

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

In the Matter of:

AG Case Number: L10-3-1148

The Johnson Law Group, PLLC
and Clint L. Johnson

Respondents
_____ /

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT TO Chapter 501, Part II, “The Florida Deceptive and Unfair Trade Practices Act”, Florida Statutes (2010), the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (hereafter the “Department”) has investigated certain acts and practices of The Johnson Law Group, PLLC and Clint L. Johnson (hereinafter the “Respondents”).

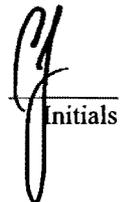
Respondents enter into this Assurance of Voluntary Compliance (hereafter the “AVC”) with the Department without an admission of wrongdoing and for the purpose of resolving this matter only. Pursuant to Section 501.207(6), Florida Statutes (2010), the Department accepts this AVC in termination of its investigation into certain acts and practices of Respondents related to debt relief and debt management services.

1. DEFINITIONS

As used in this AVC:

1.1 “Debt relief service” shall have the same meaning as set forth in Section 310.2(m) of the “Telemarketing Sales Rule”, Title 16 C.F.R, Part 310 (2010).

1.2 “Debt management services” shall have the same meaning as set forth in Section 817.801(4), Florida Statutes (2010).


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2. STIPULATED FACTS

2.1 Respondent, The Johnson Law Group, PLLC (“JLG”), is a Florida professional limited liability company, with its principal place of business located at 250 N. Orange Avenue, Suite 550, Orlando, FL 32801. Respondent, Clint L. Johnson (“Johnson”), is the sole owner/member of JLG, and is a duly licensed member of the Florida Bar Association. He is actively practicing law in the State of Florida. Johnson participated in, controlled, and had the authority to control JLG’s acts and practices.

2.2 Respondent, JLG, operates as a law firm and markets and promotes, among other legal services, debt relief and debt management services to consumers. However, while JLG markets those services to consumers, JLG does not, in most cases, perform the debt relief and debt management services. Instead, JLG utilizes third party companies to actually perform the debt relief and debt management services. JLG collects a fee for the services and pays a portion of the fee to the third party companies. JLG does not disclose to its clients that the services will be performed by third party companies. JLG contends that it performs any necessary legal services related to the debt relief and debt management services.

2.3 JLG was contacted by an unrelated Nevada law firm of the same name, Johnson Law Group (“JLG Nevada”), to take over representation of a substantial number of clients who had retained JLG Nevada to perform debt relief services. JLG Nevada transferred client funds to JLG in the amount of \$2,100,000.00 (the “Nevada Funds”). According to JLG, JLG Nevada failed to provide complete and adequate accounting records and documentation regarding the Nevada Funds, and failed to notify the clients of the transfer of the Nevada Funds and the change in client representation. Once JLG Nevada transferred the Nevada Funds, JLG Nevada ceased


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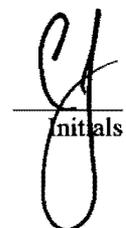
operations and failed to provide any additional records or documents to JLG regarding the Nevada Funds. Consequently, JLG has had to undertake substantial efforts to create an accurate accounting of the Nevada Funds, and to contact the JLG Nevada clients regarding the transfer of the Nevada Funds.

2.4 Since Johnson and JLG have become aware of the Department's investigation, they have refunded \$1,311,096.32 of the Nevada Funds to clients. JLG have provided to the Department the attached Exhibit "A" which Johnson and JLG represent is a true and correct list of the amounts and clients to whom the refunds were paid. In addition, Johnson and JLG have also made payments to creditors on behalf of certain clients in the amount of \$951,869.42. Johnson and JLG have provided to the Department the attached Exhibit "B" which Johnson and JLG represent is a true and correct list of the amounts and creditors to which payments were made.

2.5 Johnson and JLG contend that Part IV of Chapter 817, Florida Statutes, does not apply to them based on the exception language of Section 817.803(1), Florida Statutes (2010) that excepts debt relief services in the practice of law from the application of the statute. Given that the debt relief services were actually performed by third party companies, the Department disagrees, and contends that Part IV of Chapter 817, Florida States does apply to Johnson and JLG.

