

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA
- CIVIL DIVISION -**

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

Plaintiff

CASE NO.: _____

vs.

PAMELA GRESSIER,
an individual,
and
REMEDY CENTER & ASSOCIATES,
a California corporation,

Defendants.

_____ /

COMPLAINT

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (“THE ATTORNEY GENERAL”) sues Defendants, PAMELA GRESSIER and REMEDY CENTER & ASSOCIATES, and alleges:

JURISDICTION AND VENUE

1. This is an action for civil penalties, restitution on behalf of consumers, injunctive relief, attorney’s fees and costs, and other relief pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes; Section 812.035, Florida Statutes; and 12 U.S.C. §§5538, 5552, and 5565.

2. This court has jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes, and 12 U.S.C. §5564(f).

3. Plaintiff seeks relief in an amount greater than Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorney's fees.

4. The acts or practices alleged herein occurred in the conduct of "trade or commerce" as defined in Section 501.203(8), Florida Statutes, and constitute violations of "federal consumer financial law" as defined in 12 U.S.C. §5481.

5. Venue is proper in the Ninth Judicial Circuit, as the Defendants established a place of business in Orange County.

PARTIES

6. Plaintiff is an enforcing authority of Chapter 501, Part II, Florida Statutes; Section 812.035, Florida Statutes; and 12 U.S.C. §5552 and is authorized to bring this action and to seek injunctive and other statutory relief. THE ATTORNEY GENERAL is authorized to enforce federal consumer financial law under Section 1042 of the Consumer Financial Protection Act of 2010, 12 U.S.C. §5552, and Section 626 of the Omnibus Appropriations Act, 2009 (as amended by Section 1097 of the Consumer Financial Protection Act), 12 U.S.C. §5538, and its implementing regulation, the Mortgage Assistance Relief Services Rule, 12 C.F.R. §1015 ("The MARS Rule").

7. Plaintiff has conducted an investigation of the matters alleged herein, and the head of the enforcing authority, Attorney General Pamela Jo Bondi, has determined that this enforcement action serves the public interest.

8. At all times material hereto, Defendant GRESSIER was an individual who operated a business that offered services to homeowners who were having difficulty making their mortgage payment, had defaulted under the terms of their mortgage, or were in foreclosure.

9. At all times material hereto, Defendant GRESSIER did not register any entity with the Florida Department of State as a foreign corporation.

10. At all times material hereto, Defendant GRESSIER was licensed to practice law in the state of California, but was not licensed to practice law in the state of Florida.

11. On or about July 5, 2013, Defendant GRESSIER filed documents establishing REMEDY CENTER & ASSOCIATES, a California corporation, with a principal business address of 4500 Campus Drive, Suite #525, Newport Beach, California 92660. Defendants also operated from a Florida address of 618 East South Street # 500, Orlando Florida, 32801.

12. Defendant REMEDY CENTER & ASSOCIATES was never registered as a corporation with the Florida Secretary of State and is not qualified to conduct business in Florida.

13. Beginning in or around June 2011, Defendant GRESSIER conducted business in the state of Florida under various business names, including, but not limited to: *American Remedy Center, Remedy Center & Associates, Remedy Center, The Remedy Group, National Remedy Center, Home Remedy Center, Remedy Center Law Associates, Prudent Law Group, Prudent Law Center, and Prudential Law Group.*

DEFENDANTS' COURSE OF CONDUCT

14. On or about June 24, 2011, Defendant GRESSIER filed a fictitious business name statement, also referred to as a "d/b/a" or "doing business as" for "Prudential Law Group," with the Orange County, California Recorder's office.

15. On or about May 30, 2012, Defendant GRESSIER filed a fictitious business name statement, also referred to as a "d/b/a" or "doing business as" for "Remedy Law," with the Orange County, California Recorder's office.

16. On or about August 31, 2012, Defendant GRESSIER filed a fictitious business name statement, also referred to as a "d/b/a" or "doing business as" for "Remedy Center Law," with the Orange County, California Recorder's office.

