

**IN THE CIRCUIT COURT
OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY,
FLORIDA CIVIL DIVISION**

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

Plaintiff,

v.

Case No. 2015-CA- 2015

**ALUMNI RESEARCH, INC., a Florida
Corporation; and ROBERT LAPING, an
individual,**

Defendants.

**CONSENT FINAL JUDGMENT
AND ORDER FOR PERMANENT INJUNCTION AGAINST
ALUMNI RESEARCH, INC., AND ROBERT LAPING**

OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS (“Plaintiff” or the “Department”),
ALUMNI RESEARCH, INC., and ROBERT LAPING (collectively,
“Defendants”),¹ having agreed and stipulated to the entry of this Consent Final
Judgment and Order for Permanent Injunction (“Judgment”) and the findings set

¹ Defendants neither admit nor deny any of the allegations set forth in the Complaint. The stipulations entered herein are for the purposes of resolving this lawsuit only and do not constitute factual admissions other than for purposes of enforcing this Consent Judgment.

forth below, and this Court, having reviewed the file and necessary papers, does hereby **ORDER** and **ADJUDGE**:

By express written agreement and consent of Plaintiff and Defendants, the Court hereby enters final judgment on the causes of action asserted under the Florida Deceptive and Unfair Trade Practices Act (Counts I through III) in favor of the Office of the Attorney General, Department of Legal Affairs, State of Florida, 3507 E. Frontage Road, Suite 325, Tampa, FL 33607 and against: Defendant Alumni Research, Inc. (Counts I and III), which last address was 2332 U.S. Highway 19, Holiday, Florida 34691; and Defendant Robert Laping, individually (Counts II and III), whose address is 2902 Magnolia Trace, Tarpon Springs, Florida 34688, as follows:

I. FINDINGS

1. This is an action for injunctive relief, damages, civil penalties, attorneys' fees and costs, and any other statutory relief available pursuant to the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes.

2. The Department is an agency of the State of Florida and the enforcing authority under FDUTPA.

3. The Department initiated an investigation into allegations that Defendants engaged in acts or practices that were misleading, unfair, deceptive or

unconscionable in the sales, marketing, advertising, and performance of alumni directory book sales and publication.

4. Defendant Alumni Research, Inc. is a for-profit corporation organized under the laws of Florida with its principal place of business formerly located in Pasco County, Florida.

5. Defendant Robert Laping, an adult male over the age of eighteen and resident of Pinellas County, Florida, at all times material hereto, was a partial owner of, and managed and controlled the daily operations of Defendant Alumni Research, Inc.

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

7. Defendants, at all times material hereto, provided goods or services as defined within Section 501.203(8), Florida Statutes, within the State of Florida and nationwide.

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

9. The parties hereby agree and stipulate that this Court has jurisdiction over the parties and the subject matter of this action pursuant to the provisions of FDUTPA, and that venue is proper in this Court in that the actions at issue took place in more than one county in the State of Florida.

10. During the relevant time period, namely from at least July 2011 through July 2015, Defendants marketed, advertised, sold, and promised to provide goods to consumers relating to alumni directory books.

11. Despite Defendants' promises and representations, Defendants did not provide all of the promised and paid-for alumni directory books.

12. Defendants' acts and practices as described in Paragraphs 10 & 11 constitute unfair, deceptive and unconscionable trade practices that were likely to deceive a consumer acting reasonably under the circumstances.

13. Defendants' acts and practices as described in Paragraphs 10 & 11 are violations of FDUTPA.

14. Consumers in the State of Florida and nationwide were actually injured by the unfair, deceptive and unconscionable practices of the Defendants.

II. ORDER

A. INJUNCTIVE TERMS AND PROHIBITIONS

15. The purpose of FDUTPA is to "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." Section 501.202(2), Fla. Stat. To that end, "reasonable restrictions upon the future activities of any defendant to impede her or him [sic] from engaging in or establishing the same type of endeavor" are

permitted by the Act, and courts may “order any defendant to divest herself or himself of any interest in any enterprise.” Section 501.207(3), Fla. Stat. Prohibiting business activities is constitutional when the limitation is rationally related to the State’s objective of preventing deceptive practices. *Fraternal Order of Police v. Dept. of State*, 392 So. 2d 1296, 1302 (Fla. 1980) (upholding regulations in the Law Enforcement Funds Act even though they were not “the best possible means to eradicate the evils perceived” because they were not “wholly unrelated” to the legislature’s purpose). As such, a permanent injunction is appropriate.

