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Palm Beach County, Florida
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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY FLORIDA

502008CA017838XXXXMB

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

Plaintiff,

-vs-

ALL-SUN ENTERPRISES, INC., a
dissolved State of Florida Corporation,
LEO. F. WHALEN and FRANK PENNEA,

Defendants.

CASE NO. 50 2008 CA 017838
XXXXMB

FILED
2012 OCT -5 PM 12:17
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
CIRCUIT CLERK

**STIPULATED CONSENT FINAL JUDGMENT AGAINST
DEFENDANTS, ALL-SUN ENTERPRISES, INC. AND LEO F. WHALEN**

WHEREFORE, this STIPULATED CONSENT FINAL JUDGMENT AND PERMANENT INJUNCTION ("Stipulated Consent Final Judgment" and/or "Order") was entered upon agreement and stipulation between the Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA ("ATTORNEY GENERAL" or "DEPARTMENT OF LEGAL AFFAIRS") and the Defendants, ALL-SUN ENTERPRISES, INC., a Dissolved State of Florida Corporation, and LEO F. WHALEN ("Defendants").

The Attorney General and the Defendants have consented, in writing, to the jurisdiction of this Court and hereby consent to the relief provided by this Order, waiving service of process.

The Attorney General and the DEFENDANTS have agreed to and consented, in writing, to the jurisdiction of this Court and do hereby consent to the relief provided by this Order, waiving service of process.

By express written agreement and consent of all of the above-referenced DEFENDANTS, the Court hereby **ORDERS AND ADJUDGES**, as follows:

I. JURISDICTION AND VENUE

1. This is an action for injunctive and declaratory relief, costs, damages, attorney's fees, penalties and any other statutory relief available, pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Fla. Stat.
2. This Court has subject-matter jurisdiction, pursuant to the provisions of Chapter 501, Part II, Fla. Stat.
3. All actions material to the Complaint occurred within four (4) years of the filing of this lawsuit.
4. Venue is proper in Palm Beach County, Florida as the statutory violations alleged herein occurred in, or affected, more than one judicial circuit in the State of Florida, including Palm Beach County.
5. Venue is further proper in the Fifteenth Judicial Circuit as the DEFENDANTS conducted business in Palm Beach County, Florida.
6. The business model of the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, consisted of contracting to install hurricane shutters and doors and contracting to make hurricane-related repairs, such as repairs to roofs, siding, screen rooms and gates.
7. According to consumer complaints presented to the Office of the Attorney General, as well as other government agencies, the following unfair and deceptive business practices were engaged in by the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN: 1) substitution of inferior parts for those contractually agreed upon; 2)

substandard workmanship; 3) protracted delays in commencing work; and 4) failure to apply for a permit within the time frames established by Section 489.126 of the Florida Statutes; 5) failure to perform the contracted services after acceptance of deposits from consumers; and 6) failure to refund consumers' deposits in spite of their failure to render the contracted services.

**II. SCOPE OF STIPULATED CONSENT FINAL JUDGMENT AND
RELEASE**

8. The injunctive provisions of this Stipulated Consent Final Judgment are entered pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501 Part II, Florida Statutes, relating to the offering of services related to the installation of hurricane shutters and doors and contracts to make hurricane-related repairs, such as repairs to roofs, siding, screen rooms and gates.
9. The Attorney General acknowledges by execution hereof that this Stipulated Consent Final Judgment constitutes a complete settlement of it's the civil claims against the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, that were asserted in the Amended Complaint filed in this matter.
10. The Attorney General agrees that it shall not proceed with or institute any civil actions or proceedings against Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, which are inconsistent with the provisions of this Stipulated Consent Final Judgment.
11. However, nothing herein shall preclude the Attorney General from either enforcing the provisions of this Stipulated Consent Final Judgment or pursuing additional actions against the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, which are outside the scope of the release set forth herein. Specifically, acts conducted after the

entry of this Stipulated Consent Final Judgment are not released, and enforcement may arise as the result of such future acts.