17. From approximately June 2011 through July 2013, Defendant GRESSIER engaged in the business of offering services to homeowners who were having difficulty making their mortgage payment, had defaulted under the terms of their home mortgage, or were in foreclosure, using numerous names, including those listed in Paragraphs 13 through 16 herein, all promoted through similar websites, logos, phone numbers, employees, and addresses.

18. Defendants solicited Florida homeowners through direct mail pieces, which invited consumers to reply by a telephone call directly to Defendants.

19. Defendants' direct mail solicitations included:

- A) An advertisement that carried the heading "*FORECLOSURE ADVISORY*," which touted the fact that Defendant GRESSIER is an attorney, and claimed that "we routinely work on court supervised loan modification, foreclosure defense, and bankruptcy... we may be able to help you prepare your paperwork for submission of your case to the lender." This solicitation also claimed that Defendants could "challenge your bank's standing to foreclose [and] stop the sale of your home – even in the last few hours."
- B) An advertisement that carried the heading "*PAYMENT REDUCTION NOTIFICATION*" and claimed that Defendants had conducted a "review of your home loan [and] determined that you may be eligible" for principal reduction, payment relief, interest reduction or elimination of a second mortgage. The solicitation listed a new monthly mortgage payment amount that would lead consumers to believe that Defendants were capable of renegotiating the mortgage terms.

20. Defendant GRESSIER or her agents caused to be created and operated, various websites promoting her business, which were used to solicit Florida consumers. Statements on these websites included:

- A) "Our successful loan modifications from different clients reflect our dedication to law profession";
- B) "The attorneys of Home Remedy Center possess a keen sense of the law, as well as an astute business background. Let us assist you with your legal or transactional matters. If you would like to discuss your legal, transactional or litigation issue with one of our attorneys please contact us today. We offer free legal consultations";

- C) “Our mortgage litigation department is here to offer real foreclosure help. Many ‘programs’ today purport to stop foreclosure and help homeowners, but do nothing. National Remedy Center has been helping families get real foreclosure relief for years, and we can help you. We stay updated on all possible ways to legally stop foreclosure and would be happy to discuss mortgage litigation and other foreclosure relief options you have. Our mortgage litigation and foreclosure attorneys are available to consult with you at no initial charge, contact us today”; and
- D) “Your matter will certainly be taken more seriously by your lender when you have an attorney. If you are serious about getting the best possible outcome from your foreclosure matter, our foreclosure attorneys are available now to help you. For a free, informative consultation with one of our attorneys, call today and learn about your options. Contact us today.”

21. Defendants represented themselves as a law firm in the state of Florida through their communication with customers, including the following representations:

- A) Statements that Defendant PAMELA GRESSIER is a lawyer;
- B) Claims to “routinely work on court supervised loan modification and foreclosure defense”;
- C) Offers to challenge a “bank’s standing to foreclose” and stop a foreclosure sale;
- D) Statements that “*WE ARE A LAW FIRM,*” in their solicitations and on their websites; and
- E) Use of a retainer agreement with the heading “*PRIVILEGED ATTORNEY-CLIENT COMMUNICATION.*”

22. Defendants collected fees from Florida homeowners offering services to stop, avoid, or delay foreclosure proceedings concerning residential real property, or to assist homeowners with curing a default or failure to timely pay with respect to a residential mortgage loan obligation. Defendants collected fees ranging from \$1,500 to \$8,000 from at least 123 Florida consumers, but failed to provide any of the promised services to these consumers.

23. In order to receive the services promoted in their solicitations to Florida residents, Defendants required their customers to pay a service fee prior to the completion of the services.

24. Defendants did not appear in any court proceedings in defense of a foreclosure for its Florida customers, and, in most cases, did not secure a loan modification or any other mortgage relief for Florida homeowners.

25. Defendants produced and disseminated false and misleading advertising materials that deceived Florida consumers into believing that GRESSIER would provide legal representation and defend Florida homeowners in foreclosure proceedings. Defendants falsely claimed that they would stop, avoid, or delay a foreclosure proceeding on the consumer's behalf, or that they would assist the Florida consumer with curing a default or failure to timely pay with respect to a residential mortgage loan obligation. Defendants falsely claimed that GRESSIER had significant experience in litigating foreclosures, and that she had an expertise in negotiating loan modifications. Defendants also falsely implied that the company had multiple attorneys with experience in foreclosure defense and loan modifications, when in fact GRESSIER was the only attorney affiliated with the company.