16. On July 17, 2015, Alumni Research ceased to operate its business in response to the filing of this lawsuit, and on a going-forward basis the Court hereby permanently enjoins Defendants, as well as their current representatives, agents, employees, successors, assigns, independent contractors or any other person or entity who acts under, by, through, or on their behalf, directly or indirectly, from the following:

- a. Engaging in or assisting in any charitable solicitation activity, including, but not limited to, charitable solicitations on behalf of academic institutions;
- b. Accepting charitable donations for the benefit of academic institutions;

- c. Marketing, advertising, selling, providing, accepting payment for, rendering, engaging in, assisting with or otherwise providing alumni directory books to consumers, in any agent, employee/employer, manager, owner, consulting or contractor capacity whatsoever;
- d. Controlling, participating in, or receiving any benefit, either directly or through an intermediary, from the acts and practices of any business, organization or entity engaged in providing alumni directory books to consumers;
- e. Training, educating, or advising any other person or entity regarding the marketing, advertising, selling, providing, accepting payment for, rendering, engaging in, assisting with or otherwise providing alumni directory books to consumers;
- f. Engaging in, participating in, or knowingly assisting others in telemarketing or in any other commercial telephone solicitation. For purposes of this prohibition, "telemarketing" means any plan, program, or campaign that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones. For purposes of this prohibition, "commercial telephone solicitation" means: (i) an unsolicited telephone call to a

person for the purpose of inducing the person to purchase or invest in consumer goods or services; (ii) communication with a person where (1) a gift, award, or prize is offered, (2) a telephone call response is invited, and (3) the salesperson intends to complete a sale or enter into an agreement to purchase during the course of the telephone call; or (iii) any other communication with a person that represents a price, quality, or availability of consumer goods or services and invites a response by telephone or which is followed by a call to the person by a salesperson;

- g. Making any false or misleading representations, or false or deceptive statements, in any communication with consumers;
- h. Cashing or depositing any consumer checks currently in Defendants' possession, custody or control;
- i. Disclosing, using, selling or in any way benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, any financial information (including a credit card, bank account, or other financial account), or any other alumni information Defendants collected, of any person (the "Customer Information") which was obtained by Defendants prior to entry of this Judgment

in connection with advertising, marketing, promotion, offering for sale or sale of alumni directory books or alumni charitable donations to academic institutions;

j. Except as may be necessary to comply with this Consent Judgment, failing to dispose of such Customer Information in all forms in their possession, custody, or control at such time as directed by the Department. Disposal shall be by means that protect against unauthorized access to the Customer Information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the Customer Information cannot practicably be read or reconstructed; and

k. Upon request by the Department that Defendants dispose of all Customer Information, Defendants shall provide the Department with proof showing that the disposal contemplated herein has been completed and shall certify to the Department that Defendants no longer possess any Customer Information regardless of form in which it was maintained.

17. The Court hereby requires Defendants to perform the following acts as part of this permanent injunction:

- a. Within seven (7) days of the date of entry of this Judgment by the Court (the date of entry of this Judgment by the Court shall hereafter be referred to as the “Effective Date”), Defendants must return any uncashed consumer checks to the respective consumers;
- b. Within seven (7) days of the Effective Date, Defendants must disconnect any toll-free telephone numbers or other phone numbers advertised to consumers or otherwise utilized for the purpose of accepting alumni directory book orders, alumni annual membership dues, or alumni charitable contributions;
- c. Within seven (7) days of the Effective Date, Defendants must disable any website used to advertise Defendants’ products or services related to alumni directory books, alumni annual membership dues, or alumni charitable contributions;
- d. Within seven (7) days of the Effective Date, Defendants must disable Defendant Alumni Research, Inc.’s PayPal account and any other online payment processing services through which Defendants collect payments for alumni directory books, alumni annual membership dues, or alumni charitable contributions;
- e. Within thirty (30) days of the Effective Date, Defendants shall issue a separate, formal written apology to each school and alumni

association representing consumers from whom Defendants accepted payment for alumni directory books that were never delivered or accepted an alumni's annual membership dues or charitable contribution that was never transferred to the school or alumni association;