12. In addition, nothing in this Stipulated Consent Final Judgment releases any claims the Attorney General or any other person may have against Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, or any of their principals, owners, officers of directors relating or arising out of the acts and/or practices of ALL-SUN ENTERPRISES, INC.
13. Nothing herein relieves any person or corporation of its duty to comply with all applicable laws or constitutes authorization by the Attorney General for any such person or corporation to engage in acts and practices prohibited by such laws.
14. Further, nothing herein constitutes approval by the Attorney General of the past or future business practices of any of the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, or any other person or corporation.
15. Moreover, unless expressly stated to the contrary, nothing herein shall be construed as a waiver or compromise of any private rights, causes of action, or remedies of any private person, businesses, corporation, government or legal entity against the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, with respect to the acts and practices covered by this Stipulated Consent Final Judgment. Likewise, nothing herein shall affect the DEFENDANTS' testimonial obligations or right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorney General is not a party.

16. Finally, nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address conduct occurring after the entry of this Stipulated Consent Final Judgment which the Attorney General believes to be in violation of the law.

III. INJUNCTIVE TERMS

17. The Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, shall be immediately and permanently enjoined and prohibited from engaging in any activity violating the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"). Specifically, the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, individually, and/or by or through their spouses, trustees, agents, employees or other persons who act under, by, through or on behalf of any or all of them, are hereby **ENJOINED** from engaging in any businesses involving the installation of hurricane shutters and doors and/or hurricane repairs, such as repairs to roofs, siding, screen rooms and gates wherein a deposit for services is required of any consumer prior to the completion of the contracted services; from representing and/or soliciting through advertisement and/or oral communication, either directly or indirectly, that they offer, provide services regarding the installation of hurricane shutters and doors and/or hurricane repairs, such as repairs to roofs, siding, screen rooms and gates wherein a deposit for services is required of any consumer prior to the completion of the contracted services; and from accepting, receiving or otherwise obtaining payments from consumers for services related to the installation of hurricane shutters and doors and/or hurricane repairs, such as repairs to roofs, siding, screen rooms and gates wherein a deposit for services is required of any consumer prior to the completion of the contracted services. The Defendants, ALL-SUN ENTERPRISES, INC. and LEO F.

WHALEN, are further **ENJOINED** from creating any other legal entities engaging in any business involving the installation of hurricane shutters and doors and/or hurricane repairs, such as repairs to roofs, siding, screen rooms and gates wherein a deposit for services is required of any consumer prior to the completion of the contracted services or modifying any of their existing corporate entities, for the purpose of avoiding any provision of this Consent Final Judgment. The Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, additionally, agree to the permanent dissolution of ALL-SUN ENTERPRISES, INC., and the Defendant, LEO F. WHALEN, agrees to never again own or be associated with any business named ALL-SUN ENTERPRISES, INC. or any derivative thereof.

IV. MONETARY PROVISIONS

18. Judgment is hereby entered in favor of the Attorney General, whose address is Department of Legal Affairs, State of Florida Office of the Attorney General, the Capital, Tallahassee, Florida 32399-1050, and against the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, jointly and severally, in the total sum of THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00).
19. The Parties agree that the THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00) to be paid by the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, shall be paid towards current and future attorneys' fees, investigative fees and/or costs, which shall be paid over a period of twenty-four (24) months in \$125.00 increments on or before the fifteenth (15th) day of every month until paid.

20. The first monthly payment in the amount of \$125.00 shall be due on the first day of the first full month following the date upon which the AVC is fully executed by all required Parties.
21. Each of the payments detailed in Paragraph 19 above shall be made by cashier's check or other certified funds made payable to the "Legal Affairs Revolving Trust Fund" and provided to Assistant Attorney General Carol E. A. DeGraffenreidt, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401 on or before the first day of every month until paid.
22. In the event the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, fail to make any of the payments set forth above in Paragraphs 18 through 21, the ATTORNEY GENERAL shall then be entitled to the entry of an Amended Consent Final Judgment which reflects a Judgment against the Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, jointly and severally, for FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00), permitting execution forthwith, upon the filing of an affidavit by an Assistant Attorney General reflecting the failure of the DEFENDANTS to comply with the above payment schedule. No credit shall be given to the DEFENDANTS for any payments made pursuant to this Stipulated Consent Final Judgment in the event of the entry of an Amended Consent Final Judgment due to the failure of the DEFENDANTS to make the agreed upon total and complete payment of THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00), in accordance with the terms of this Stipulated Consent Final Judgment.

