

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

Case No.: CACE -15-012403

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

Plaintiff,

v.

**FINANCIAL HELP SERVICES, INC., an
Arkansas corporation registered in Florida as a
Foreign Non-Profit Corporation, NATION WIDE
CONSUMER DEBT RELIEF, INC., a Florida
Profit Corporation, and BOBBY R. BLACKMON,
an individual,**

Defendants.

**CONSENT FINAL JUDGMENT AND ORDER FOR
PERMANENT INJUNCTION AGAINST DEFENDANTS
FINANCIAL HELP SERVICES, INC., NATION WIDE CONSUMER DEBT
RELIEF, INC., AND BOBBY R. BLACKMON**

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA** ("ATTORNEY GENERAL" or "DEPARTMENT"), and DEFENDANTS, **FINANCIAL HELP SERVICES, INC., ("FHS"), NATION WIDE CONSUMER DEBT RELIEF, INC., ("NWCDR") and BOBBY R. BLACKMON ("BLACKMON")**(collectively "**CONSENT DEFENDANTS**") by and through their counsel, Michael B. Cohen, have agreed to and consent to the entry of this Consent Final Judgment and Permanent Injunction ("**JUDGMENT**" or "**CONSENT FINAL JUDGMENT**") by the Court.

B.B

Background

WHEREAS, the **ATTORNEY GENERAL** alleges that during the applicable time period, **CONSENT DEFENDANTS** marketed and sold putative debt management and/or credit counseling services that claim to improve consumers' credit by assisting consumers reduce their debt faster than consumers would be able to without **CONSENT DEFENDANTS'** services, as well as provide other benefits to consumers.

WHEREAS, the **ATTORNEY GENERAL** alleges that as part of these purported debt management and/or credit counseling services, **CONSENT DEFENDANTS** claimed to negotiate, typically low or no interest, repayment plans with consumers' creditors and then manage consumers' monthly payments to creditors pursuant to these repayment plans.

WHEREAS, the **ATTORNEY GENERAL** alleges that, despite collecting monthly payments from consumers, the **CONSENT DEFENDANTS** consistently failed to pay consumers' creditors and, at times, failed to even negotiate a repayment plan for their clients.

WHEREAS, the **ATTORNEY GENERAL** alleges that as a result of the **DEFENDANTS'** acts and practices, consumers who engaged **CONSENT DEFENDANTS** to proactively address consumers' credit and debt issues ended up with delinquent accounts, large penalties, interest fees, and negative information on their credit records.

WHEREAS, the **CONSENT DEFENDANTS** enter into this Consent Final Judgment without an admission that **CONSENT DEFENDANTS** violated Florida's Deceptive and Unfair Trade Practices Act, committed acts of civil theft, or otherwise violated any other law and solely for the purpose of resolution of this matter with the **ATTORNEY GENERAL**.

WHEREAS, the ATTORNEY GENERAL and the CONSENT DEFENDANTS have consented to the jurisdiction of this Court, agree that venue is proper in this Court, and further agree and acknowledge that the Court will retain jurisdiction over this matter.

THEREFORE, by express written agreement and consent of ATTORNEY GENERAL and the CONSENT DEFENDANTS ("PARTIES"), the Court hereby ORDERS, ADJUDGES, and DECREES:

Final judgment is hereby entered on the causes of action asserted under the Florida Deceptive and Unfair Trade Practices Act (Counts I, II, and IV) and Paragraph 812.012(1), Fla. Stat., (Count II; Civil Theft) in favor of the Office of the Attorney General, Department of Legal Affairs, State of Florida, 110 SE 6th Street, Fort Lauderdale, Florida 33301 and against **DEFENDANTS FINANCIAL HELP SERVICES, INC., NATION WIDE CONSUMER DEBT REPAIR, INC., and BOBBY R. BLACKMON**, each **DEFENDANTS'** address is 8421 Lakeview Trail, Parkland, Florida 33076-4412 as follows:

I. FINDINGS

A. Jurisdiction and Venue

1. This is an action for injunctive relief, damages, civil penalties, attorney's fees and costs, and any other statutory relief available, pursuant to the FDUTPA, Chapter 501, Part II, Florida Statutes.