- f. Within thirty (30) days of the Effective Date, for those schools and alumni associations on whose behalf Defendants collected annual alumni membership dues or alumni charitable contributions, Defendants must provide to those schools and alumni associations (with a copy to the Department) a current detailed collection and distribution report, to include any collections received from consumers and not paid to the respective school or alumni association;
- g. Within thirty (30) days of the Effective Date, Defendants must close any credit card accounts established under Defendant Alumni Research, Inc.'s name;
- h. Within thirty (30) days of the Effective Date, Defendants must return to all schools and alumni associations any proprietary or otherwise historical or valuable artifacts, photographs, yearbooks, or other items in Defendants' possession, custody, or control; and

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within fourteen (14) days of returning such items to the schools or alumni associations, provide a notice to the Department via U.S. Mail including the following information: the approximate date of shipping and the intended recipient's contact information (name, school or alumni association, and address); if prior to the entry of this Judgment Defendants have already returned such property, then the Defendants must provide the required notice to the Department within fourteen (14) days of the Effective Date;

- i. Within ninety (90) days of the Effective Date, Defendants shall notify all schools and alumni associations who are currently under contract with Alumni Research for collection or storage of alumni data, of the availability of alumni data and then make the alumni data available upon request to any school or alumni association. Defendants may make this alumni data available via online access or may provide the alumni data to schools and alumni associations by providing a disk, thumb drive, or other portable electronic storage device. Defendants may not charge or accept payment from the schools or alumni associations for any costs associated with notifying the schools and alumni associations or providing the alumni data available to the schools and alumni associations.

B.

MONETARY TERMS

18. FDUTPA authorizes reimbursement to consumers who have been damaged by deceptive trade practices. Section 501.207(3), FLA. STAT. It also authorizes recovery of the actual damages caused by the deceptive practices. Section 501.207(1)(b), FLA. STAT. All consumers who paid money in response to a deceptive trade practice are entitled to their money back, and there is no need for an individualized inquiry into how each consumer reacted to the practice. *F.T.C. v. Wilcox*, 926 F. Supp. 1091, 1105 (S.D. Fla. 1995); *F.T.C. v. People's Credit First*, No. 8:03-CV-2353-T, 2005 WL 3468588 (M.D. Fla. Dec. 18, 2005).

19. Judgment is hereby entered against Defendants, jointly and severally, for consumer restitution in the total amount of \$1,746,095.00 ("Restitution Amount"), for which let execution issue forthwith. The Restitution Amount shall be paid by wire transfer, certified funds or cashier's checks, payable to the **Department of Legal Affairs Escrow Fund**, c/o Office of the Attorney General, Consumer Protection Division, 3507 East Frontage Road, Suite 325, Tampa, Florida 33607.

20. In no event shall any individual consumer receive more than the amount they are actually owed. If any restitution monies remain after the distribution of the Restitution Amount, the Department will deposit the remaining monies into the Department of Legal Affairs Revolving Trust Fund and it shall be

used to defray the costs of restitution distribution and any attorneys' fees and costs incurred in enforcing this Judgment, or as fees and costs associated with ongoing and future enforcements initiatives pursuant to Chapter 501, Part II, Florida Statutes.

21. While restitution serves the purpose of restoring an injured person to the financial position held before a defendant received an unlawful benefit, with a civil penalty "the law exacts payment by way of punishment for doing some act which is prohibited...." *Sun Coast Intern. Inc. v. Dept. of Business Regulation*, 596 So. 2d 1118, 1121 (Fla. 1st DCA 1992) (internal citations omitted). Anyone who has used a trade practice found to be unlawful under the Act is liable for a civil penalty of up to \$10,000.00 per violation. See § 501.2075, Fla. Stat. Each instance in which a deceptive representation is disseminated constitutes a violation. *U.S. v. Reader's Digest Ass'n, Inc.*, 662 F. 2d 955, 966 (3d Cir. 1981) (finding a separate FTC Act violation occurred with each deceptive mailing sent to a consumer). The Court has discretion to determine the amount of the penalty for each violation and whether the transactions are construed as single or as continuing violations. *Army Aviation Heritage Foundation v. Ruis*, 504 F. Supp. 2d 1254, 1263-64 (N.D. Fla. 2007).

