

FORM 1.997. CIVIL COVER SHEET

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

I. CASE STYLE

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY

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

CASE NO. 12015527

Plaintiff,

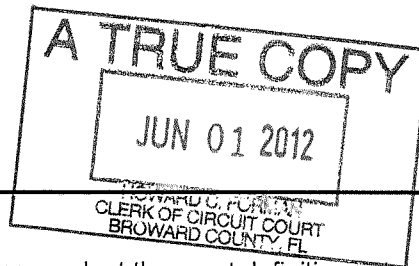
JUDGE _____

09

v.

1-800-411-PAIN REFERRAL SERVICES, LLC,
A Florida Limited Liability Corporation,

Defendants.



II. TYPE OF CASE

(If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an "x" in both the main category and subcategory boxes.

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence – other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability – commercial
 - Premises liability – residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure \$0 - \$50,000
 - Commercial foreclosure \$50,001 - \$249,999
 - Commercial foreclosure \$250,000 or more
 - Homestead residential foreclosure \$0 – \$50,000
 - Homestead residential foreclosure \$50,001 - \$249,999
 - Homestead residential foreclosure \$250,000 or more
 - Non-homestead residential foreclosure \$0 - \$50,000
- Non-homestead residential foreclosure \$50,001 - \$249,999
- Non-homestead residential foreclosure \$250,000 or more
- Other real property actions \$0 - \$50,000
- Other real property actions \$50,001 - \$249,999
- Other real property actions \$250,000 or more
- Professional malpractice
 - Malpractice – business
 - Malpractice – medical
 - Malpractice – other professional
- Other
 - Antitrust/Trade Regulation
 - Business Transaction
 - Constitutional challenge-statute or ordinance
 - Constitutional challenge-proposed amendment
 - Corporate Trusts
 - Discrimination-employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

- III. **REMEDIES SOUGHT** (check all that apply):
- Monetary;
 - Non-monetary declaratory or injunctive relief;
 - Punitive

IV. **NUMBER OF CAUSES OF ACTION: (2)**
(Specify) _____

V. **IS THIS CASE A CLASS ACTION LAWSUIT?**

- Yes
- No

VI. **HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- No
- Yes – If "yes" list all related cases by name, case number and court:

VII. **IS JURY TRIAL DEMANDED IN COMPLAINT?**

- Yes
- No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature: _____

Fla. Bar #: 598542

Respectfully Submitted,

DATE: June 1, 2012

SAMANTHA SCHOSBERG FEUER, ESQUIRE

Assistant Attorney General
Florida Bar # 598542
Office of the Attorney General
Division of Economic Crimes
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida 33405
Tel: 561-837-5000
Fax: 561-837-5102

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

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

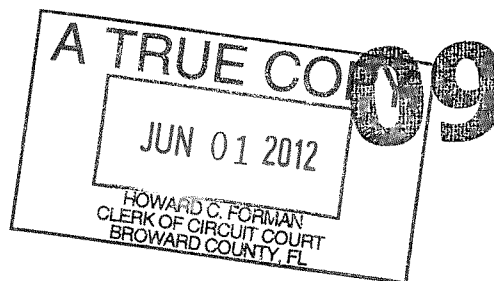
Plaintiff,

CASE NO. 12015527

vs.

1-800-411-PAIN REFERRAL SERVICES, LLC.,
a Florida Limited Liability Corporation,

Defendant.



**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF, CIVIL PENALTIES
AND OTHER STATUTORY RELIEF**

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL**, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA, hereinafter referred to as (“OAG” or “Plaintiff”), sues Defendant, **1-800-411-PAIN REFERRAL SERVICES, LLC.**, a Florida Limited Liability Corporation; (“**411**”) and states:

JURISDICTION

1. This is an action pursuant to Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”). The action seeks declaratory and injunctive relief, civil penalties, and attorneys’ fees and costs.

2. This Court has jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes.

3. Plaintiff is an enforcing authority of Florida's Deceptive and Unfair Trade Practices Act as defined in Chapter 501, Part II, Florida Statutes, and is authorized to seek consumer restitution, civil penalties, attorneys’ fees and costs, and other statutory relief pursuant

to this part.

4. Venue is proper in the Seventeenth Circuit under Florida Statute, Sections 47.011 and 47.021, as the acts and practices at issue here in occurred in Broward County, Florida, as well as other counties within the State of Florida.

5. Plaintiff has conducted an investigation, and the head of the enforcing authority, Attorney General Pamela Jo Bondi, has determined that an enforcement action serves the public interest. *See Exhibit "A"*.

6. Defendant, at all times material hereto, were in the business of providing goods or services as defined within Section 501.203(8), Florida Statutes.

7. Defendant, at all times material hereto, solicited consumers within the definitions of Section 501.203(7), Florida Statutes.

8. Defendant, at all times material hereto, were engaged in a trade or commerce within the definition of Section 501.203(8), Florida Statutes.

FACTUAL BACKGROUND

9. At all times material hereto, Defendant, **411**, is and was a Florida company authorized to do business in the state of Florida with its principal place of business registered at 2659 West Oakland Park Boulevard, Lauderdale Lakes, Florida 33311.

10. Defendant, **411**, is a lawyer and chiropractic referral service in the United States that markets and advertises their services to consumers through a wide range of advertising media, including, but not limited to, radio, television, internet, and print, with their business primarily concentrated in the State of Florida.

11. Defendant, through its advertising, misrepresent to consumers that they could be entitled up to \$100,000.00 or more for injuries and lost wages sustained in accidents, depending

on the facts. Specifically, Defendant admonished consumers by radio and television advertisements not to make what could be a “million dollar mistake.”

12. Defendant, through its advertising, also states and/or implies consumers can obtain more than \$10,000.00 in Personal Injury Protection (“PIP”) benefits or compensation for the injuries and loss wages they sustained.

13. Defendant’s use of individuals in its advertising who are dressed as police officers, without clearly and conspicuously stating the individual in the advertisement is a “Paid Actor” is misleading consumers to believe the individual is an actual police officer. *See Exhibit “B”* attached hereto.

14. In its advertising, Defendant misrepresent that a law enforcement or a municipal official is directing or mandating the consumer to contact Defendant immediately after contacting 911 and/or other emergency services. *See also Exhibit “B”*.

15. Defendant misrepresents and misleads consumers to believe that Defendant directs or refers the consumer to a “qualified” attorney or “specialized” attorney, leading consumers to believe they are being referred by Defendant to an attorney who specializes in the type of injury or accident they have sustained.

16. Defendant misrepresents to consumers that Defendant has physicians on staff who specialize in certain areas of medicine.

17. Defendant misrepresents through advertising that there is an absolute guarantee consumers will obtain monetary compensation for lost wages.

18. Defendant uses testimonials in its advertising that is not actual testimonials received by consumers who have utilized Defendant’s service. *See Exhibit “C”*.

19. Defendant frequently targets minorities and sponsor events in minority or unrepresented communities.

20. Thousands of Florida consumers have been affected by Defendant's misrepresentations due to Defendant's deceptive conduct.

21. Defendant continues to persist in committing the acts and practices described above and consumers will continue to be harmed if Defendant's behavior is not stopped.

22. The acts and practices of Defendant described above are unfair, deceptive and unconscionable, and constitute a violation of FDUTPA.

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

23. Plaintiff repeats and re-alleges Paragraphs 1 through 22 above, with the same force and effect, as if fully sets forth above.

24. The Florida Deceptive and Unfair Trade Practices Act, §501.204(1), Florida Statutes, provides that "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

25. Commencing on a date unknown, but at least within the past four years, the Defendant, by undertaking in the activities set forth in Paragraphs 11 through 21 engaged in various deceptive and unfair trade practices in violation of the Florida Deceptive and Unfair Trade Practices Act, §501.201, Florida Statutes, by engaging in unconscionable acts or practices in trade or commerce in the course of offering and/or marketing of foreclosure-related rescue services.

26. These above-described acts and practices of Defendant have injured and will likely continue to injure and prejudice the public.

27. Unless the Defendant is permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of the Defendant will result in irreparable injury to the public for which there is no adequate remedy at law.

28. Plaintiff is entitled to injunctive and equitable relief under Florida Statutes Section 501.207, and civil penalties up to \$10,000.00 per incident or \$15,000.00 if the consumer is a senior citizen or handicapped person pursuant to Florida Statutes Section 501.2075 and 501.2077.

COUNT TWO
VIOLATIONS OF §817.41(1), FLORIDA STATUTES,
MISLEADING ADVERTISING
VIOLATIONS OF FLORIDA STATUTES, CHAPTER 501, PART II,
DECEPTIVE AND UNFAIR TRADE PRACTICES

29. The Plaintiff repeats and re-alleges Paragraphs 1 through 22, with the same force and effect, as if fully sets forth below:

30. Section 817.41(1), Florida Statutes, prohibiting misleading advertising, proscribes unfair, deceptive, and unconscionable acts and practices and states:

“(1) It shall be unlawful for any person to make or disseminate or cause to be made or disseminated before the general public of the state, or any portion thereof, any misleading advertisement. Such making or dissemination of misleading advertising shall constitute and is hereby declared to be fraudulent and unlawful, designed and intended for obtaining money or property under false pretenses.”