26. Defendant GRESSIER directed and controlled, or had the authority to direct and control, the deceptive and unfair acts and practices engaged by her agents and employees, as well as Defendant REMEDY CENTER & ASSOCIATES.

COUNT ONE
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
CHAPTER 501, PART II, FLORIDA STATUTES

FALSE & DECEPTIVE SOLICITATIONS
FAILURE TO PROVIDE SERVICES

27. Plaintiff, THE ATTORNEY GENERAL, re-alleges Paragraphs 1 through 26.

28. Section 501.204(1) of the Florida Unfair and Deceptive Trade Practices Act, Chapter 501, Part II, Florida Statutes, states that “unfair methods of competition, unconscionable

acts or practices, and unfair or deceptive acts or practices in the conduct of any trade of commerce are hereby declared unlawful.”

29. A person who willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of \$10,000 for each such violation; willful violations occur when the person knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule, Section 501.2075, Florida Statutes.

30. Section 501.203(8), Florida Statutes, defines “trade or commerce” as:

... the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. “Trade or commerce” shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.

31. At all times material hereto, Defendants engaged in “trade or commerce” as defined by Section 501.203(8), Florida Statutes.

32. At all times material hereto, Defendants engaged in deceptive, unfair, and unconscionable acts that included but are not limited to designing, creating, and sending out to Florida consumers direct mail pieces, and maintaining websites, that contained misleading information, which gave consumers the impression that Defendant GRESSIER is an attorney licensed to practice in Florida and that Defendants were able to help Florida homeowners who were having difficulty making their monthly payment to negotiate their mortgage terms.

33. Defendants falsely claimed or implied that they had multiple attorneys on staff with significant experience in foreclosure defense and that they could provide foreclosure defense to Florida homeowners.

34. Defendants engaged in deceptive, unfair, and unconscionable acts that included deceptively representing to consumers that they were negotiating with consumers’ lenders,

diligently working to resolve consumers' problems with their lenders, and capable of representing Florida consumers in defense of a foreclosure proceeding, when in fact they were not.

35. Defendant GRESSIER directed or controlled, or had the authority to direct and control, the practices engaged in by REMEDY CENTER & ASSOCIATES and all related and predecessor entities. The failure of Defendants to provide foreclosure defense or perform any foreclosure-related rescue services on behalf of the consumers who paid for services concern the "providing ... of any ... service," which is specifically defined as trade or commerce by Section 501.203, Florida Statutes.

36. Defendants have willfully engaged in the acts and practices when they knew or should have known that such acts and practices were unfair or deceptive or otherwise prohibited by law.

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

38. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, Defendants' actions will result in irreparable injury to the public for which there is no adequate remedy at law.

COUNT TWO
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
CHAPTER 501, PART II, FLORIDA STATUTES

VIOLATION OF SECTION 501.1377(3)(b), FLORIDA STATUTES

39. Plaintiff re-alleges Paragraphs 1 through 26.

40. Section 501.1377(3)(b), Florida Statutes, "Violations Involving Homeowners During the Course of Residential Foreclosure Proceeding," states:

In the course of offering or providing foreclosure-related rescue services, a foreclosure-rescue consultant may not:

(b) Solicit, charge, receive, or attempt to collect or secure payment, directly or indirectly, for foreclosure-related rescue services before completing or performing all services contained in the agreement for foreclosure-related rescue services.

41. Defendants solicited Florida homeowners and required them to pay a fee for the foreclosure-related rescue services, as described above in paragraph 22, prior to completion of the services.

42. After collecting the fees, Defendants did not engage in the legal representation of the homeowner as a client, nor is Defendant GRESSIER licensed by the Florida Bar to provide legal representation to Florida clients. Therefore Defendants acted as “foreclosure rescue consultants,” and not as attorneys.