22. In this case, at least 26,863 transactions occurred in which the Department alleges that the Defendants violated FDUTPA. Many of these

transactions involved senior citizens. These transactions are undisputed. Given the nature of the alleged violations and the egregiousness of Defendants' alleged behavior (especially in light of that the fact that many of the consumer victims were senior citizens), the permitted penalty is at least \$10,000.00 per violation, for a total penalty of \$268,630,000.00. To avoid a penalty that is disproportionate to the gross receipts the Defendants collected from consumers, the Department seeks a civil penalty of \$100.00 per transaction. This calculation results in a civil monetary penalty of \$2,686,300.00 against Defendants, jointly and severally.

23. Thus, Judgment is hereby entered against Defendants, jointly and severally, for civil penalties pursuant to Sections 501.2075 and 501.2077, Florida Statutes, in the amount of \$2,686,300.00 (the "Penalty Amount"), for which let execution issue forthwith. The Penalty Amount shall be paid by wire transfer, certified funds or cashier's checks, payable to the **Department of Legal Affairs Revolving Trust Fund** c/o Office of the Attorney General, Consumer Protection Division, 3507 East Frontage Road, Suite 325, Tampa, Florida 33607. Defendants agree that the Penalty Amount represents a civil penalty owed to the State of Florida, is not compensation for actual pecuniary loss, and, therefore is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

24. Section 501.2105, Florida Statutes, provides that the prevailing party may recover fees and costs from the non-prevailing party. *Humane Society of*

Broward County v. the Florida Humane Society, 951 So. 2d 966, 969 (Fla. 4th DCA 2007); *Smith v. Bilgin*, 534 So. 2d 852, 854 (Fla. 1st DCA 1998). The parties stipulate and agree that the Department is entitled to payment of its attorneys' fees and costs in the amount of \$115,963.83. ^{RA}~~00~~. In consideration of Defendants' compliance with the permanent injunctive relief and obligations mandated by this Judgment and in the interests of providing consumer restitution, the payment of attorneys' fees (\$114,480.00) is suspended. The parties agree that the ~~\$114,480.00~~ ^{RC} shall be imposed, due, and owing if Defendants violate any term of this Judgment other than the payment provisions contained in Section II(B). Defendants, however, remain jointly and severally liable for and are ordered to pay costs to the Department in the amount of \$1,483.83, which amount shall be paid on or before the date of this Judgment via wire transfer, cashier's check or other certified funds payable to **Department of Legal Affairs Revolving Trust Fund** c/o Office of the Attorney General, Consumer Protection Division, 3507 East Frontage Road, Suite 325, Tampa, Florida 33607 or as otherwise directed by the Department. Accordingly, judgment is hereby entered against Defendants, jointly and severally, for attorneys' fees and costs in the amount of \$1,483.83 (the "Costs Amount"), for which let execution issue forthwith. Defendants agree that the Costs Amount represents an amount owed to the State of Florida as the enforcing authority for its costs, is not compensation for actual pecuniary loss, and, therefore

is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

25. Accordingly, the total judgment hereby entered against Defendants, jointly and severally, is \$4,433,878.83 (“Total Judgment Amount”), for which let execution issue forthwith. This Total Judgment is the sum of the Restitution Amount (\$1,746,095.00), Penalty Amount (\$2,686,300.00), and Costs Amount (\$1,483.83) and shall be paid as specified above.

26. Defendants shall each complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor’s attorney within forty-five (45) days from the date of this Judgment, unless the Total Judgment Amount is satisfied or post-judgment discovery is stayed.

C. COMPLIANCE MONITORING

27. Unless otherwise provided herein, from the Effective Date, any records in the Defendants’ possession or control related to any period of time on or after June 1, 2011, must be retained for a minimum of three (3) years. Defendants shall maintain and make available to the Department’s representative, upon any reasonable written request, all books, records and other documents, except privileged documents. Any such records requested by the Department shall be made available for inspection within five (5) business days of Defendants’ receipt

of the request. Defendants shall honor any request from the Department and make such records available without legal process.