2. The complaint arose from an investigation wherein the **ATTORNEY GENERAL**, an agency of the state and the enforcing authority under the FDUTPA, determined that an enforcement action served the public interest. The **ATTORNEY GENERAL** had full authority to bring this action.

3. Only for the purpose of this action, the **CONSENT DEFENDANTS** admit the facts necessary to establish jurisdiction.

4. Venue is proper in this Court because the actions at issue took place in more than one county in the State of Florida.

5. This Court has jurisdiction to enter a permanent injunction and final judgment in this matter.

6. **CONSENT DEFENDANT FHS** is a non-profit corporation organized under the laws of Arkansas on or about December 18, 1990. **FHS** applied for authorization to conduct its affairs in Florida on or about November 2, 2012.

7. **CONSENT DEFENDANT NWCDR** is a for-profit corporation organized under the laws of Florida on or about May 10, 2006 with a principal place of business located in Broward County, Florida.

8. **CONSENT DEFENDANT BLACKMON** is an adult male over the age of eighteen and who resides in Broward County, Florida.

9. At all material times, as alleged in the Complaint filed by the **ATTORNEY GENERAL**, but prior to the appointment of the Receiver, **CONSENT DEFENDANT BLACKMON** has been the sole principal of **NWCDR** and beginning in or around 2013, **CONSENT DEFENDANT BLACKMON** became the President of **FHS**. During the applicable time period, **CONSENT DEFENDANT BLACKMON** was the controlling owner or officer of **FHS** and **NWCDR** and essentially controlled and directed the business and operation of **FHS** and **NWCDR**.

10. **CONSENT DEFENDANTS FHS and BLACKMON**, at all relevant times, but prior to the appointment of the Receiver, operated as a credit counseling agency within the definition of §817.801(1) of Florida's Credit Counseling Services Act (Chapter 817 Part IV, §§817.801 – 817.806, Fla. Stat.).

11. **CONSENT DEFENDANTS FHS and BLACKMON**, at all relevant times, but prior to the appointment of the Receiver, advertised, solicited, offered and sold purported credit counseling services within the definition of §817.801(4), Fla. Stat., of the Credit Counseling Act.

12. **CONSENT DEFENDANTS NWCDCR and BLACKMON**, at all relevant times, but prior to the appointment of the Receiver, advertised, solicited, offered and sold purported credit repair services within the definition of § 1679a(3) of the Credit Repair Organizations Act 15 U.S.C. Section 1679-1679j.

13. **CONSENT DEFENDANTS**, at all relevant times, but prior to the appointment of the Receiver, solicited consumers within the definitions of Section 501.203(7), Florida Statutes.

14. **CONSENT DEFENDANTS**, at all relevant times, but prior to the appointment of the Receiver, provided goods or services as defined within Section 501.203(8), Florida Statutes, within the State of Florida and Broward County.

15. **CONSENT DEFENDANTS**, at all times relevant, but prior to the appointment of the Receiver, engaged in trade and commerce in the State of Florida, as defined within Section 501.203(8), Florida Statutes, including but not limited to, Broward County, in that they advertised, solicited, offered, and provided debt management services to Florida and non-Florida consumers.

16. **CONSENT DEFENDANTS**, at all times relevant, but prior to the appointment of the Receiver, conducted business in Florida.

17. The **ATTORNEY GENERAL** alleges that consumers in the State of Florida were actually injured by the unfair and deceptive practices of the **CONSENT DEFENDANTS**.

B. Procedural Background

18. The **ATTORNEY GENERAL** initiated an investigation into allegations that **DEFENDANTS** engaged in acts or practices that were misleading, unfair, deceptive or unconscionable.

19. On July 27, 2015, the **ATTORNEY GENERAL** filed its Complaint against the **DEFENDANTS** alleging direct violations of FDUTPA, per se FDUTPA violations based upon violations of the Credit Counseling Services Act Chapter 817, Part IV, Fla. Stat.; Civil Theft Statute, Section 812.014(1), Fla. Stat.; and the Credit Repair Organizations Act, 15 U.S.C. 1679-179j, and sought the entry of an asset freeze, temporary injunction, and the appointment of a Receiver.

