.4 The Consumer Relief Amounts stated above do 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.

- 5.5 Specifically, the Consumer Relief Amounts as stated above do not include and are 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 Defendants authorize the release of the Valmar funds from the escrowee to the Office of the Attorney General immediately upon the Effective Date of this Judgment in the manner described in section 5.7 below and hereby forever waive any claim, right or entitlement to the Valmar funds or to any portion of the Valmar funds and agree that those funds will settle claims separate and apart from the claims settled in this Consent Judgment. Consent Defendants further forever waive 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 themselves, Charles Gordon Abrams, individually, or any of the Corporate Defendants.
- 5.6 Penalty: Final Judgment is hereby entered against the Corporate Defendants, jointly and severally, in the amount of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00) (the "Penalty Amount") as civil penalties pursuant to Section 501.2075, Florida Statutes, for which let execution issue forthwith. Corporate Defendants are ORDERED to pay

the Penalty Amount no later than ten (10) days after the Effective Date of this Judgment.

- 5.7 Payment: Payment by Charles Gordon Abrams due in the amount of FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00) (the "Abrams Judgment Amount") and by the Corporate Defendants due in the amount of THREE MILLION AND NINETEEN THOUSAND DOLLARS AND NO CENTS (\$3,019,000.00) (the "Corporate Judgment Amount") 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 and shall be sent to the attention of Josie Warren, Senior Assistant Attorney General, Office of the Attorney General, Consumer Protection Division, 1515 N. Flagler Drive, Suite 900, West Palm Beach, Florida, 33401.
- 5.8 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 place 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.

- Judgment within ten (10) calendar 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 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 Defendants upon Default. In the event of Default, Consent Defendants 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 Defendants from other obligations under this Consent Judgment.
- 5.10 The Consumer Relief Amounts imposed in connection with this case, or any penalties imposed upon Default under section 5.9 of this Judgment are not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. 523(a)(7).
- 5.11 Consent Defendants will not 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 Defendants stipulate that the allegations of Complaint and the findings of this Court may be

taken as true and correct without further proof. Further, the Consent Defendants agree 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.

- 5.12 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 Amounts pursuant to this Judgment, the applicable Consent Defendant shall remain liable for the full balance of the Judgment Amount as agreed upon herein. The Consumer Relief Amounts and Penalty 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.
- 5.13 If the Attorney General has reason to believe that the Consent Defendants have failed to comply with this Judgment, have failed to disclose any material assets, misstated the value of any material asset, or 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 Defendants 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 Charles Gordon Abrams 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, Consent Defendants 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.

CHARLES GORDON ABRAMS, INDIVIDUALLY

Agreed to and signed this 27th day of February, 2025, 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.

Charles Gordon Abrams, Individually

STATE OF FLORIDA () COUNTY OF PAM Beach)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Charles Gordon Abrams personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the $2\ell^+$ day of February, 2025.

Notary Public

Personally known

OR Produced Identification #

Type of Identification Produced _____



GOLD STANDARD MOVING AND STORAGE LLC

Agreed to and signed this 27th day of February, 2025, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, Charles Gordon Abrams hereby affirm that I am acting in my capacity and within my authority over Gold Standard Moving and Storage LLC, and that I have the full authority to bind Gold Standard Moving and Storage LLC to the terms and conditions of this Consent Final Judgment.

Charles Gordon Abrams

Title

STATE OF FLORIDA)
COUNTY OF (A M Broch)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Charles Gordon Abrams personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 26^{+} day of 4000, 2025.

Notary Public

Personally known 🔀

OR Produced Identification #_

Type of Identification Produced _



UNITED AMERICAN MOVING LLC

Agreed to and signed this 27th day of February, 2025, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, Charles Gordon Abrams hereby affirm that I am acting in my capacity and within my authority over United American Moving LLC, and that I have the full authority to bind United American Moving LLC to the terms and conditions of this Consent Final Judgment.

Charles Gordon Abrams

Title

STATE OF FLORIDA COUNTY OF PAlm Beach

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Charles Gordon Abrams personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 26 day of February, 2025.

Notary Public

Personally known

OR Produced Identification #_

Type of Identification Produced



RAZOR VAN LINES LLC

Agreed to and signed this 27th day of February, 2025, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, Charles Gordon Abrams hereby affirm that I am acting in my capacity and within my authority over Razor Van Lines LLC, and that I have the full authority to bind Razor Van Lines LLC to the terms and conditions of this Consent Final Judgment.