31. Pursuant to §501.203(3)(c), Florida Statutes, a violation of Florida Statutes, Chapter 501, Part II, may be based upon “[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.”

32. As set forth in paragraphs 11 through 21 above, by advertising misleading and false information through various forms of widespread advertising media, Defendants have violated §817.41(1) and have thus committed acts or practices in trade or commerce which offend established public policy and are unethical, unscrupulous or injurious to consumers in violation of §501.204(1), Florida Statutes.

33. These above-described acts and practices of Defendant have injured and will likely continue to injure and prejudice the public.

34. Unless the Defendant is permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of the Defendant will result in irreparable injury to the public for which there is no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs, respectfully requests that this Court grant:

A. Permanent injunctive relief against the Defendant for violations of Chapter 501, Part II, Florida Statutes;

B. Permanent injunctive relief against the Defendant for violations of §817.41(1), Florida Statutes, related to misleading advertising;

C. Assess civil penalties against Defendant, in the amount of \$10,000.00 or \$15,000.00 if the consumer is a senior citizen or handicapped person pursuant to Florida Statutes Section 501.2075 and 501.2077 for each violation of Chapter 501, Part II, Florida Statutes;

D. Award the Plaintiff attorneys' fees and costs pursuant to the provisions of Chapter 501, Part II, Florida Statutes, and as otherwise may be allowable by applicable statutes;

E. Require disgorgement of profits and award restitution and refunds to Florida consumers for each violation of Florida law; and

F. Award such other relief as the interests of justice shall require and that this Honorable Court may deem just and proper.

DATED ON this 18 day of June, 2012.

Respectfully Submitted,

PAMELA JO BONDI
ATTORNEY GENERAL

SAMANTHA SCHOSBERG FEUER
Assistant Attorney General
Florida Bar # 598542
Office of the Attorney General
Division of Economic Crimes
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida 33405
Telephone: 561-837-5000
Telefax: 561-837-5102

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

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

Plaintiff,

CASE NO. _____

vs.

1-800-411-PAIN REFERRAL SERVICES, LLC,
a Florida Limited Liability Corporation,
Defendant.

DETERMINATION OF PUBLIC INTEREST

**COMES NOW, PAMELA JO BONDI, ATTORNEY GENERAL, STATE OF
FLORIDA** and states:

1. Pursuant to Section 20.11, Florida Statutes, I am the head of the Department of Legal Affairs, State of Florida (hereinafter referred to as the "Department").

2. In this matter, the Department seeks actual civil penalties on behalf of one or more consumers caused by an act or practice performed in violation of Chapter 501, Part II, Florida Statutes.

3. I have reviewed this matter and I have determined that an enforcement action serves the public interest.

Dated: 6/1/12

Pamela Jo Bondi

PAMELA JO BONDI
ATTORNEY GENERAL
STATE OF FLORIDA





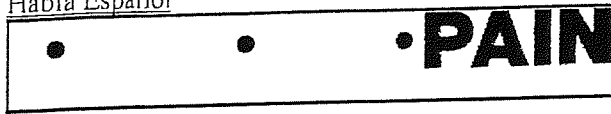
PLAINTIFF'S
EXHIBIT

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[Habla Espanol](#)



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Testimonials

"Just sending a thank you for the t-shirts. I received them this morning along with the card, pens, and glove box envelope. Thank you very much again and your prompt attention is much appreciated. Have a good day!"
- **Sheria W**

"Your office is filled with nice people. Thank you for all of your help."
- **Margot H**

"Your therapists are so welcoming, polite, and very good at their jobs. I will not go anywhere else if I ever have another accident."
- **Elena P**

"This clinic and its staff have been great. They are very helpful and friendly. I will miss them a lot! I feel so good!"
- **Gwendolina C**

"Very friendly and kind staff... we need more sweet, kind, and friendly people in all of the health care fields."
- **Pearlethia A**

"Your therapists do a great job! Five star facility!"
- **Ruben R**

"Everyone is very helpful and sweet"
- **Alex M**

"Everyone is very nice, professional, and caring. Your facility is so clean and comfortable."
- **Terry S**

"The service I received at your office was excellent. The care, the staff, the equipment, everything was great!"
- **Antonio A**

"Just a few words of appreciation to the office staff. I really appreciate the fact that since I've been coming here I've noticed that everyone seems to know what they are doing and the things the patients need to have done are done in a timely manner as well. The massage therapists here are the best and the front desk personnel are great also, along with the lovely smiles you receive when you come in. Adam is very nice and so is Jessica with her wonderful personality. Overall the office personnel is great!"

Where to Find Us

Enter your zip code or address below to find the 411 Pain location nearest you.

Where to Find Us Zip Code or Address



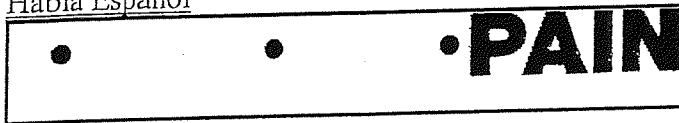
<http://411pain.com/testimonials/testimonials-list/>

6/27/2011

Medical and Lawyer Referral Service

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Testimonials

We are glad to provide you with additional information about 411 Pain's experience and services. Under the Florida Bar rules that apply to our website, however, you must ask us for this information before we can give it to you. All you need to do to ask for this information is to read this Disclosure Statement completely and click 'OK' at the bottom of this page. You will then be able to see more information about 411 Pain, including testimonials and past results.

The additional information about 411 Pain includes testimonial statements from persons who have used 411 Pain's services. The testimonials that are shown are not necessarily representative of every person's experience with us. Testimonials from every 411 Pain user are not provided. As no two situations are identical, the facts and circumstances of your situation may differ from those for which testimonials are shown.

The information may also include a description of some of the past results that we have obtained. Not all results are provided, and the results shown are not representative of all results obtained by us. No two situations are exactly alike; every person depends on the individual facts and circumstances.

Please note that Florida Bar rules require us to tell you that this Disclosure Statement and the additional information you are requesting has not been reviewed or approved by the Florida Bar. By clicking 'OK' I acknowledge that I have read this Disclosure Statement and hereby request the additional information about 411 Pain.



Where to Find Us

Enter your zip code or address below to find the 411 Pain location nearest you.

Where to Find Us Zip Code or Address



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

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

Plaintiff,
vs.

Case No.: 12015527

1-800-411-PAIN REFERRAL SERVICES, LLC,
a Florida Limited Liability Corporation,

Defendants.



09

AGREED MOTION TO ENTER STIPULATED CONSENT FINAL JUDGMENT

Plaintiff Office of the Attorney General, Department of Legal Affairs, State of Florida, with the consent of Defendants, 1-800-411-PAIN REFERRAL SERVICES, LLC., hereby moves the Court to enter the proposed Stipulated Consent Final Judgment. In support hereof, Plaintiff states as follows:


1. Plaintiff Office of the Attorney General, Department of Legal Affairs, State of Florida (the "Department") is an agency of the state and the enforcing authority under the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Section 501.201 *et seq.* ("FDUTPA").
2. The Department conducted an investigation into the business practices of Defendants 1-800-411-PAIN REFERRAL SERVICES, LLC, ("Defendants").
3. The parties have reached a proposed agreement of all matters at issue in the action, pursuant to which the Office to the Attorney General, with the consent of Defendants, requests the Court enter the attached Stipulated Consent Final Judgment ("Judgment"). *See Exhibit A.* The fully-executed proposed Judgment, executed by all the parties in advance of

entry by the Court so as to indicate the parties' agreement and consent to the proposed Judgment, will be presented to the Court at or before the hearing.

WHEREFORE, Plaintiff Office of the Attorney General, Department of Legal Affairs, State of Florida, with the agreement of Defendants, hereby moves this Court to enter the proposed Stipulated Consent Final Judgment, and for other such relief as this Court deems just and proper.

Respectfully Submitted,

PAMELA JO BONDI
Attorney General of the State of Florida

By: 
SAMANTHA SCHOSBERG FEUER
Assistant Attorney General
Florida Bar #598542
Office of the Attorney General
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida 33405
Telephone: 561-837-5000

CERTIFICATE OF SERVICE

I HEREBY certify that a true and correct copy of the foregoing document was furnished by U.S. mail, postage prepaid, and email, this 1st day of June, 2012 to the following:

Lester J. Perling, Esquire
BROAD AND CASSEL
100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394


SAMANTHA SCHOSBERG FEUER
Assistant Attorney General

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

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

Plaintiff,

CASE NO. _____

vs.

1-800-411-PAIN REFERRAL SERVICES, LLC,
a Florida Limited Liability Corporation,
Defendant.