2.6 Since October 31, 2010, neither Johnson nor JLG have accepted any new clients for which they are providing any debt relief or debt management services. JLG is continuing to provide debt relief services to some existing clients who have specifically retained JLG in writing.

3. JURISDICTION AND VENUE


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3.1 The parties agree that the State of Florida has jurisdiction over Respondents for the purposes of entering into this AVC and any enforcement actions arising out of this AVC.

3.2 It is further agreed by the parties that venue for any matters relating to or arising out of this AVC shall lie solely in Orange County, Florida.

4. COMPLIANCE TERMS

4.1 Respondents shall not violate any applicable law, rule, and/or regulation, including, but not limited to, the following:

(a) The Florida Deceptive and Unfair Trade Practices Act as contained in Chapter 501, Part II, Florida Statutes (2010);

(b) Florida's Credit Counseling Services statute as contained in Chapter 817, Part IV, Florida Statutes (2010)

(c) The Telemarketing and Consumer Fraud and Abuse Prevention Act as contained in 15 U.S.C. Sections 6101-6108 (2010) (the "Act") and rules implementing the Act as contained in the "Telemarketing Sales Rule", Title 16 C.F.R, Part 310 (2010).

(d) All Federal Trade Commission rules and regulations regarding or relating to advertising.

(e) Section 817.41, Florida Statutes (2010), Misleading Advertising

4.2 Respondents shall not accept any new clients to provide debt relief or debt management services except in strict compliance with the above referenced laws, rules and regulations, and such others that may apply, including any rules or regulations governing members of the Florida Bar Association.

4.3 Respondents may continue to provide debt relief and debt management services to existing clients who retained JLG prior to October 31, 2010; provided, however, in the event any

of those clients becomes dissatisfied with the services and requests a refund, JLG shall promptly make such refund.

5. MONETARY TERMS

5.1 On or before April 8, 2011, Respondents shall pay to the Department the total sum of Ten Thousand and No/100 (\$10,000.00) for investigative costs, attorneys' fees and future monitoring. Payment shall be made by certified or cashier's check payable to the Department of Legal Affairs Revolving Trust Fund and shall be sent to Robert G. Clements, Assistant Attorney General, 135 West Central Blvd, Suite 1000, Orlando, FL 32801.

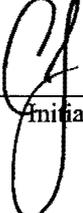
5.2 In the event that Respondents fail to timely pay any of the above amounts, Respondents shall be in default of this AVC and hereby stipulate to entry of a final judgment in favor of the Department for the outstanding amounts due. Evidence of the failure to pay in accordance the terms and conditions of this AVC may be in the form of an affidavit from the Department.

5.3 Respondents acknowledge and agree that any failure to comply with the terms and conditions of this AVC is by statute prima facia evidence of a violation of Chapter 501, Part II, Florida Statutes (2010), and may subject Respondent to any and all civil penalties and sanctions provided by law, including awarding of attorneys' fees and costs.

6. EFFECTIVE UPON ACCEPTANCE

6.1 The Department's Director of Economic Crimes may refuse to accept this AVC at his or her discretion, and the AVC shall only become effective upon its acceptance and signing by the Director.

6.2 This AVC may be signed in multiple counterparts, each of which shall be considered an original, and all of which together will constitute one and the same agreement.


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7. BUSINESS RECORDS

7.1 In connection with the Department's future monitoring of Respondents, Respondents agree to retain documents and other information reasonably sufficient to establish compliance with the provisions of this AVC, and shall provide the Department reasonable access to such documents and information upon written request from the Department.

8. CONSTRUCTION OF AVC

8.1 This AVC is the result of joint negotiations between the parties and shall be deemed to have been drafted by both the Department and the Respondents. In the event of a dispute, this AVC shall not be construed against the Department or the Respondents.

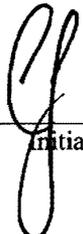
8.2 Respondents shall in no way represent that the Department has approved any of the Respondents' business practices or prices, and shall not use the existence of this AVC to in any way imply such approval.

9. APPLICABILITY

9. This AVC shall apply to and continuously bind Respondents and their affiliated entities, successors, assigns and each of its officers, directors, agents, servants, employees, and attorneys, whether acting directly or through any corporation, subsidiary, division, or other entity.