Charles Gordon Abrams

Title

STATE OF FLORIDA ()
COUNTY OF VAIM Beach)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Charles Gordon Abrams <u>personally appeared</u>, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the <u>Personally</u>, 2025.

Notary Public

Personally known __>

OR Produced Identification #_

Type of Identification Produced



US PRO MOVING AND LOGISTICS LLC

Agreed to and signed this 27th day of February, 2025, by the belowstated person who states and affirms as follows:

BY MY SIGNATURE, I, Charles Gordon Abrams hereby affirm that I am acting in my capacity and within my authority over US Pro Moving and Logistics LLC, and that I have the full authority to bind US Pro Moving and Logistics LLC to the terms and conditions of this Consent Final Judgment.

Charles Gordon Abrams

STATE OF FLORIDA COUNTY OF Jahr Beach

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Charles Gordon Abrams personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 26% day of February, 2025.

Notary Public

Personally known X

OR Produced Identification #

Type of Identification Produced



EXECUTIVE VAN LINES LLC

Agreed to and signed this 27th day of February, 2025, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, Charles Gordon Abrams hereby affirm that I am acting in my capacity and within my authority over Executive Van Lines LLC, and that I have the full authority to bind Executive Van Lines LLC to the terms and conditions of this Consent Final Judgment.

Charles Gordon Abrams

Title

STATE OF FLORIDA)
COUNTY OF Do beach)

State of Florida, Charles Gordon Abrams personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 200 day of February, 2025.

Notary Public

Personally known _>

OR Produced Identification #

Type of Identification Produced _



SPARTAN MOVING AND STORAGE LLC

Agreed to and signed this ^{27th} day of February, 2025, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, Charles Gordon Abrams hereby affirm that I am acting in my capacity and within my authority over Spartan Moving and Storage LLC, and that I have the full authority to bind Spartan Moving and Storage LLC to the terms and conditions of this Consent Final Judgment.

Charles Gordon Abrams

Title

STATE OF FLORIDA)
COUNTY OF Palm Beach)

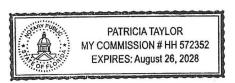
State of Florida, Charles Gordon Abrams personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the day of February, 2025.

Notary Public

Personally known

OR Produced Identification #

Type of Identification Produced



SOUTHEAST HOLDING LLC

Agreed to and signed this 27th day of February, 2025, by the belowstated person who states and affirms as follows:

BY MY SIGNATURE, I, Charles Gordon Abrams hereby affirm that I am acting in my capacity and within my authority over Southeast Holding LLC, and that I have the full authority to bind Southeast Holding LLC to the terms and conditions of this Consent Final Judgment.

Charles Gordon Abrams

STATE OF FLORIDA COUNTY OF John Beach

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Charles Gordon Abrams personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 20th day of February, 2025.

Notary Public

Personally known

OR Produced Identification #

Type of Identification Produced _



SOUTHEAST HOLDINGS LLC

Agreed to and signed this 27th day of February, 2025, by the belowstated person who states and affirms as follows:

BY MY SIGNATURE, I, Charles Gordon Abrams hereby affirm that I am acting in my capacity and within my authority over Southeast Holdings LLC, and that I have the full authority to bind Southeast Holdings LLC to the terms and conditions of this Consent Final Judgment.

Charles Gordon Abrams

STATE OF FLORIDA (COUNTY OF Palmbeach)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Charles Gordon Abrams personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 26th day of February, 2025.

Notary Public

Personally known X

OR Produced Identification #

Type of Identification Produced ____



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

JAMES UTHMEIER ATTORNEY GENERAL

Dated this 27 day of Feb., 2025. Dated this 27 day of February, 2025.

Josie Warren (FBN 118956) Senior Assistant Attorney General Office of the Attorney General Department of Legal Affairs 1515 North Flagler Drive, Suite 900 West Palm Beach, FL 33401

Tel: (561) 837-5007 Fax: (561) 837-5109 Victoria Butler
Victoria Butler

Director, Consumer Protection Division Office of the Attorney General Department of Legal Affairs 3507 East Frontage Road #325 Tampa, Florida 33607

Tel: (813) 287-7950 Fax: (813) 281-5515