STIPULATED CONSENT FINAL JUDGMENT

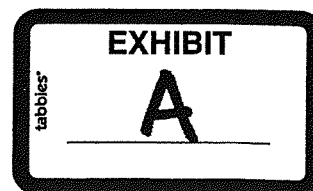
THIS CAUSE having come to be heard on the Motion to Enter Stipulated Consent Final Judgment by Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA (hereinafter "**PLAINTIFF**" or "**Department**"), against DEFENDANT, 1-800-411-PAIN REFERRAL SERVICES, LLC, a Florida Limited Liability Corporation (hereinafter "**DEFENDANT**" or "**411 Pain**"), and the parties having agreed to entry of this Stipulated Consent Final Judgment, as well as the waiver of the necessity of the Court to make specific findings of fact, and having agreed that this Court has jurisdiction to enter this Consent Final Judgment in this matter, this Court

ORDERS AND ADJUDGES as follows:

I. FACTUAL BACKGROUND

1. **PLAINTIFF** is an agency of the state and the enforcing authority under the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Section 501.201 *et seq.* ("FDUTPA").

2. DEFENDANT, **411 Pain**, is a Florida Limited Liability Company with its



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principal place of business registered at 2659 West Oakland Park Boulevard, Lauderdale Lakes, FL 33311.

3. **411 Pain** is a lawyer and chiropractic referral service in the United States that markets and advertises their services to consumers through a wide range of advertising media, including, but not limited to, radio, television, internet, and print, with their business primarily concentrated in the State of Florida.

4. DEFENDANT, **411 Pain**, is the licensee of the federally registered services marks, 1-800-411-PAIN® and 411 PAIN® (“the Marks”).

5. 411 PAIN sub-licenses the Marks to various entities, including chiropractic clinics.

6. ROBERT LEWIN is a manager of **411 Pain** and has actual and legal authority and control over the acts and practices of **411 Pain**.

7. HARLEY LEWIN is a manager of **411 Pain** and has actual and legal authority and control over the acts and practices of **411 Pain**.

8. To prevail on an action under FDUTPA, the plaintiff must show that “the alleged practice was likely to deceive a consumer acting reasonably in the same circumstances.” *Office of Attorney General, Department of Legal Affairs v. Wyndham International, Inc.*, 869 So. 2d 592, 598 (Fla. 1st DCA 2004).

9. **PLAINTIFF** initiated an investigation into allegations that **DEFENDANT** engaged in acts or practices in the State of Florida that were misleading, unfair, deceptive or unconscionable in that:

a. **DEFENDANT** misrepresents to consumers that they could be entitled up to \$100,000.00 or more for injuries and lost wages sustained in accidents, depending on

the facts. Specifically, **DEFENDANT** admonished consumers by radio and television advertisements not to make what could be a “million dollar mistake.”

b. **DEFENDANT** states and/or implies consumers can obtain more than \$10,000.00 in Personal Injury Protection (“PIP”) benefits or compensation for the injuries and lost wages they sustained.

c. **DEFENDANT** uses in its advertising individuals who are dressed as police officers, without clearly and conspicuously stating the individual in the advertisement is a “Paid Actor,” thereby misleading consumers to believe the individual is an actual police officer.

d. **DEFENDANT** misrepresents that a law enforcement or a municipal official is directing or mandating the consumer to contact **DEFENDANT** immediately after contacting 911 and/or other emergency services.

e. **DEFENDANT** misrepresents and misleads consumers to believe that **DEFENDANT** directs consumers to lawyer specialists, when no such specialty exists.

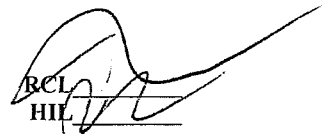
f. **DEFENDANT** misrepresents through advertising that there is an absolute guarantee consumers will obtain monetary compensation for lost wages.

g. **DEFENDANT** uses testimonials in their advertising that are not actual testimonials received by consumers who have utilized **DEFENDANT’S** service.

10. Plaintiff has received roughly 40 consumer complaints relating to the above-described, alleged misconduct of **DEFENDANT**.

11. **PLAINTIFF** believes that consumers in the State of Florida were actually injured by the alleged unfair, deceptive and unconscionable practices of **DEFENDANT** and the acts and practices of **DEFENDANT** described above are unfair, deceptive and unconscionable, and

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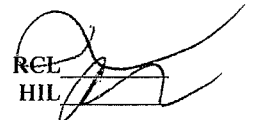
constitute a violation of FDUTPA.

12. **DEFENDANT** disputes Plaintiff's purported investigative findings and further disputes Plaintiff's contentions in paragraphs 8-12, above, and, by entering this Stipulated Consent Final Judgment, makes no admission of guilt or wrongdoing of any kind whatsoever or that it, or its affiliated companies, engaged in any wrongdoing or committed any violation of FDUTPA or that it is even subject to FDUTPA, in view of the Florida Bar's regulation of the conduct at issue herein. This Stipulated Consent Final Judgment contains neither findings of fact, nor conclusions of law concerning Plaintiff's allegations against **DEFENDANT** or, as a general proposition, the applicability of FDUTPA to conduct also regulated by the Florida Bar.

13. **DEFENDANT** also contends it has been registered with the Florida Bar as a private lawyer referral service within the meaning of Rule 4-7.10 of the Rules Regulating the Florida Bar since June 2010 and is, as of the date of this Stipulated Consent Final Judgment, listed by the Florida Bar as being "in compliance" with the Florida Bar's requirements for private lawyer referral services, including the requirements for lawyer advertising under Rule 4-7.1, *et. seq.* As such, **DEFENDANT** contends that conduct the Florida Bar has approved cannot constitute a violation of FDUTPA. The Department disputes each of **DEFENDANT'S** contentions in this regard.

14. Plaintiff and **DEFENDANT** have entered into this Consent Final Judgment with the express understanding that it is the product of extended and comprehensive settlement negotiations. The Court expressly finds that the Department and **DEFENDANT** have participated in those negotiations in good faith and have entered into Stipulated Consent Final Judgment in good faith, to resolve genuinely disputed contentions and, consequently neither this Stipulated Consent Final Judgment, nor the fact of its execution or negotiation should be

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admissible against **DEFENDANT** in any judicial or administrative proceeding as any type actual or tacit admission of wrongdoing or fault of any kind on the part of **DEFENDANT** or that any consumer has suffered or sustained actual harm or damages as a result of the actions alleged against **DEFENDANT**.

15. The parties stipulate and agree that this Court has jurisdiction over the parties pursuant to this Stipulated Consent Final Judgment, which the Court adopts, approves and ratifies.

II. DEFINITIONS

16. "Advertising" (including "advertisement" and "advertise") means any message disseminated to consumers (as defined herein) which promotes or is likely to promote directly indirectly any good, merchandise, property, product, or service. The term "advertising" includes, but is not limited to, messages conveyed visually, orally, or in writing:

a. in a newspaper, magazine, periodical, leaflet, flyer, catalog, brochure, circular, on or in packaging; in telefacsimile material; in any direct mail literature, including but not limited to inserts, notices and forms; or

b. on any recording, radio, television, video, computer, by a telephonic transmission, telex, facsimile or telecopier transmission, Internet, mobile, or other electronic transmission or during any other transmission.

17. "Clear and Conspicuous" (including "Clearly and Conspicuously") means that a statement, representation, claim, disclosure or term being conveyed is presented in a way that is readily noticeable and easily understandable by a consumer to whom it is directed acting reasonably under the circumstances.

18. "Third-Party Advertiser" means a person or entity other than **DEFENDANT** who pursuant to a contract directly with **DEFENDANT**, advertises, promotes, offers for sale or sells either directly or through third parties ("Indirect Advertisers") **DEFENDANT's** services to consumers and accepts orders for **DEFENDANT'S** services.

III. COMPLIANCE

19. The Department has not approved any of **DEFENDANT's** past, current or proposed business practices, and therefore, no portion of this Stipulated Consent Final Judgment shall be construed as such an approval of any of Defendant's conduct or business practices by Plaintiff. Nor has the Department or this Court concluded through a contested proceeding that any of **DEFENDANT's** past, current or proposed business practices violated or violate any law, including FDUPTA, and therefore no portion of this Stipulated Consent Final Judgment shall be construed as such by any person or entity or any tribunal or court or any administrative or regulatory body. Pursuant to § 501.207, Fla. Stat., the injunctive relief provided herein shall have state-wide effect.

20. The parties agree that **DEFENDANT** shall comply with the FDUTPA-related terms of this Stipulated Consent Final Judgment, in connection with its commercial advertising and Florida Bar Rule 4-7.2 regarding Lawyer Referral Services without waiver to asserting in connection with any other legal or administrative proceeding that it is not subject to, or governed by, FDUTPA.

21. The parties agree that, while this Stipulated Consent Final Judgment covers **DEFENDANT**, as well as its managers, members and affiliates ("the affiliated parties"), and that the Department will not initiate a separate action against the affiliated parties for the conduct addressed by the Stipulated Consent Final Judgment provided Defendant complies with the

terms herein, the Department reserves the right to initiate a separate action against the affiliated parties for conduct that is not addressed by this Stipulated Consent Final Judgment, specifically the allegations addressed in paragraph 10 of this Stipulated Consent Final Judgment. As noted in paragraph 5 herein, DEFENDANT may sub-license the Marks to third parties (with whom it has no affiliation) and, for that reason and because such third parties are not subject to this Stipulated Consent Final Judgment, any violation of this Stipulated Consent Final Judgment by any such third parties shall not be attributed to DEFENDANT and/or the affiliated parties.