20. On July 29, 2015, the Court issued its Order Granting Plaintiff's Motion for Ex Parte Temporary Injunctive Relief, Asset Freeze, and Appointment of Receiver Without Notice, wherein the Court appointed DANIEL J. STERMER as Receiver of **DEFENDANTS FHS, NWCDR, and BLACKMON ("RECEIVERSHIP ENTITIES")**.

C. Consent to Consent Final Judgment

21. The **PARTIES** hereby consent to the jurisdiction of this Court and to the entry of this Consent Final Judgment.

22. **CONSENT DEFENDANT BLACKMON** expressly acknowledges that he has obtained or had the opportunity to obtain the advice and counsel of an independent counsel of his choosing to assist in the negotiation and preparation of this Judgment. **CONSENT DEFENDANT BLACKMON** has read this Judgment, is aware of its terms, has voluntarily executed it, and acknowledges that to the extent he has waived any rights or defenses by entry into this Judgment, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver. Further, **CONSENT DEFENDANT BLACKMON** acknowledges that this Consent Final Judgment constitutes the entire agreement between the **CONSENT DEFENDANTS** and the State of Florida in this matter.

23. **CONSENT DEFENDANT BLACKMON** states that no promises of any kind or nature whatsoever, other than the written terms of this Consent Final Judgment, were made to induce the **CONSENT DEFENDANTS** into entering into this Consent Final Judgment.

24. 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.

II. ORDER

A. Injunctive Provisions

i. Permanent Ban on Debt Management, Credit Counseling, Credit Repair Services

25. **CONSENT DEFENDANTS** are permanently ENJOINED from:
- a. Engaging in, participating in, or assisting others in the marketing, advertising, selling, promotion, rendering, representing or otherwise offering to consumers debt management services, credit counseling services, credit repair services, and/or any other consumer debt related service provided 1) in the State of Florida

or 2) to Florida residents, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device;

- b. Controlling/having the authority to control, 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 debt management services, credit counseling services, credit repair services, and/or any other consumer debt related service 1) in the State of Florida or 2) that markets, offers or renders such services to Florida residents; and
- c. Training, educating or advising any other person or entity, regarding the marketing, advertising, selling, rendering, promotion, representing, or otherwise offering to consumers debt management services, credit counseling services, credit repair services, and/or any other consumer debt related service provided 1) in the State of Florida or 2) to Florida residents, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device.

26. CONSENT DEFENDANTS shall be permanently ENJOINED from accepting, receiving or otherwise obtaining payment from consumers for debt management services, credit counseling services, credit repair services, and/or any other consumer debt related services provided 1) in the State of Florida or 2) to Florida residents, either directly or indirectly.

ii. Prohibited Business Activities

27. **CONSENT DEFENDANTS**, whether acting directly or through any person, trust, corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promoting, offering for sale, sale, or rendering of any good, service, plan, or program provided 1) in the State of Florida or 2) to Florida residents are hereby restrained and enjoined from:

- a. Violating any provision of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes;
- b. Violating any provision of Florida's Credit Counseling Services Act, (Chapter 817 Part IV, §§817.801 – 817.806, Fla. Stat.);
- c. Violating any provision § 1679a(3) of the Credit Repair Organizations Act 15 U.S.C. Section 1679-1679j;
- d. Affecting 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; and
- e. Transferring or conveying assets of any type (whether monetary, personal property, real property or otherwise) to any other third person or entity as a means to avoid enforcement of this Judgment or payment of any amounts due pursuant to this Judgment.