23. None of the DEFENDANTS, in an attempt to avoid the terms of this Stipulated Consent Final Judgment, shall transfer assets and/or create or change the name of any business entity.
24. The Attorney General is waiving its right to request that the Court impose fines of up to \$15,000.00 per violation of Chapter 501, Part II, of the Florida Statutes upon the DEFENDANTS, based upon their agreement to the terms of this Stipulated Consent Final Judgment.
25. Notwithstanding any other provision of this Stipulated Consent Final Judgment, nothing herein shall be construed to impair, compromise and/or affect the rights of any government agency other than the Office of the Attorney General for the State of Florida.
26. The DEFENDANTS' interest in funds paid in conjunction with this Stipulated Consent Final Judgment shall fully and completely divest when this 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 DEFENDANTS provided that the Stipulated Consent Final Judgment has been fully executed by the Court and all required Parties.

V. RECORDS

27. The DEFENDANTS agree to retain all records related to the investigation which is the subject of the instant matter for a minimum of two (2) years from the date upon which this Stipulated Consent Final Judgment is fully executed by all required Parties.
28. The DEFENDANTS further agree to maintain and make available to the Attorney General's representative, upon 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.

29. The DEFENDANTS agree to provide any such records requested by Attorney General and/or make them available for inspection within twenty (20) business days of the DEFENDANTS' receipt of the Attorney General's request.
30. Finally, the DEFENDANTS agree to honor any request by the Attorney General to provide or to make available such records without legal process.

VI. GENERAL AND ADMINISTRATIVE PROVISIONS

31. Jurisdiction is retained for the purpose of enabling any party to this Stipulated Consent Final Judgment to apply to the Court at any time for such further Orders and directions as might be necessary or appropriate for the modification, construction and/or implementation of the injunctive provisions of this Stipulated Consent Final Judgment, or for the enforcement and punishment of violations of any provisions hereof. However, the Parties may by stipulation agree to a modification of the terms of this Stipulated Consent Final Judgment, which agreement shall be presented to the Court for consideration. Any stipulation by the Parties regarding the modification of any terms of this Stipulated Consent Final Judgment must be by a written instrument signed by or on behalf of the Attorney General and all DEFENDANTS.
32. If, after the execution of this Stipulated Consent Final Judgment, the Attorney General, or any other agency of the State which is charged with the administration of its consumer protection statutes, enacts or promulgates legislation, rules or regulations with respect to the matters governed by this Stipulated Consent Final Judgment which conflict with any provision of this Stipulated Consent Final Judgment, including specifically allowing,

under certain conditions, that which is prohibited under this Stipulated Consent Final Judgment, or if the applicable laws of the State shall otherwise change in a manner which conflict with any provision of this Stipulated Consent Final Judgment, the Attorney General shall not unreasonably withhold consent to the modification of such provision to the extent necessary to eliminate such conflict.

33. Changes to the laws, rules and/or regulations of the State of Florida, with respect to the matters which are governed by this Stipulated Consent Final Judgment, shall be deemed to "conflict" with a provision of this Consent Final Judgment if the DEFENDANTS are unable to reasonably comply with both the change in the law, rule and/or regulation and any provision of this Stipulated Consent Final Judgment.
34. The DEFENDANTS may likewise seek modification of this Stipulated Consent Final Judgment if it appears that it is impossible to reasonably comply with the terms of this Stipulated Consent Final Judgment in light of any changes to any applicable federal laws, rules and/or regulations.
35. Notwithstanding the foregoing, the Attorney General may institute an action or proceeding to enforce the terms and provisions of this Stipulated Consent Final Judgment and/or to take action based upon future conduct of the DEFENDANTS.
36. The DEFENDANTS acknowledge that a violation of this Stipulated Consent Final Judgment shall be *prima facie* evidence of a violation of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II (FDUTPA).
37. In the event of a material default or violation of any injunctive provision contained in this Stipulated Consent Final Judgment, the Attorney General may enforce this Stipulated Consent Final Judgment by mechanism of contempt or any other mechanism permissible

by law. Further, if such conduct constituting a violation of the Stipulated Consent Final Judgment also constitutes a violation of any State or Federal law, rule and/or regulation, then the Attorney General may exercise any other remedies available by law in order to fully address said conduct. Nothing herein shall be construed as a limitation to the remedies that the Attorney General may pursue upon default by the DEFENDANTS.