22. **DEFENDANT**, its agents, officials, successors and assigns, in connection with the advertising, marketing, promotion, offering for sale or selling of products and services to consumers, directly or through a Third Party Advertiser, **SHALL NOT:**

- a. Use any advertising that promises any specific amount of monetary reward;
- b. Use or imply any specific dollar amount in any PIP-related advertising that is more than \$10,000.00 in PIP benefits;
- c. Use the portrayal of a police officer or other state actor in an advertisement that does not clearly and conspicuously state the individual in the advertisement is a "Paid Actor";
- d. Imply or misrepresent in any advertising that law enforcement or an municipal official is directing or mandating an individual to contact **DEFENDANT** after contacting 911 or other emergency services;
- e. Make any misrepresentation or mislead an individual to believe that **DEFENDANT** is directing the consumer to a "specialized" attorney, leading consumers to believe they are being referred by **DEFENDANT** to an attorney who specializes in the

type of injury or accident they have sustained, regardless of the area in which the attorney specializes;

f. Use advertising that misrepresents or tends to mislead consumers to believe there is a guarantee they will obtain monetary compensation for lost wages;

g. Use testimonials in advertising that are not actual written testimonials received by **DEFENDANT** from consumers who have used **DEFENDANT's** service;

23. **DEFENDANT**, in connection with the advertising, marketing, promotion, offering for sale or selling of products and services to consumers, directly or through a Third Party Advertiser, **SHALL**:

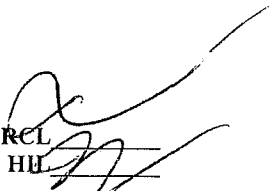
a. Modify any websites and all other online advertising used by **DEFENDANT** utilizing a "Find a Lawyer" section or equivalent service to reflect only currently licensed lawyers and not doctors or chiropractors or other individuals who are not licensed to practice law; and

b. Respond substantively to customer service calls, complaints and inquiries within 72 hours.

IV. REQUIRED FUTURE CONDUCT

24. It is hereby agreed by the parties that **DEFENDANT** and its representatives, agents, employees, or any other person who acts under, by, through, or on behalf of **DEFENDANT**, directly or indirectly, including, or through any corporate or other device shall, pursuant to this Stipulated Consent Final Judgment, comply with its FDUTPA -related terms as one of the terms and conditions of this Stipulated Consent Final Judgment. **DEFENDANT's** obligation to comply with FDUTPA pursuant to the terms and conditions of this Consent Final

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Judgment is without prejudice to its asserting in any other legal or administrative proceeding (not initiated by the Department) that it is not subject to, or governed by, FDUTPA.

V. MONETARY TERMS

25. Upon its execution of this Stipulated Consent Final Judgment, **DEFENDANT**

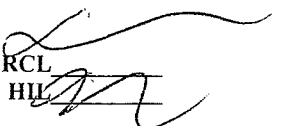
a. Will pay attorneys' fees, and investigative fees and costs, as follows:

\$75,000.00 in the form of a **certified check made payable** to the "Legal Affairs Revolving Trust Fund," along with the partially executed Stipulated Consent Final Judgment signed by **DEFENDANT** and **DEFENDANT's** attorney, delivered to Assistant Attorney General Samantha Schosberg Feuer, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

b. Due to the fact that consumer restitution is not practical nor possible in this case, a direct charitable donation in the amount of **\$ 550,000.00** shall be distributed in equal parts or in equal sums as follows:

- i. a **\$275,000** check made payable to "Broward Health Foundation" for the benefit of Broward General Hospital and
- ii. a **\$275,000** check made payable to "Joe DiMaggio Children's Hospital Foundation" for the benefit of Joe DiMaggio Children's Hospital Emergency Department and Trauma Center.

The aforementioned charitable donation checks will be sent with the partially executed Stipulated Consent Final Judgment signed by **DEFENDANT** and **DEFENDANT's** attorney, and delivered to Assistant Attorney General Samantha Schosberg Feuer, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

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Furthermore, the aforementioned charitable donations will be used for the specific purpose of treating indigent trauma victims who are sent to these hospitals. Because the **DEFENDANT** is a lawyer and chiropractic referral service and most of the individuals who contact **DEFENDANT** to utilize their services are taken to local trauma centers in South Florida, there is a direct nexus between the services the **DEFENDANT** provides and the specific use and direction of the charitable donations.

26. **DEFENDANT's** interest in funds paid in conjunction with this Stipulated Consent Final Judgment shall fully and completely divest when the Stipulated Consent Final Judgment is fully executed by the Court. Notwithstanding any other provision of this Stipulated Consent Final Judgment, no portion of the funds paid shall in any event be returned to **DEFENDANT** provided that the Stipulated Consent Final Judgment has been fully executed by the court.

27. Upon receipt of the partially executed Stipulated Consent Final Judgment and accompanying funds checks, Assistant Attorney General Samantha Schosberg Feuer will sign the Stipulated Consent Final Judgment and then forward the Stipulated Consent Final Judgment to the Deputy Attorney General, together with the aforementioned funds. The Deputy Attorney General has the final authority to approve or disapprove the entry of the Stipulated Consent Final Judgment. Should the Deputy Attorney General or her authorized designee decline to authorize and execute this Stipulated Consent Final Judgment, then the funds would be promptly returned to **DEFENDANT**.

VI. EFFECTIVE DATE

28. The Effective Date of this Stipulated Consent Final Judgment is the date on which the Stipulated Consent Final Judgment is fully executed by the court parties. The receipt of or

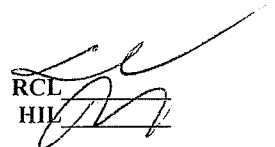
deposit by the Department of any monies pursuant to this Stipulated Consent Final Judgment does not constitute acceptance of this Stipulated Consent Final Judgment by said Department, and monies received will be returned if this Stipulated Consent Final Judgment is not fully executed by the court. Upon entry of this Stipulated Consent Final Judgment and upon full payment of the amounts set forth in above, the Department agrees to close its investigation into the activities of **DEFENDANT** and, within five 5 business days of the Effective Date, notify **DEFENDANT** in writing that it has officially closed its investigation pursuant to the terms of the Stipulated Consent Final Judgment.

VII. AVAILABILITY OF RECORDS

29. **DEFENDANT** shall retain for a minimum of two (2) years and maintain and make available to the Department, upon its written request, all books, records and other documents which reflect the implementation of the terms of this Stipulated Consent Final Judgment and compliance with its terms. Any such records requested by the State shall be made available for inspection within twenty (20) business days of request. **DEFENDANT** shall honor any request from the State to make such records available without further legal process.

VIII. FUTURE VIOLATIONS

30. Notwithstanding any other provision of this Stipulated Consent Final Judgment, the parties further recognize that future violations of this Stipulated Consent Final Judgment may subject **DEFENDANT** or their officers, directors and employees to any and all civil penalties and sanctions provided by law. In the event Plaintiff believes that **DEFENDANT** is materially violating the provisions of this Stipulated Consent Final Judgment, prior to instituting a proceeding under the terms of this Stipulated Consent Final Judgment, Plaintiff shall give **DEFENDANT** written notice of the alleged violation and an opportunity to remedy the alleged

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violation. Any notice of an alleged violation must be in writing and must state with reasonable particularity the basis for the alleged violation. **DEFENDANT** shall have 10 business days from its receipt of written notice from the Department to remedy the alleged violation or demonstrate to the Department that it is taking reasonable and prompt measures to remedy the alleged violation. Nothing contained herein shall preclude **DEFENDANT** from presenting evidence that the challenged action has been approved by the Florida Bar and, as such, should not be considered a violation of the terms of this Stipulated Consent Final Judgment. The Department, on the other hand, does not concede that **DEFENDANT's** conduct, even if approved by the Bar, does not also violate FDUTPA. The Court makes no finding at this time concerning what effect, legal or otherwise, if any at all, should be given to any approvals **DEFENDANT** may or may not have received from the Florida Bar concerning any conduct Plaintiff may contend violates this Stipulated Consent Final Judgment.

31. For purposes of this Stipulated Consent Final Judgment, Plaintiff shall, unless otherwise directed by **DEFENDANT's** authorized representatives, send all written notifications via electronic mail and facsimile to: Broad and Cassel, Attention: Lester Perling, Esquire, 100 SE Third Avenue, Suite 2700, Fort Lauderdale, Florida 33394; Email: Lperling@Broadandcassel.com, facsimile: (954) 713-0968.