28. Further, **CONSENT DEFENDANTS FHS and NWCDR** in any and all forms shall dissolve their legal status and cease conducting business forever.

iii. Prohibition of Collecting Accounts

29. **CONSENT DEFENDANTS** and their Representatives, whether acting directly or through any trust, corporation, subsidiary, division, or other device, are hereby permanently restrained and enjoined from attempting to collect, collecting, or assigning any right to collect payment from any consumer who purchased or agreed to purchase any of **CONSENT DEFENDANTS'** goods or services, where the purported authorization for the alleged sale occurred prior to the entry of this Judgment.

iv. Prohibitions on Using Customer Information

30. **CONSENT DEFENDANTS** are permanently restrained and enjoined from disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), of any person which was obtained by any **CONSENT DEFENDANT** prior to entry of this Consent Judgment in connection with advertising, marketing, promotion, offering for sale or sale of any debt management services, credit counseling services, credit repair services, and/or any other consumer debt related service, or any good or service advertised, marketed, promoted, offered for sale or sold unless such disclosure is requested or permitted in writing by a governmental agency.

B. Monetary Terms

31. Judgment is hereby entered in favor of the **ATTORNEY GENERAL**, whose address 110. S.E. 6th Street, 10th Floor, Fort Lauderdale, Florida 33301, and against the **DEFENDANTS**, jointly and severally, in the total sum of Seven Million Seven Hundred and

Seventy Five Thousand Five Hundred and Eighty-Eight Dollars and no cents (\$7,775,588.00) ("Judgment Amount"), subject to the suspension of collection provisions below.

i. Consumer Restitution

32. FDUTPA authorizes reimbursement to consumers who have been damaged by deceptive trade practices. Section 501.207(3), 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).

33. Judgment is entered against the **CONSENT DEFENDANTS**, jointly and severally, for consumer restitution in the total amount of Six Hundred Sixty-Three Thousand Five Hundred Eighty Eight Dollars and no cents (\$663,588.00) ("Restitution Amount") for which let execution issue forthwith.

34. The Restitution Amount shall be paid by wire transfer, certified funds or cashier's check, payable to the Department of Legal Affairs Escrow Fund, c/o Assistant Attorney General Kristen Pesicek, 100 SE 6th Street, Fort Lauderdale, Florida 33301. Upon receipt, the funds shall be deposited into the Department of Legal Affairs Escrow Fund, in accordance with Section 501.2101(1), Florida Statutes. In the event actual restitution claims for future complainants exceeds the Restitution Amount, then the Restitution Amount will be distributed pro-rata to the complainants determined by the **ATTORNEY GENERAL** to be eligible for restitution. 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 **ATTORNEY**

GENERAL 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 Consent Judgment.

35. Should judgment be entered against any other party(ies) for the acts and practices in this matter, the **ATTORNEY GENERAL** shall credit towards the Restitution Amount any payments received from such other party(ies) pursuant to any judgment for consumer restitution entered against such party(ies) in this matter.

ii. Civil Penalties

36. Judgment is hereby entered against **CONSENT DEFENDANTS FHS, NWCDR, and BLACKMON** jointly and severally, for total civil penalties in the amount of Seven Million Dollars (\$7,000,000.00) ("Civil Penalty Amount") for which let execution issue forthwith. The Civil Penalty Amount shall be paid by wire transfer, certified funds or cashier's checks, and made payable to the Department of Legal Affairs Revolving Trust Fund.

37. As to **CONSENT DEFENDANT BLACKMON** only, the **ATTORNEY GENERAL** shall suspend any collection efforts pertaining to the Civil Penalty Amount pursuant to the suspension of collection provisions below.

38. The **CONSENT DEFENDANTS** agree that the Civil 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).

iii. Attorneys' Fees and Costs

39. Section 501.2105 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 One Hundred and Twelve Thousand Dollars and No Cents (\$112,000.00).

40. Judgment is hereby entered against the DEFENDANTS FHS, NWCDR, and BLACKMON, jointly and severally, for attorneys' fees and costs in the amount of One Hundred and Twelve Thousand Dollars and No Cents (\$112,000.00) ("the "Fees Amount") for which let execution issue forthwith. The Fees Amount shall be paid by wire transfer, certified funds or cashier's checks, and made payable to the Department of Legal Affairs Revolving Trust Fund.

iv. Suspension of Collection Provisions

41. CONSENT DEFENDANT BLACKMON admits that he is liable for the full Judgment Amount (\$7,775,588.00) subject to the suspension provisions of this part.