28. For a period of three (3) years from the Effective Date, each Defendant shall notify the Department of the following within ten (10) days of the occurrence of:

a. Any changes in such Defendant's residence, mailing address, and telephone number;

b. Any changes in such Defendant's employment status (including self-employment), and any change in such Defendant's ownership in any business entity. Such notice shall include the name and address of each business that such Defendant is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of such Defendant's duties and responsibilities in connection with the business or employment;

c. Any changes in such Defendant's name or use of any aliases or fictitious names; and

d. Any transfers of assets, of any type and amount, to any other Defendant or third person or entity.

29. Each Defendant shall notify the Department of the filing of a bankruptcy petition by such Defendant within fifteen (15) days of filing.

30. Within seven (7) days of the Effective Date, each Defendant must:
- a. Designate at least one telephone number and email, physical, and postal address as points of contact, which the Department may use to communicate with each Defendant;
 - b. Identify all businesses Defendants own, or directly or indirectly control, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
 - c. Describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales; and
 - d. Describe in detail each Defendant's current employment, whether as an employee, independent contractor, owner, manager, consultant or partner, and describe the nature of such employment including each Defendant's title, role, responsibilities, participation, authority, control, and ownership.

31. For three (3) years from the Effective Date, each Defendant must report any change in the information required to be submitted under Paragraph 30 at least thirty (30) days before the change or as soon as practicable after learning about the change.

32. Defendants must fully cooperate with representatives of the Department by providing truthful and complete information, evidence, and testimony when reasonably requested by the Department for the purpose of determining compliance with this Judgment. Defendant Laping must appear, and Defendant Alumni Research must cause its officers, representatives or agents to appear, for deposition, interview, or hearing that a representative of the Department may reasonably request upon three (3) business days written notice, or other reasonable notice, at such places in Pinellas or Pasco County, Florida and reasonable times as the Department's representative may designate, without the service of a subpoena, except no individual shall be required to appear after noon on a Friday or during the weekend.

33. Commencing on or before May 1, 2017, and on an annual basis thereafter until the Total Judgment set forth in Paragraph 25 is paid in full or for a period of ten (10) years, Defendants shall provide the Department with a complete and accurate Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments. Defendants may comply with this reporting provision by sending an electronic copy of the Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet) to cpenforcement@myfloridalegal.com, or sending a hard copy of the Florida Rule of Civil Procedure Form 1.977 (Fact

Information Sheet) to Office of the Attorney General, c/o Division Director, 3507 East Frontage Road, Suite 325, Tampa, Florida 33607.

D. FUTURE VIOLATIONS

34. Any failure to comply with the terms and conditions of this Judgment, except for the payment provisions contained in Section II(B), is by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject 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 provision of this Judgment has occurred, except for the payment provisions contained in Section II(B), then Defendant(s) who engaged in the violation shall be liable for an additional \$500,000.00 in civil penalties, as well as any additional attorneys' fees and costs, and other relief as may be allowed by law.

E. MISCELLANEOUS PROVISIONS

35. Defendants 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 Judgment.

36. This Judgment is continuing in nature and shall be binding on any and all successors or assigns of Alumni Research.

37. This Judgment is not a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Defendants or any other person or entity. Notwithstanding any other provision of this Judgment, nothing herein shall be construed to impair, compromise or affect any right of any government agency other than the Consumer Protection Division of the Office of the Attorney General for the State of Florida relating to the operative facts at issue in this action.

38. Nothing herein shall affect Defendants' (a) testimonial obligations, or (b) right to take legal or factual positions (including exercising rights under the Fifth Amendment) in defense of litigation or other legal proceedings to which the Department is not a party. This Consent Judgment shall not be considered admissible evidence in any proceeding in any jurisdiction other than to enforce its terms.

39. If any term of this Judgment is to any extent unenforceable, invalid or illegal, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

40. This Court retains jurisdiction of this case to enforce the terms of this Judgment and enter any further Orders as may be necessary to ensure compliance with this Judgment, including by contempt proceedings, civil and/or criminal.