32. **DEFENDANT** shall, unless otherwise directed by Plaintiffs authorized representatives send all written notifications via electronic mail and facsimile to: Samantha Schosberg Feuer, Esquire, Assistant Attorney General, Office of the Attorney General, Economic Crimes Unit, Flagler Waterview Tower, 9th Floor, 1515 North Flagler Drive, West Palm Beach, FL 33401; Email: Samantha.Feuer@myfloridalegal.com, facsimile (561) 837-5109

33. As the Court is retaining jurisdiction to enforce the terms of the Stipulated Final Consent Judgment, any action or proceeding to enforce the terms of this Stipulated Consent Final Judgment must be brought before this Court. Any failure to comply with the terms and conditions of this Stipulated Final Consent Judgment is *prima facie* evidence of a FDUTPA violation, as proscribed herein, and may subject **DEFENDANT** to any and all civil penalties and sanctions authorized by law, including attorneys' fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any condition of this Stipulated Consent Final Judgment has occurred, then **DEFENDANT** may be liable for civil penalties and for additional attorneys' fees and costs, and other relief, as allowed by law. The Department reserves the right to seek Chapter 501 penalties for any future violation(s) of Chapter 501, Part II, Florida Statutes.

34. **IT IS HEREBY AGREED** by the parties that **DEFENDANT** shall be responsible for making the substantive terms and conditions of this Stipulated Consent Final Judgment known to the officers, directors, partners, management level employees, agents, representatives, as well as the affiliated parties, successors and assigns, engaged in **DEFENDANT's** business, projects, and activities.

IX. MISCELLANEOUS PROVISIONS

35. Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person, business, corporation, government or legal entity. Nothing herein shall affect **DEFENDANT's** (a) testimonial obligations, or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Department is not a party.

36. **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, as a method of avoiding the terms and conditions set forth in this consent Final Judgment, which shall be binding on any successors or assigns of **DEFENDANT**.

37. As addressed above, in consideration for the fulfillment and acceptance of the various obligations set forth herein, no penalties are imposed under this Stipulated Consent Final Judgment. However, the Department reserves the right to seek Chapter 501 penalties for any future violation(s) of FDUTPA. The Department also reserves the right to seek attorneys' fees and costs upon any future noncompliance. **DEFENDANT** reserves all defenses to any future action by the Plaintiff.

38. Notwithstanding any other provision of this Stipulated Consent Final Judgment, the Parties acknowledge that any future violations of either this Stipulated Consent Final Judgment or Florida law by **DEFENDANT**, which are not covered by this Stipulated Final Consent Judgment, either expressly or by operation of law, may subject **DEFENDANT** to additional and unrelated civil penalties and sanctions, as provided by law.

39. The parties jointly participated in the negotiation of the terms articulated in this Stipulated Consent Final Judgment. No provision of this Stipulated Consent Final Judgment shall be construed for or against either party on the ground that one party or another was more heavily involved in the preparation.

IN WITNESS WHEREOF, **DEFENDANT** have caused this Stipulated Consent Final Judgment to be executed by an authorized representative, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

AGREED TO AND SIGNED this 30 day of May, 2012.

1-800-411-PAIN REFERRAL SERVICE, LLC

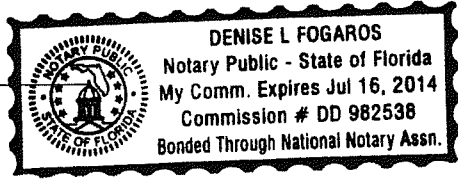
By: [Signature]
ROBERT LEWIN, as Manager

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, a notary public of the State of Florida appeared ROBERT LEWIN, who swore under oath that he is a Manager of 1-800-411-PAIN REFERRAL SERVICE, LLC, and who is either (Check One) known to me or who _____ produced the following identification:

Personally known to me
Form of Identification

[Signature]
NOTARY PUBLIC
State of Florida at Large.
AFFIX NOTARY SEAL



1-800-411-PAIN REFERRAL SERVICE, LLC

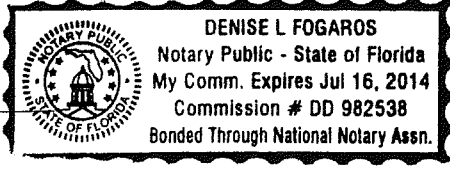
By: [Signature]
HARLEY LEWIN, as Manager

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, a notary public of the State of Florida appeared HARLEY LEWIN, who swore under oath that he is a Manager of 1-800-411-PAIN REFERRAL SERVICE, LLC, and who is either (Check One) known to me or who _____ produced the following identification:

personally known to me
Form of Identification

[Signature]
NOTARY PUBLIC
State of Florida at Large.
AFFIX NOTARY SEAL



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[Signature]

LESTER J. PERLING, ESQUIRE

Florida Bar # 13854

BROAD AND CASSEL

100 S.E. 3rd Avenue, Suite 2700

Fort Lauderdale, FL 33394

Telephone: 954.764.7060

Facsimile: 954.761.8135

Direct Line: 954.745.5261

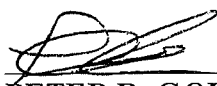
Direct Facsimile: 954.713.0968

E-mail: lperling@broadandcassel.com

Florida Bar Number: 013854

Attorney for 1-800-411-Pain Referral Service, LLC

And Robert Lewin and Harley Lewin

 and for Lester Perling

PETER R. GOLDMAN, ESQUIRE

Florida Bar # 860565

BROAD AND CASSEL

100 S.E. 3rd Avenue, Suite 2700

Fort Lauderdale, FL 33394

Telephone: 954.764.7060

Facsimile: 954.761.8135

E-mail: pgoldman@broadandcassel.com

Florida Bar Number: 013854

Attorney for 1-800-411-Pain Referral Service, LLC

And Robert Lewin and Harley Lewin

ACCEPTANCE BY THE ATTORNEY GENERAL'S OFFICE

SAMANTHA SCHOSBERG FEUER, ESQUIRE

Assistant Attorney General
Office of the Attorney General
Economic Crimes Unit
Flagler Waterview Tower, 9th Floor
1515 North Flagler Drive
West Palm Beach, FL 33401
(561) 837-5000 Telephone
(561) 837-5109 Telefax
Email: Samantha.Feuer@myfloridalegal.com
Counsel for Plaintiff.

Accepted this 30th day of May, 2012.



PATRICIA ANN CONNERS
Associate Deputy Attorney General
STATE OF FLORIDA
Office of the Attorney General
The Capitol, PL-01
Tallahassee, FL 32399-1050

DONE AND ORDERED in chambers in Ft. Lauderdale, Broward County, Florida

this _____ day of _____, 2012.

CIRCUIT COURT JUDGE

Copies furnished to:

SAMANTHA SCHOSBERG FEUER, ESQUIRE

Assistant Attorney General
Office of the Attorney General
Economic Crimes Unit
Flagler Waterview Tower, 9th Floor
1515 North Flagler Drive
West Palm Beach, FL 33401
(561) 837-5000 Telephone
(561) 837-5109 Telefax
Email: Samantha.Feuer@myfloridalegal.com
Counsel for Plaintiff

LESTER J. PERLING, ESQUIRE

BROAD AND CASSEL
100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Telephone: 954.764.7060
Facsimile: 954.761.8135
Direct Line: 954.745.5261
Direct Facsimile: 954.713.0968
E-mail: lperling@broadandcassel.com
*Attorney for 1-800-411-Pain Referral Service, LLC
And Robert Lewin and Harley Lewin*

PETER R. GOLDMAN, ESQUIRE

BROAD AND CASSEL
100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Telephone: 954.764.7060
Facsimile: 954.761.8135
E-mail: pgoldman@broadandcassel.com
Florida Bar Number: 013854
*Attorney for 1-800-411-Pain Referral Service, LLC
And Robert Lewin and Harley Lewin*

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

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

12015527

Plaintiff,

CASE NO. _____

vs.

1-800-411-PAIN REFERRAL SERVICES, LLC,
a Florida Limited Liability Corporation,
Defendant.

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CLERK OF CIRCUIT COURT
BROWARD COUNTY, FLORIDA
2012 JUN -1 PM 2:29

CIRCUIT CIVIL

STIPULATED CONSENT FINAL JUDGMENT

THIS CAUSE having come to be heard on the Motion to Enter Stipulated Consent Final Judgment by Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA (hereinafter "**PLAINTIFF**" or "**Department**"), against DEFENDANT, 1-800-411-PAIN REFERRAL SERVICES, LLC, a Florida Limited Liability Corporation (hereinafter "**DEFENDANT**" or "**411 Pain**"), and the parties having agreed to entry of this Stipulated Consent Final Judgment, as well as the waiver of the necessity of the Court to make specific findings of fact, and having agreed that this Court has jurisdiction to enter this Consent Final Judgment in this matter, this Court

ORDERS AND ADJUDGES as follows:

I. FACTUAL BACKGROUND

1. **PLAINTIFF** is an agency of the state and the enforcing authority under the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Section 501.201 *et seq.* ("**FDUTPA**").

2. DEFENDANT, **411 Pain**, is a Florida Limited Liability Company with its

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principal place of business registered at 2659 West Oakland Park Boulevard, Lauderdale Lakes, FL 33311.

3. **411 Pain** is a lawyer and chiropractic referral service in the United States that markets and advertises their services to consumers through a wide range of advertising media, including, but not limited to, radio, television, internet, and print, with their business primarily concentrated in the State of Florida.

4. DEFENDANT, **411 Pain**, is the licensee of the federally registered services marks, 1-800-411-PAIN® and 411 PAIN® (“the Marks”).