43. Defendants’ acts described above violated Section 501.1377(3)(b), Florida Statutes when they solicited, charged, received, or secured payment from Florida homeowners for foreclosure-related rescue services prior to the completion of all services.

44. Section 501.1377(4)(c), Florida Statutes, “Violations Involving Homeowners during the Course of Residential Foreclosure Proceedings,” states:

An agreement for foreclosure-related rescue services must contain immediately above the signature line, a statement in at least 12-point uppercase type that substantially complies with the following:

HOMEOWNER’S RIGHT OF CANCELLATION

YOU MAY CANCEL THIS AGREEMENT FOR FORECLOSURERELATED RESCUE SERVICES WITHOUT ANY PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FOLLOWING THE DATE THIS AGREEMENT IS SIGNED BY YOU.

THE FORECLOSURE-RESCUE CONSULTANT IS PROHIBITED BY LAW FROM ACCEPTING ANY MONEY, PROPERTY, OR OTHER FORM OF PAYMENT FROM YOU UNTIL ALL PROMISED SERVICES ARE COMPLETE. IF FOR ANY REASON YOU HAVE PAID THE CONSULTANT BEFORE CANCELLATION, YOUR PAYMENT MUST BE RETURNED TO YOU NO LATER THAN 10 BUSINESS DAYS AFTER THE CONSULTANT RECEIVES YOUR CANCELLATION NOTICE.

TO CANCEL THIS AGREEMENT, A SIGNED AND DATED COPY OF A STATEMENT THAT YOU ARE CANCELING THE AGREEMENT SHOULD BE MAILED (POSTMARKED) OR DELIVERED TO (NAME) AT (ADDRESS) NO LATER THAN MIDNIGHT OF (DATE).

IMPORTANT: IT IS RECOMMENDED THAT YOU CONTACT YOUR LENDER OR MORTGAGE SERVICER BEFORE SIGNING THIS AGREEMENT. YOUR LENDER OR MORTGAGE SERVICER MAY BE WILLING TO NEGOTIATE A PAYMENT PLAN OR A RESTRUCTURING WITH YOU FREE OF CHARGE.

45. Defendants failed to provide any documents with the aforementioned language to their Florida foreclosure-related rescue services customers.

46. Defendants violated Section 501.1377(4)(c), Florida Statutes when they failed to set forth the right to cancel in their service agreements that they asked consumers to sign.

47. Section 501.1377(7), Florida Statutes states: “A person who violates any provision of this section commits an unfair and deceptive trade practice as defined in part II of Florida Deceptive and Unfair Practices Act. Violators are subject to the penalties and remedies provided in part II of this chapter, including a monetary penalty not to exceed \$15,000 per violation.”

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

49. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, Defendants’ actions will result in irreparable injury to the public for which there is no adequate remedy at law.

COUNT THREE
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
CHAPTER 501, PART II, FLORIDA STATUTES

VIOLATION OF SECTION 454.23, FLORIDA STATUTES
AND FLORIDA BAR RULE 4-5.5(b)(2)
UNLICENSED PRACTICE OF LAW

50. Plaintiff re-alleges Paragraphs 1 through 26.

51. Section 454.23, Florida Statutes, prohibits the unlicensed practice of law and prohibits anyone not licensed from representing themselves “to the public as qualified to practice law in this state, or who willfully pretend to be, or willfully takes or used any name, title, addition, or description implying that he or she is qualified, or recognized by law as qualified, to practice law in this state.”

52. Florida Bar Rule 4-5.5(b)(2) states:

“A lawyer who is not admitted to practice in Florida shall not . . . hold out to the public or otherwise represent that the lawyer is admitted to practice law in Florida.”

53. Defendant GRESSIER is licensed to practice law in the state of California, but is not licensed to practice law in the state of Florida.

54. Defendants held themselves out to be a law firm in the state of Florida through their communications with consumers, including the following representations:

- A) Stating that Defendant GRESSIER is a lawyer;
- B) Stating “We are a law firm,” in their solicitations to Florida consumers, and on their websites; and
- C) Having consumers sign a retainer agreements with the heading “*PRIVILEGED ATTORNEY-CLIENT COMMUNICATION.*”

55. In response to an inquiry from the Florida Bar, Defendants falsely claimed that they had an “of-counsel” relationship with a Florida attorney to represent their Florida customers.