41. The parties jointly participated in the negotiation of the terms articulated in this Judgment, and all parties consulted counsel or had the ability to do so. No provision of this Judgment shall be construed for or against another party on the grounds that one party or another was more heavily involved in the preparation of the Judgment or had control over the provisions included herein. This Judgment is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this Judgment, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this Judgment, the parties have not made any representations or warranties to each other, and neither party's decision to enter into this Judgment is based upon any statements by the other party outside of those in this Judgment.

42. Acceptance of this Judgment by the Department shall be established by the signature of the Deputy Attorney General.

43. This document is signed in anticipation of this Judgment being submitted to the Court for approval, without necessity of hearing, which is hereby WAIVED by all parties. The signatures below indicate the parties' consent and agreement to this Judgment.

ALUMNI RESEARCH, INC.

Agreed to and signed this 20th day of January 2016, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I affirm that I am acting in my capacity and within my authority as CEO of ALUMNI RESEARCH, INC., and that, by my signature, I am binding ALUMNI RESEARCH, INC., to the terms and conditions of this Consent Final Judgment and Order for Permanent Injunction.

By: *Robert Laping*
Defendant Robert Laping, CEO

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Robert Laping personally appeared as CEO of Alumni Research, Inc. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 20th day of January, 2016.

Subscribed to before me this 20th day of January, 2016.

Thanhya Pham
NOTARY PUBLIC



(print, type, or stamp commissioned Notary Public)

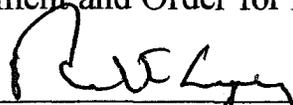
Personally known _____ or Produced Identification *K* (check one)

Type of Identification Produced: *DL FL L152-772-47-268-0*

ROBERT LAPING

Agreed to and signed this 20th day of January, 2016, by the below-stated person who states and affirms as follows:

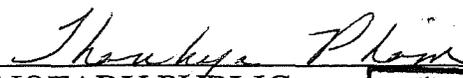
BY MY SIGNATURE, I affirm that my signature below binds me personally and individually to the terms and conditions of this Consent Final Judgment and Order for Permanent Injunction.

By: 
Defendant Robert Laping, individually

STATE OF FLORIDA)
COUNTY OF PASCO)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Robert Laping personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 20th day of January, 2016.

Subscribed to before me this 20th day of January, 2016.


NOTARY PUBLIC 

(print, type, or stamp commissioned Notary Public)

Personally known _____ or Produced Identification K (check one)

Type of Identification Produced: FLDL: L152-772-47-268-0

OFFICE OF THE ATTORNEY GENERAL

By: Amanda Arnold Sansone

Amanda Arnold Sansone
Assistant Attorney General
Jennifer Hayes Pinder
Assistant Attorney General
Office of the Attorney General
Department of Legal Affairs
Consumer Protection Division
3507 E. Frontage Road, Suite 325
Tampa, Florida 33607

Dated: January 25, 2016

By: _____

Patricia A. Conners
Deputy Attorney General
Consumer Protection Division
Department of Legal Affairs
Office of the Attorney General
PL-01, The Capitol
Tallahassee, FL 32399-1050

Dated: _____

OFFICE OF THE ATTORNEY GENERAL

By: *Amanda Arnold Sansone*

Amanda Arnold Sansone
Assistant Attorney General
Jennifer Hayes Pinder
Assistant Attorney General
Office of the Attorney General
Department of Legal Affairs
Consumer Protection Division
3507 E. Frontage Road, Suite 325
Tampa, Florida 33607

Dated: *January 25, 2016*

By: *Pat A C*

Patricia A. Conners
Deputy Attorney General
Consumer Protection Division
Department of Legal Affairs
Office of the Attorney General
PL-01, The Capitol
Tallahassee, FL 32399-1050

Dated: *1/28/16*

SO ORDERED. Approved and Entered in Chambers in Pasco County,

Florida this ____ day of _____, 2016.

By:

Circuit Court Judge

FEB 1 / 2016

Copies furnished to:

Counsel for the Office of the Attorney General, State of Florida

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Counsel for Defendants Alumni Research, Inc., and Robert Laping

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