5. 411 PAIN sub-licenses the Marks to various entities, including chiropractic clinics.

6. ROBERT LEWIN is a manager of **411 Pain** and has actual and legal authority and control over the acts and practices of **411 Pain**.

7. HARLEY LEWIN is a manager of **411 Pain** and has actual and legal authority and control over the acts and practices of **411 Pain**.

8. To prevail on an action under FDUTPA, the plaintiff must show that “the alleged practice was likely to deceive a consumer acting reasonably in the same circumstances.” *Office of Attorney General, Department of Legal Affairs v. Wyndham International, Inc.*, 869 So. 2d 592, 598 (Fla. 1st DCA 2004).

9. PLAINTIFF initiated an investigation into allegations that DEFENDANT engaged in acts or practices in the State of Florida that were misleading, unfair, deceptive or unconscionable in that:

a. DEFENDANT misrepresents to consumers that they could be entitled up to \$100,000.00 or more for injuries and lost wages sustained in accidents, depending on

the facts. Specifically, **DEFENDANT** admonished consumers by radio and television advertisements not to make what could be a “million dollar mistake.”

b. **DEFENDANT** states and/or implies consumers can obtain more than \$10,000.00 in Personal Injury Protection (“PIP”) benefits or compensation for the injuries and lost wages they sustained.

c. **DEFENDANT** uses in its advertising individuals who are dressed as police officers, without clearly and conspicuously stating the individual in the advertisement is a “Paid Actor,” thereby misleading consumers to believe the individual is an actual police officer.

d. **DEFENDANT** misrepresents that a law enforcement or a municipal official is directing or mandating the consumer to contact **DEFENDANT** immediately after contacting 911 and/or other emergency services.

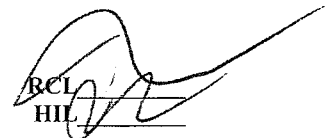
e. **DEFENDANT** misrepresents and misleads consumers to believe that **DEFENDANT** directs consumers to lawyer specialists, when no such specialty exists.

f. **DEFENDANT** misrepresents through advertising that there is an absolute guarantee consumers will obtain monetary compensation for lost wages.

g. **DEFENDANT** uses testimonials in their advertising that are not actual testimonials received by consumers who have utilized **DEFENDANT’S** service.

10. Plaintiff has received roughly 40 consumer complaints relating to the above-described, alleged misconduct of **DEFENDANT**.

11. **PLAINTIFF** believes that consumers in the State of Florida were actually injured by the alleged unfair, deceptive and unconscionable practices of **DEFENDANT** and the acts and practices of **DEFENDANT** described above are unfair, deceptive and unconscionable, and



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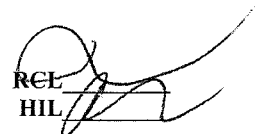
constitute a violation of FDUTPA.

12. **DEFENDANT** disputes Plaintiff's purported investigative findings and further disputes Plaintiff's contentions in paragraphs 8-12, above, and, by entering this Stipulated Consent Final Judgment, makes no admission of guilt or wrongdoing of any kind whatsoever or that it, or its affiliated companies, engaged in any wrongdoing or committed any violation of FDUTPA or that it is even subject to FDUTPA, in view of the Florida Bar's regulation of the conduct at issue herein. This Stipulated Consent Final Judgment contains neither findings of fact, nor conclusions of law concerning Plaintiff's allegations against **DEFENDANT** or, as a general proposition, the applicability of FDUTPA to conduct also regulated by the Florida Bar.

13. **DEFENDANT** also contends it has been registered with the Florida Bar as a private lawyer referral service within the meaning of Rule 4-7.10 of the Rules Regulating the Florida Bar since June 2010 and is, as of the date of this Stipulated Consent Final Judgment, listed by the Florida Bar as being "in compliance" with the Florida Bar's requirements for private lawyer referral services, including the requirements for lawyer advertising under Rule 4-7.1, *et. seq.* As such, **DEFENDANT** contends that conduct the Florida Bar has approved cannot constitute a violation of FDUTPA. The Department disputes each of **DEFENDANT'S** contentions in this regard.

14. Plaintiff and **DEFENDANT** have entered into this Consent Final Judgment with the express understanding that it is the product of extended and comprehensive settlement negotiations. The Court expressly finds that the Department and **DEFENDANT** have participated in those negotiations in good faith and have entered into Stipulated Consent Final Judgment in good faith, to resolve genuinely disputed contentions and, consequently neither this Stipulated Consent Final Judgment, nor the fact of its execution or negotiation should be

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admissible against **DEFENDANT** in any judicial or administrative proceeding as any type actual or tacit admission of wrongdoing or fault of any kind on the part of **DEFENDANT** or that any consumer has suffered or sustained actual harm or damages as a result of the actions alleged against **DEFENDANT**.

15. The parties stipulate and agree that this Court has jurisdiction over the parties pursuant to this Stipulated Consent Final Judgment, which the Court adopts, approves and ratifies.

II. DEFINITIONS

16. “Advertising” (including “advertisement” and “advertise”) means any message disseminated to consumers (as defined herein) which promotes or is likely to promote directly indirectly any good, merchandise, property, product, or service. The term “advertising” includes, but is not limited to, messages conveyed visually, orally, or in writing:

a. in a newspaper, magazine, periodical, leaflet, flyer, catalog, brochure, circular, on or in packaging; in telefacsimile material; in any direct mail literature, including but not limited to inserts, notices and forms; or

b. on any recording, radio, television, video, computer, by a telephonic transmission, telex, facsimile or telecopier transmission, Internet, mobile, or other electronic transmission or during any other transmission.

17. “Clear and Conspicuous” (including “Clearly and Conspicuously”) means that a statement, representation, claim, disclosure or term being conveyed is presented in a way that is readily noticeable and easily understandable by a consumer to whom it is directed acting reasonably under the circumstances.

18. "Third-Party Advertiser" means a person or entity other than **DEFENDANT** who pursuant to a contract directly with **DEFENDANT**, advertises, promotes, offers for sale or sells either directly or through third parties ("Indirect Advertisers") **DEFENDANT's** services to consumers and accepts orders for **DEFENDANT'S** services.

III. COMPLIANCE

19. The Department has not approved any of **DEFENDANT's** past, current or proposed business practices, and therefore, no portion of this Stipulated Consent Final Judgment shall be construed as such an approval of any of Defendant's conduct or business practices by Plaintiff. Nor has the Department or this Court concluded through a contested proceeding that any of **DEFENDANT's** past, current or proposed business practices violated or violate any law, including FDUPTA, and therefore no portion of this Stipulated Consent Final Judgment shall be construed as such by any person or entity or any tribunal or court or any administrative or regulatory body. Pursuant to § 501.207, Fla. Stat., the injunctive relief provided herein shall have state-wide effect.

20. The parties agree that **DEFENDANT** shall comply with the FDUTPA-related terms of this Stipulated Consent Final Judgment, in connection with its commercial advertising and Florida Bar Rule 4-7.2 regarding Lawyer Referral Services without waiver to asserting in connection with any other legal or administrative proceeding that it is not subject to, or governed by, FDUTPA.

21. The parties agree that, while this Stipulated Consent Final Judgment covers **DEFENDANT**, as well as its managers, members and affiliates ("the affiliated parties"), and that the Department will not initiate a separate action against the affiliated parties for the conduct addressed by the Stipulated Consent Final Judgment provided Defendant complies with the

terms herein, the Department reserves the right to initiate a separate action against the affiliated parties for conduct that is not addressed by this Stipulated Consent Final Judgment, specifically the allegations addressed in paragraph 10 of this Stipulated Consent Final Judgment. As noted in paragraph 5 herein, DEFENDANT may sub-license the Marks to third parties (with whom it has no affiliation) and, for that reason and because such third parties are not subject to this Stipulated Consent Final Judgment, any violation of this Stipulated Consent Final Judgment by any such third parties shall not be attributed to DEFENDANT and/or the affiliated parties.

22. **DEFENDANT**, its agents, officials, successors and assigns, in connection with the advertising, marketing, promotion, offering for sale or selling of products and services to consumers, directly or through a Third Party Advertiser, **SHALL NOT**:

- a. Use any advertising that promises any specific amount of monetary reward;
- b. Use or imply any specific dollar amount in any PIP-related advertising that is more than \$10,000.00 in PIP benefits;
- c. Use the portrayal of a police officer or other state actor in an advertisement that does not clearly and conspicuously state the individual in the advertisement is a "Paid Actor";
- d. Imply or misrepresent in any advertising that law enforcement or an municipal official is directing or mandating an individual to contact **DEFENDANT** after contacting 911 or other emergency services;
- e. Make any misrepresentation or mislead an individual to believe that **DEFENDANT** is directing the consumer to a "specialized" attorney, leading consumers to believe they are being referred by **DEFENDANT** to an attorney who specializes in the

type of injury or accident they have sustained, regardless of the area in which the attorney specializes;

f. Use advertising that misrepresents or tends to mislead consumers to believe there is a guarantee they will obtain monetary compensation for lost wages;

g. Use testimonials in advertising that are not actual written testimonials received by **DEFENDANT** from consumers who have used **DEFENDANT's** service;

23. **DEFENDANT**, in connection with the advertising, marketing, promotion, offering for sale or selling of products and services to consumers, directly or through a Third Party Advertiser, **SHALL**:


a. Modify any websites and all other online advertising used by **DEFENDANT** utilizing a "Find a Lawyer" section or equivalent service to reflect only currently licensed lawyers and not doctors or chiropractors or other individuals who are not licensed to practice law; and

b. Respond substantively to customer service calls, complaints and inquiries within 72 hours.