38. The Parties jointly participated in the negotiation of the terms which are articulated within this Stipulated Consent Final Judgment, and no provision of this Stipulated Consent Final Judgment shall be construed for or against either party on the grounds that one party or another was more heavily involved in the preparation of the Stipulated Consent Final Judgment or had control over the provisions included herein.
39. Nothing herein shall preclude the Attorney General from enforcing the provisions of this Stipulated Consent Final Judgment or from pursuing any law enforcement action with respect to the acts or practices of the DEFENDANTS which are not covered by this Stipulated Consent Final Judgment.
40. This Stipulated Consent Final Judgment shall be governed by laws of the State of Florida.
41. Nothing herein constitutes approval by the Attorney General of the DEFENDANTS' past or future business acts or practices.
40. This Stipulated Consent Final Judgment does not resolve the Attorney General's Amended Complaint against any other Parties and/or unnamed DEFENDANTS to this or any other lawsuit.
41. Nothing in this Stipulated Consent Final Judgment shall preclude the Attorney General from pursuing any other Parties and/or unnamed DEFENDANTS to this or any other

lawsuit, nor does it preclude the Attorney General from collecting any monetary fees, restitution, costs or any other such relief to which the Attorney General is entitled.

VII. FUTURE VIOLATIONS

42. 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 the DEFENDANTS or their officers, directors and employees to any and all civil penalties and sanctions provided by law. In the event Plaintiff believes that the DEFENDANTS are materially violating the provisions of this Stipulated Consent Final Judgment, then prior to instituting a proceeding under the terms of this Stipulated Consent Final Judgment, the Plaintiff shall give the DEFENDANTS written notice of the alleged violation and an opportunity to remedy the alleged violation. Any notice of an alleged violation must be in writing and must state with reasonable particularity the basis for the alleged violation. The DEFENDANTS shall thereafter have ten (10) business days from its receipt of written notice from the DEPARTMENT OF LEGAL AFFAIRS to remedy the alleged violation or demonstrate to the DEPARTMENT OF LEGAL AFFAIRS that they are taking reasonable and prompt measures to remedy the alleged violation. Nothing contained herein shall preclude the DEFENDANTS 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 OF LEGAL AFFAIRS, on the other hand, does not concede that the DEFENDANTS' 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 that the DEFENDANTS may

or may not receive from the Florida Bar concerning any conduct that the Plaintiff may contend violates this Stipulated Consent Final Judgment.

43. For purposes of this Stipulated Consent Final Judgment, the Plaintiff shall, unless otherwise directed by the DEFENDANTS and/or an authorized representative, send all written notifications via electronic mail to Leo F. Whalen, on behalf of all Defendants, at: leowhalen@yahoo.com.
44. The DEFENDANTS shall, unless otherwise directed by the Plaintiff's authorized representative, send all written notifications via electronic mail and facsimile to: Carol E. A. DeGraffenreidt, 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: carol.degraffenreidt@myfloridalegal.com; Facsimile telephone number: (561) 837-5109.
45. 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 the DEFENDANTS 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 the DEFENDANTS may be liable for civil penalties and for additional attorneys' fees and costs, and other relief, as allowed by law. The DEPARTMENT OF LEGAL AFFAIRS

reserves the right to seek Chapter 501 penalties for any future violation(s) of Chapter 501, Part II, Florida Statutes.

46. The DEFENDANTS shall be responsible for making the substantive terms and conditions of this Stipulated Consent Final Judgment known to their officers, directors, partners, management level employees, agents, representatives, as well as the affiliated parties, successors and assigns, engaged in any of the DEFENDANTS' businesses, projects, and/or activities.

VIII. EFFECTIVE DATE

47. The effective date of this Stipulated Consent Final Judgment is the date upon which the Stipulated Consent Final Judgment is fully executed by the Court and all required Parties. The receipt of or deposit by the DEPARTMENT OF LEGAL AFFAIRS of any monies pursuant to this Stipulated Consent Final Judgment does not constitute acceptance of this Stipulated Consent Final Judgment by the DEPARTMENT OF LEGAL AFFAIRS, 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 Paragraphs 18 through 20 above, the DEPARTMENT OF LEGAL AFFAIRS agrees to close its investigation into the activities of DEFENDANTS and, it shall within five (5) business days of the effective date of this Stipulated Consent Final Judgment, notify the DEFENDANTS, in writing, that it has officially closed its investigation, pursuant to the terms of the Stipulated Consent Final Judgment.