56. Defendants engaged in unlicensed practice of law in the state of Florida, and violated Section 454.23 of Florida Statutes and Florida Bar Rule 4-5.5(b)(2). Defendants solicited and accepted payments to provide legal services that they could not legally provide to Florida consumers.

57. Defendant GRESSIER directed or controlled, or had the authority to direct and control, the practices engaged in by REMEDY CENTER & ASSOCIATES and all related and

predecessor entities. The offering of legal services concerns the “providing ... of any ... service,” which is specifically defined as “trade or commerce” by Section 501.203, Florida Statutes.

58. Section 501.203(3)(c), Florida Statutes, states that a violation of Chapter 501, Part II, may be based on a violation of “[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.”

59. Engaging in the unlicensed practice of law offends established public policy and is substantially injurious to consumers, as well as competitors, and is therefore an unfair practice in violation of Section 501.204, Florida Statutes.

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

61. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, Defendants’ actions will result in irreparable injury to the public for which there is no adequate remedy at law.

COUNT FOUR
VIOLATION OF MORTGAGE ASSISTANCE RELIEF SERVICES (MARS)
RULE 12 C.F.R. §1015

62. Plaintiff re-alleges Paragraphs 1 through 26, 28 through 36, 40 through 47, and 51 through 59.

63. Pursuant to 12 U.S.C. §5552, Plaintiff may bring an action to enforce the provisions of the MARS Rule in this Court.

64. The MARS Rule prohibits the collection of advance fees by entities that offer to obtain loan modification or to avoid foreclosure on those loans, misrepresentation of the

likelihood of obtaining any service or result, and representations concerning the efficacy of the mortgage assistance relief services without substantiating evidence (12 C.F.R. §1015.5).

65. The MARS Rule further requires prominent disclosure that the lender may not agree to change loan terms, and that the homeowner is under no obligation to pay the service fee if he or she does not accept the offer by the lender (12 C.F.R. §1015.4).

66. Attorneys are exempted from the requirements of the MARS Rule only if: (1) they provide mortgage assistance relief services as part of the practice of law; (2) they are licensed to practice law in the state where the property in question is located or the consumer in question resides; and (3) if they comply with the applicable state laws and regulations (12 C.F.R. §1015.7).

67. Defendants violated the MARS Rule by collecting advance fees prior to providing foreclosure assistance service, misrepresenting the likelihood of obtaining certain results and the efficacy of its services without evidence, failing to deposit fees collected into a trust account, and failing to make any of contractual disclosures required by 12 C.F.R. §1015.4.

68. Defendants are not exempted from any provisions of the MARS Rule primarily because Defendant GRESSIER is not licensed to practice law in the state of Florida, where all of the properties and consumers in question are located, and they have failed to comply with state laws, including the Deceptive and Unfair Trade Practices Act, Section 501.1377 Florida Statutes, Section 454.23, Florida Statutes, and Florida Bar Rule 4-5.5(b)(2). Defendants also failed to deposit monies collected from Florida consumers into a trust account.

69. Defendant GRESSIER directed or controlled, or had the authority to direct and control, the practices engaged in by REMEDY CENTER & ASSOCIATES and all related and precursor entities.

70. On or about November 16, 2012, the Florida Bar notified Defendants that their mortgage assistance relief activities appeared to be in violation of Florida regulations regarding the practice of law.

71. Defendants responded to the Florida Bar by falsely claiming that they had an “of counsel” relationship with a licensed Florida attorney. Knowing this to be untrue, Defendants continued to solicit and collect advance fees from Florida consumers until at least July 2013.

72. Defendants knew or should have known that their actions were in violation of the MARS Rule, but continued to do so.

73. These above-described acts and practices of Defendants were reckless, and have injured and will likely continue to injure and prejudice the public.

74. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, the Defendants’ actions will result in irreparable injury to the public for which there is no adequate remedy at law.