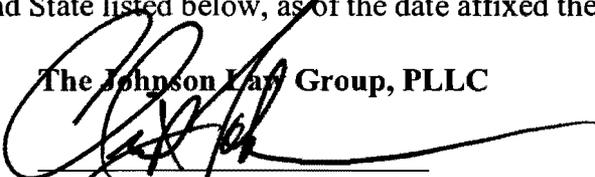
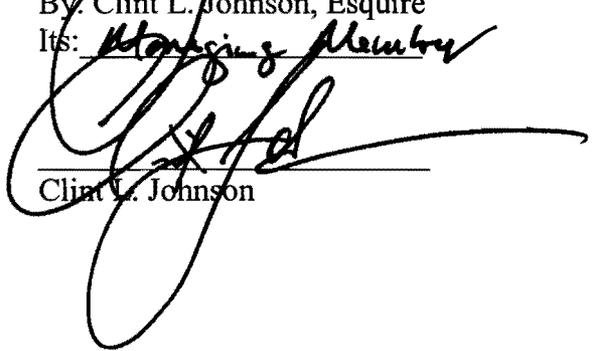
10. CHANGES IN LAW OR BUSINESS PRACTICES

10.1 It is further agreed by the parties that if any statutes change due to amendment, repeal, or disposition by the legislature, an agency, or court so that they would permit any action prohibited by any section of this AVC, that section of this AVC shall no longer have any force or effect.


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10.2 If any clause, provision, or section of the AVC shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this AVC, and this AVC shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

IN WITNESS WHEREOF, Respondent has caused this AVC to be executed by an authorized representative in the County and State listed below, as of the date affixed thereon.

The Johnson Law Group, PLLC

By: Clint L. Johnson, Esquire
Its: Managing Member

Clint L. Johnson

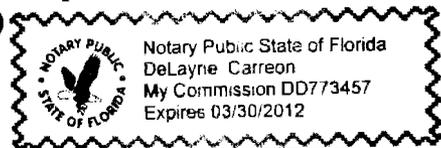
STATE OF FLORIDA
COUNTY OF ORANGE

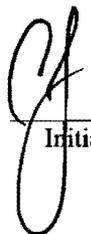
BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Clint L. Johnson, as Managing Member of The Johnson Law Group, PLLC, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 19 day of March, 2011.

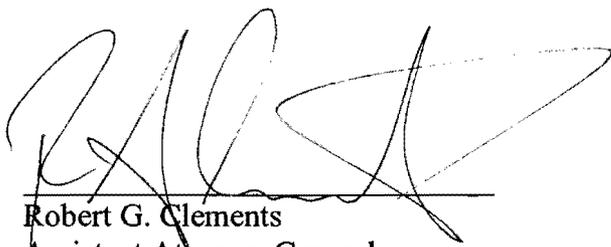
Sworn to and subscribed before me this 19 day of March, 2011.


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

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

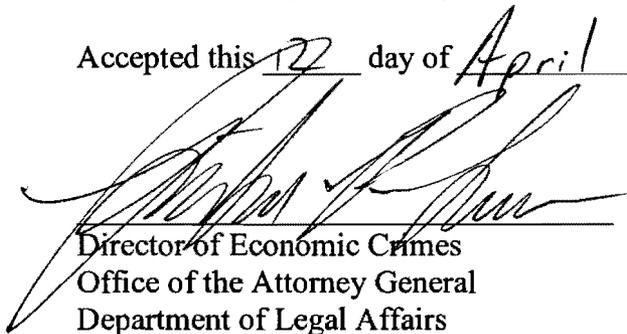



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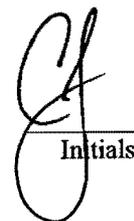


Robert G. Clements
Assistant Attorney General
Office of the Attorney General
Department of Legal Affairs
135 West Central Blvd., Suite 1000
Orlando, Florida 32801
(407) 245-0833 phone, (407) 245-0365 Fax

Accepted this 12 day of April, 2011.



Director of Economic Crimes
Office of the Attorney General
Department of Legal Affairs
The Capitol
Tallahassee, Florida 32399-1050



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