IV. REQUIRED FUTURE CONDUCT

24. It is hereby agreed by the parties that **DEFENDANT** and its representatives, agents, employees, or any other person who acts under, by, through, or on behalf of **DEFENDANT**, directly or indirectly, including, or through any corporate or other device shall, pursuant to this Stipulated Consent Final Judgment, comply with its FDUTPA -related terms as one of the terms and conditions of this Stipulated Consent Final Judgment. **DEFENDANT's** obligation to comply with FDUTPA pursuant to the terms and conditions of this Consent Final

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Judgment is without prejudice to its asserting in any other legal or administrative proceeding (not initiated by the Department) that it is not subject to, or governed by, FDUTPA.

V. MONETARY TERMS

25. Upon its execution of this Stipulated Consent Final Judgment, **DEFENDANT**

a. Will pay attorneys' fees, and investigative fees and costs, as follows:

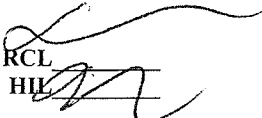
\$75,000.00 in the form of a **certified check made payable** to the "Legal Affairs Revolving Trust Fund," along with the partially executed Stipulated Consent Final Judgment signed by **DEFENDANT** and **DEFENDANT's** attorney, delivered to Assistant Attorney General Samantha Schosberg Feuer, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

b. Due to the fact that consumer restitution is not practical nor possible in this case, a direct charitable donation in the amount of **\$ 550,000.00** shall be distributed in equal parts or in equal sums as follows:

i. a **\$275,000** check made payable to "Broward Health Foundation" for the benefit of Broward General Hospital and

ii. a **\$275,000** check made payable to "Joe DiMaggio Children's Hospital Foundation" for the benefit of Joe DiMaggio Children's Hospital Emergency Department and Trauma Center.

The aforementioned charitable donation checks will be sent with the partially executed Stipulated Consent Final Judgment signed by **DEFENDANT** and **DEFENDANT's** attorney, and delivered to Assistant Attorney General Samantha Schosberg Feuer, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

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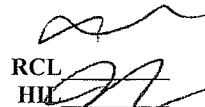
Furthermore, the aforementioned charitable donations will be used for the specific purpose of treating indigent trauma victims who are sent to these hospitals. Because the **DEFENDANT** is a lawyer and chiropractic referral service and most of the individuals who contact **DEFENDANT** to utilize their services are taken to local trauma centers in South Florida, there is a direct nexus between the services the **DEFENDANT** provides and the specific use and direction of the charitable donations.

26. **DEFENDANT's** interest in funds paid in conjunction with this Stipulated Consent Final Judgment shall fully and completely divest when the Stipulated Consent Final Judgment is fully executed by the Court. Notwithstanding any other provision of this Stipulated Consent Final Judgment, no portion of the funds paid shall in any event be returned to **DEFENDANT** provided that the Stipulated Consent Final Judgment has been fully executed by the court.

27. Upon receipt of the partially executed Stipulated Consent Final Judgment and accompanying funds checks, Assistant Attorney General Samantha Schosberg Feuer will sign the Stipulated Consent Final Judgment and then forward the Stipulated Consent Final Judgment to the Deputy Attorney General, together with the aforementioned funds. The Deputy Attorney General has the final authority to approve or disapprove the entry of the Stipulated Consent Final Judgment. Should the Deputy Attorney General or her authorized designee decline to authorize and execute this Stipulated Consent Final Judgment, then the funds would be promptly returned to **DEFENDANT**.

VI. EFFECTIVE DATE

28. The Effective Date of this Stipulated Consent Final Judgment is the date on which the Stipulated Consent Final Judgment is fully executed by the court parties. The receipt of or

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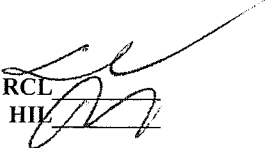
deposit by the Department of any monies pursuant to this Stipulated Consent Final Judgment does not constitute acceptance of this Stipulated Consent Final Judgment by said Department, and monies received will be returned if this Stipulated Consent Final Judgment is not fully executed by the court. Upon entry of this Stipulated Consent Final Judgment and upon full payment of the amounts set forth in above, the Department agrees to close its investigation into the activities of **DEFENDANT** and, within five 5 business days of the Effective Date, notify **DEFENDANT** in writing that it has officially closed its investigation pursuant to the terms of the Stipulated Consent Final Judgment.

VII. AVAILABILITY OF RECORDS

29. **DEFENDANT** shall retain for a minimum of two (2) years and maintain and make available to the Department, upon its written request, all books, records and other documents which reflect the implementation of the terms of this Stipulated Consent Final Judgment and compliance with its terms. Any such records requested by the State shall be made available for inspection within twenty (20) business days of request. **DEFENDANT** shall honor any request from the State to make such records available without further legal process.

VIII. FUTURE VIOLATIONS

30. Notwithstanding any other provision of this Stipulated Consent Final Judgment, the parties further recognize that future violations of this Stipulated Consent Final Judgment may subject **DEFENDANT** or their officers, directors and employees to any and all civil penalties and sanctions provided by law. In the event Plaintiff believes that **DEFENDANT** is materially violating the provisions of this Stipulated Consent Final Judgment, prior to instituting a proceeding under the terms of this Stipulated Consent Final Judgment, Plaintiff shall give **DEFENDANT** written notice of the alleged violation and an opportunity to remedy the alleged

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violation. Any notice of an alleged violation must be in writing and must state with reasonable particularity the basis for the alleged violation. **DEFENDANT** shall have 10 business days from its receipt of written notice from the Department to remedy the alleged violation or demonstrate to the Department that it is taking reasonable and prompt measures to remedy the alleged violation. Nothing contained herein shall preclude **DEFENDANT** from presenting evidence that the challenged action has been approved by the Florida Bar and, as such, should not be considered a violation of the terms of this Stipulated Consent Final Judgment. The Department, on the other hand, does not concede that **DEFENDANT's** conduct, even if approved by the Bar, does not also violate FDUTPA. The Court makes no finding at this time concerning what effect, legal or otherwise, if any at all, should be given to any approvals **DEFENDANT** may or may not have received from the Florida Bar concerning any conduct Plaintiff may contend violates this Stipulated Consent Final Judgment.

31. For purposes of this Stipulated Consent Final Judgment, Plaintiff shall, unless otherwise directed by **DEFENDANT's** authorized representatives, send all written notifications via electronic mail and facsimile to: Broad and Cassel, Attention: Lester Perling, Esquire, 100 SE Third Avenue, Suite 2700, Fort Lauderdale, Florida 33394; Email: Lperling@Broadandcassel.com, facsimile: (954) 713-0968.

32. **DEFENDANT** shall, unless otherwise directed by Plaintiffs authorized representatives send all written notifications via electronic mail and facsimile to: Samantha Schosberg Feuer, Esquire, Assistant Attorney General, Office of the Attorney General, Economic Crimes Unit, Flagler Waterview Tower, 9th Floor, 1515 North Flagler Drive, West Palm Beach, FL 33401; Email: Samantha.Feuer@myfloridalegal.com, facsimile (561) 837-5109

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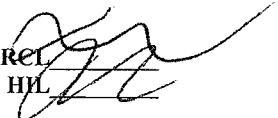
33. As the Court is retaining jurisdiction to enforce the terms of the Stipulated Final Consent Judgment, any action or proceeding to enforce the terms of this Stipulated Consent Final Judgment must be brought before this Court. Any failure to comply with the terms and conditions of this Stipulated Final Consent Judgment is *prima facie* evidence of a FDUTPA violation, as proscribed herein, and may subject **DEFENDANT** to any and all civil penalties and sanctions authorized by law, including attorneys' fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any condition of this Stipulated Consent Final Judgment has occurred, then **DEFENDANT** may be liable for civil penalties and for additional attorneys' fees and costs, and other relief, as allowed by law. The Department reserves the right to seek Chapter 501 penalties for any future violation(s) of Chapter 501, Part II, Florida Statutes.

34. **IT IS HEREBY AGREED** by the parties that **DEFENDANT** shall be responsible for making the substantive terms and conditions of this Stipulated Consent Final Judgment known to the officers, directors, partners, management level employees, agents, representatives, as well as the affiliated parties, successors and assigns, engaged in **DEFENDANT's** business, projects, and activities.

IX. MISCELLANEOUS PROVISIONS

35. Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person, business, corporation, government or legal entity. Nothing herein shall affect **DEFENDANT's** (a) testimonial obligations, or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Department is not a party.