COUNT FIVE
CIVIL THEFT
SECTION 814.014, FLORIDA STATUTES

75. Plaintiff re-alleges Paragraphs 1 through 26, 32 through 36, 53 through 56, 70, and 71.

76. Section 812.014(1), Florida Statutes, states that a person commits theft if he or she knowingly obtains or uses the property of another with the intent to deprive another person of a right to property and appropriate the property to her own use or to the use of any person not entitled to the use of the property.

77. Defendants collected at least \$469,930.91 from at least 123 Florida consumers who paid varying amounts of at least \$1,500 to obtain legal and foreclosure-related rescue

services that Defendants had no intention of, and in fact had no legal ability to, provide to the consumers.

78. Defendant GRESSIER directed or controlled, or had the authority to direct and control, the practices engaged in by REMEDY CENTER & ASSOCIATES and all related and predecessor entities.

79. Defendant GRESSIER knew or should have known that she could not have legally provided these services to the Florida consumers.

80. Defendants had no intention or ability to render the services paid for by Florida consumers.

81. The monies collected by Defendants were obtained with the intent to deprive the victims of the money and were appropriated for the use of Defendants and others not entitled to the funds.

82. Section 812.035(5), Florida Statutes, authorizes Plaintiff to seek relief for violations of Section 812.041, Florida Statutes, including ordering a defendant to divest herself of any interest in any enterprise and imposing reasonable restrictions on the future activities or investments of any defendant.

83. Defendants' actions have deprived numerous Florida consumers of the monies paid for services that were never rendered, and all such consumers are entitled to full restitution from Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, THE ATTORNEY GENERAL, respectfully requests that this Court:

1. Enter judgment in favor of the Plaintiff and against Defendants, jointly and severally, on all five counts of this complaint;

2. Permanently enjoin Defendants, PAMELA GRESSIER and REMEDY CENTER & ASSOCIATES, their officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them who receive actual notice of this injunction, from engaging in, or affiliating with, any of the following in the state of Florida: (A) any business purporting to offer “foreclosure-related rescue services,” as defined in Section 501.1377, Florida Statutes, or “mortgage assistance relief services,” as defined by 12 C.F.R. §1015; (B) any business purporting to offer to financial services to consumers, including, but not limited to, loan modification, mortgage brokering, loan brokering, any form of debt management, credit counseling, debt settlement, or investment management services; (C) any business purporting to offer real estate services to consumers; (D) the practice of law, directly or indirectly, in Florida; and (E) any business that engages in “commercial telephone solicitation” as defined by Section 501.603, Florida Statutes;

3. Order the Defendants, jointly and severally, to pay full restitution to each of the customers listed in the attached Exhibit A, in accordance with Sections 812.035 and 501.207(3), Florida Statutes. The total amount of the refunds owed to the consumers is FOUR HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED THIRTY DOLLARS AND NINETY-ONE CENTS (\$469,930.91);

4. Order disgorgement of all monies collected by Defendants from Florida consumers not listed in Exhibit A in accordance with Section 812.035(5), Florida Statutes;

5. Assess civil penalties against the Defendants, jointly and severally, in the amount of TEN THOUSAND DOLLARS (\$10,000) for each violation of Chapter 501, Part II, Florida Statutes;

6. Assess civil penalties against the Defendants, jointly and severally, in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000) for each violation of Section 501.1377 of Florida Statutes;

7. Assess civil penalties against the Defendants, jointly and severally, in the amount of FIVE THOUSAND DOLLARS (\$5,000) for each day Defendants violated the MARS Rule, and TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for each day in which Defendants were in reckless violation of the MARS Rule, pursuant to 12 U.S.C. §5565(2);

8. Award reasonable attorney's fees and costs pursuant to Sections 501.2075 and 501.2105, Florida Statutes and 12 U.S.C. §5565.

9. Grant such other and further relief as this Honorable Court deems just and proper, including, but not limited to, all other relief allowable under Sections 501.207(3) and 812.035 Florida Statutes; and 12 U.S.C. §5565.

Respectfully submitted,

PAMELA JO BONDI
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read 'RS', with a large, stylized flourish extending to the right.

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