CONSENT TO JUDGMENT

1. The Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, acknowledge that they have read the foregoing Stipulated Consent Final Judgment.
2. The Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, admit to the jurisdiction of this Court and consent to the entry of this Stipulated Consent Final Judgment.
3. The Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, state that no promises of any kind or nature whatsoever, other than the written terms of this Stipulated Consent Final Judgment, were made to induce the DEFENDANTS into entering into this Stipulated Consent Final Judgment.
4. The Defendants, ALL-SUN ENTERPRISES, INC. and LEO F. WHALEN, state that they entered into this Stipulated Consent Final Judgment voluntarily and that this Stipulated Consent Final Judgment constitutes the entire agreement between them and the State of Florida.
5. This Stipulated Consent Final Judgment is signed in anticipation of the Stipulated Consent Final Judgment being submitted to the Court for approval, without the necessity of a hearing, which is hereby WAIVED by all Parties.

ALL-SUN ENTERPRISES, INC.

Agreed to and signed this 16 day of August, 2012, by the below-stated person who stated and affirmed as follows:

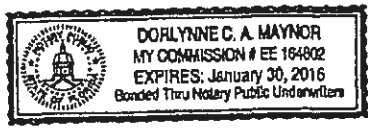
BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as one of the Principals and Owners of ALL-SUN ENTERPRISES, INC. and that by my signature I am binding ALL-SUN ENTERPRISES, INC. to the terms and conditions of this Stipulated Consent Final Judgment.

By: [Signature]
LEO F. WHALEN, PRESIDENT/OWNER
ALL-SUN ENTERPRISES, INC.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, this 16 day of August, 2012, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared LEO F. WHALEN, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

[Signature]
NOTARY PUBLIC
[Signature]
(print, type or stamp commissioned name of Notary Public)



Personally known or Produced Identification _____ (check one)
Type of Identification Produced:

LEO F. WHALEN

Agreed to and signed this 16 day of August, 2012, by the below-stated person who stated and affirmed as follows:

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

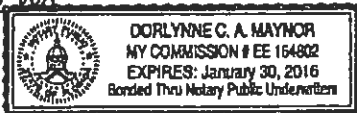
By: [Signature]
LEO F. WHALEN, INDIVIDUALLY

STATE OF FLORIDA)
COUNTY OF MARTIN)

BEFORE ME, this 16th day of August, 2012, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared LEO F. WHALEN, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

[Signature]
NOTARY PUBLIC
[Signature]

(print, type or stamp commissioned name of Notary Public)

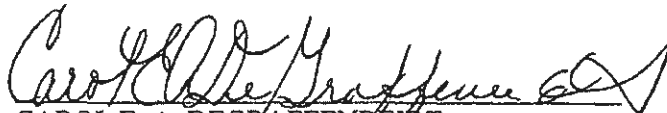


Personally known or Produced Identification _____ (check one)
Type of Identification Produced:


ACCEPTANCE BY ATTORNEY GENERAL'S OFFICE

The Office of the Attorney General approves the entry of this *Stipulated Consent Final Judgment and Permanent Injunction against the Defendants, All-Sun Enterprises, Inc. and Leo Whalen.*

Signed this 16th day of August, 2012.


CAROL E. A. DEGRAFFENHEDE
ASSISTANT ATTORNEY GENERAL

Signed this _____ day of _____, 2012.


SAMANTHA SCHOSBERG FEUER
SOUTH FLORIDA BUREAU CHIEF
ECONOMIC CRIMES DIVISION

DONE AND ORDERED, this 16th day of AUGUST, 2012.

Done and Ordered on October 4, 2012.


JUDGE MEENU SASSER
CIRCUIT COURT JUDGE

** Copies sent to all Parties on the below Service List

SERVICE LIST:

Carol E. A. DeGraffenreidt
Assistant Attorney General
Office of the Attorney General
1515 North Flagler Drive, Suite 900
West Palm Beach, FL 33401

Beth Gordon, Esquire
Counsel for the Defendant
P. O. Box 734
Williston, Florida 32696

Leo F. Whalen, Defendant
515 S. W. Rustic Circle
Stuart, Florida 34997



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 10 DAY OF October, 2012

SHARON R. BOCK
CLERK & CONTROLLER

By *Franklin Whally*
DEPUTY CLERK