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36. **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, as a method of avoiding the terms and conditions set forth in this consent Final Judgment, which shall be binding on any successors or assigns of **DEFENDANT**.

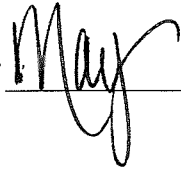
37. As addressed above, in consideration for the fulfillment and acceptance of the various obligations set forth herein, no penalties are imposed under this Stipulated Consent Final Judgment. However, the Department reserves the right to seek Chapter 501 penalties for any future violation(s) of FDUTPA. The Department also reserves the right to seek attorneys' fees and costs upon any future noncompliance. **DEFENDANT** reserves all defenses to any future action by the Plaintiff.

38. Notwithstanding any other provision of this Stipulated Consent Final Judgment, the Parties acknowledge that any future violations of either this Stipulated Consent Final Judgment or Florida law by **DEFENDANT**, which are not covered by this Stipulated Final Consent Judgment, either expressly or by operation of law, may subject **DEFENDANT** to additional and unrelated civil penalties and sanctions, as provided by law.

39. The parties jointly participated in the negotiation of the terms articulated in this Stipulated Consent Final Judgment. No provision of this Stipulated Consent Final Judgment shall be construed for or against either party on the ground that one party or another was more heavily involved in the preparation.

IN WITNESS WHEREOF, **DEFENDANT** have caused this Stipulated Consent Final Judgment to be executed by an authorized representative, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

AGREED TO AND SIGNED this 30 day of May, 2012.


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1-800-411-PAIN REFERRAL SERVICE, LLC

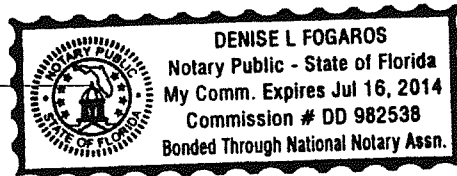
By: [Signature]
ROBERT LEWIN, as Manager

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, a notary public of the State of Florida appeared ROBERT LEWIN, who swore under oath that he is a Manager of 1-800-411-PAIN REFERRAL SERVICE, LLC, and who is either (Check One) known to me or who _____ produced the following identification:

Personally known to me
Form of Identification

[Signature]
NOTARY PUBLIC
State of Florida at Large.
AFFIX NOTARY SEAL



1-800-411-PAIN REFERRAL SERVICE, LLC

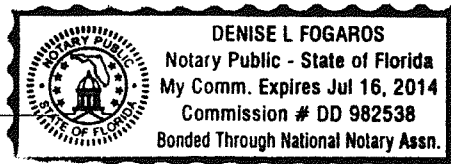
By: [Signature]
HARLEY LEWIN, as Manager

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, a notary public of the State of Florida appeared HARLEY LEWIN, who swore under oath that he is a Manager of 1-800-411-PAIN REFERRAL SERVICE, LLC, and who is either (Check One) known to me or who _____ produced the following identification:

personally known to me
Form of Identification

[Signature]
NOTARY PUBLIC
State of Florida at Large.
AFFIX NOTARY SEAL



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[Signature]

LESTER J. PERLING, ESQUIRE

Florida Bar # 13854

BROAD AND CASSEL

100 S.E. 3rd Avenue, Suite 2700

Fort Lauderdale, FL 33394

Telephone: 954.764.7060

Facsimile: 954.761.8135

Direct Line: 954.745.5261

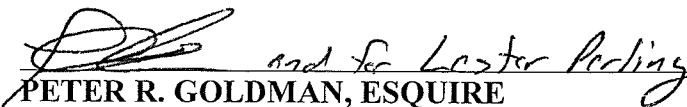
Direct Facsimile: 954.713.0968

E-mail: lperling@broadandcassel.com

Florida Bar Number: 013854

Attorney for 1-800-411-Pain Referral Service, LLC

And Robert Lewin and Harley Lewin

 and for Lester Perling

PETER R. GOLDMAN, ESQUIRE

Florida Bar # 860565

BROAD AND CASSEL

100 S.E. 3rd Avenue, Suite 2700

Fort Lauderdale, FL 33394

Telephone: 954.764.7060

Facsimile: 954.761.8135

E-mail: pgoldman@broadandcassel.com

Florida Bar Number: 013854

Attorney for 1-800-411-Pain Referral Service, LLC

And Robert Lewin and Harley Lewin

ACCEPTANCE BY THE ATTORNEY GENERAL'S OFFICE

SAMANTHA SCHOSBERG FEUER, ESQUIRE

Assistant Attorney General
Office of the Attorney General
Economic Crimes Unit
Flagler Waterview Tower, 9th Floor
1515 North Flagler Drive
West Palm Beach, FL 33401
(561) 837-5000 Telephone
(561) 837-5109 Telefax
Email: Samantha.Feuer@myfloridalegal.com
Counsel for Plaintiff

Accepted this 30th day of May, 2012.



PATRICIA ANN CONNERS
Associate Deputy Attorney General
STATE OF FLORIDA
Office of the Attorney General
The Capitol, PL-01
Tallahassee, FL 32399-1050

DONE AND ORDERED in chambers in Ft. Lauderdale, Broward County, Florida

this 1 day of June, 2012.

CIRCUIT COURT JUDGE

Copies furnished to:

SAMANTHA SCHOSBERG FEUER, ESQUIRE

Assistant Attorney General
Office of the Attorney General
Economic Crimes Unit
Flagler Waterview Tower, 9th Floor
1515 North Flagler Drive
West Palm Beach, FL 33401
(561) 837-5000 Telephone
(561) 837-5109 Telefax
Email: Samantha.Feuer@myfloridalegal.com
Counsel for Plaintiff

LESTER J. PERLING, ESQUIRE

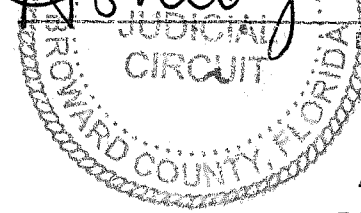
BROAD AND CASSEL
100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Telephone: 954.764.7060
Facsimile: 954.761.8135
Direct Line: 954.745.5261
Direct Facsimile: 954.713.0968
E-mail: lperling@broadandcassel.com
*Attorney for 1-800-411-Pain Referral Service, LLC
And Robert Lewin and Harley Lewin*

PETER R. GOLDMAN, ESQUIRE

BROAD AND CASSEL
100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Telephone: 954.764.7060
Facsimile: 954.761.8135
E-mail: pgoldman@broadandcassel.com
Florida Bar Number: 013854
*Attorney for 1-800-411-Pain Referral Service, LLC
And Robert Lewin and Harley Lewin*

STATE OF FLORIDA
BROWARD COUNTY
I DO HEREBY CERTIFY the within and foregoing is a true
and correct copy of the original as it appears on record
and file in the office of the Circuit Court Clerk of Broward
County, Florida.
WITNESSE my hand and official seal at Fort Lauderdale
Florida, this 1st day of June, 2012.

[Handwritten signature]
Deputy Clerk



RCL _____
HIL _____

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

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

Plaintiff,

CASE NO. _____

12015527

vs.

1-800-411-PAIN REFERRAL SERVICES, LLC.,
a Florida Limited Liability Corporation,

Defendant.

09

SUMMONS

THE STATE OF FLORIDA
To each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition in this action on the following Defendant:

1-800-411-PAIN REFERRAL SERVICES, LLC.,

a Florida Limited Liability Corporation

By and through its Registered Agent: MILLER, BONNIE S CPA
9050 Pines Blvd., Suite 301
Pembroke Pines FL 33024

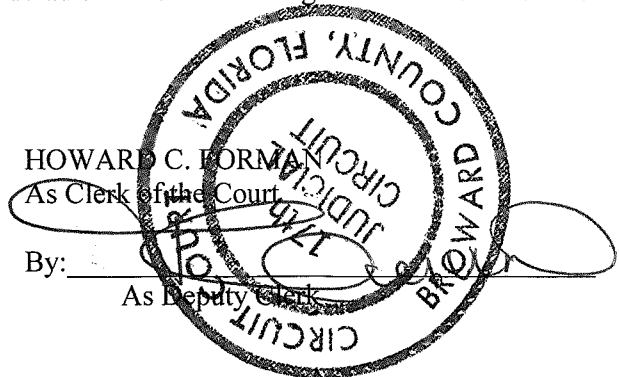
And served on its attorney: LESTER J. PERLING, ESQUIRE
c/o Broad and Cassel, 110 SE 3rd Avenue, Suite 2700
Ft. Lauderdale, FL 33394

Each Defendant is required to serve written defenses to the complaint or petition on SAMANTHA SCHOSBERG FEUER, ASSISTANT ATTORNEY GENERAL, Petitioner's attorney, whose address is Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, FL 33401, within 20 days after service of this summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on Plaintiff's attorney or immediately thereafter. If Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the complaint or petition.

DATED ON JUN 01 2012.

HOWARD C. FORMAN
As Clerk of the Court

By: _____
As Deputy Clerk



SUMMONS
IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the Plaintiff/Plaintiff's Attorney named below.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podría perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, pueda llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANTE

Des poursuites judiciaires on été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.