42. Upon receipt by the Department of a) the Restitution Amount in the sum of Six Hundred Sixty-Three Thousand Five Hundred Eighty-Eight Dollars and no cents (\$663,588.00), paid voluntarily and/or through wage garnishment by or on behalf of CONSENT DEFENDANT BLACKMON, b) of the Fee Amount of One Hundred and Twelve Thousand Dollars and no cents (\$112,000.00), paid voluntarily and/or through wage garnishment by or on behalf of CONSENT DEFENDANT BLACKMON, and c) Eight Hundred Eighty Eight

Thousand Dollars and no cents (\$888,000.00) ("Partial Civil Penalty Amount") paid voluntarily and/or through wage garnishment by or on behalf of **CONSENT DEFENDANT BLACKMON**, the Department shall suspend any collection efforts pertaining to Six Million One Hundred and Twelve Thousand Dollars and no cents (\$6,112,000.00) of the Civil Penalty Amount.

43. **CONSENT DEFENDANT BLACKMON** and the **ATTORNEY GENERAL** stipulate that the Department's agreement to the above amounts for consumer restitution, civil penalties and fees, and to the partial suspension of collection efforts is expressly premised upon:

- a. **CONSENT DEFENDANT BLACKMON's** compliance with this Final Consent Judgment's Injunctive Terms;
- b. **CONSENT DEFENDANT BLACKMON's** stipulation that **CONSENT DEFENDANT BLACKMON'S** Financial Disclosures provide the basis for the monetary judgment stated above and that the Financial Disclosures are truthful, accurate, and complete;
- c. **CONSENT DEFENDANT BLACKMON's** submission of an executed Waiver of Garnishment Exemption prior to or upon execution of this Judgment. Pursuant to section 222.11, Florida Statutes, and **CONSENT DEFENDANT BLACKMON's** executed Waiver of Garnishment Exemption, **CONSENT DEFENDANT BLACKMON** waives any claim of exemption from garnishment in any garnishment proceeding initiated to collect monies due under this Judgment. Further, **CONSENT DEFENDANT BLACKMON** shall be liable to the Department for reasonable attorney's fees and costs in any garnishment

proceeding initiated to collect monies due under this Judgment, in which assets owed to **CONSENT DEFENDANT BLACKMON** are garnished; and

d. **CONSENT DEFENDANT BLACKMON's** stipulation, and compliance with said stipulation, that he will not conceal or transfer or convey assets of any type (whether monetary, personal property, real property or otherwise) to any other third person or entity as a means to avoid enforcement of this Judgment or payment of any amounts due pursuant to this Judgment.

44. In the event that a) full payment is not received by the State, b) **CONSENT DEFENDANT BLACKMON** takes any action to prevent or evade the State's efforts to garnish his wages or c) if **CONSENT DEFENDANT BLACKMON** files bankruptcy within 91 days after making any payment pursuant to this Judgment, **CONSENT DEFENDANT BLACKMON** shall remain liable for the full unpaid balance of the **ATTORNEY GENERAL'S** claim. That amount may be asserted by the **ATTORNEY GENERAL** in any subsequent proceeding to enforce this Consent Judgment, whether through execution, garnishment, or other legal proceedings, or through a proof of claim in any bankruptcy proceeding filed by **CONSENT DEFENDANT BLACKMON**.

45. If, upon motion by the Department, the Court finds that **CONSENT DEFENDANT BLACKMON** has failed to comply with any term of this Judgment including, but not limited to the injunctive provisions and/or failed to disclose any asset, misstated the value of any asset, made any other misstatement or omission in the Financial Disclosures identified above, or failed to comply with the garnishment provisions of this Judgment, the Court shall enter a modified judgment holding **CONSENT DEFENDANT BLACKMON** liable to the **ATTORNEY**

GENERAL for the Full Judgment Amount (\$7,775,588.00). Upon such reinstatement of the Full Judgment Amount, the Court shall make an express determination that the judgment shall become immediately due and payable by **CONSENT DEFENDANT BLACKMON**, and the **ATTORNEY GENERAL** shall be entitled to interest computed from the day of entry of this Judgment at the rate prescribed under Florida Statutes Section 55.03, as amended, on the unpaid balance.

v. Surrender and Sale of Assets

46. Effective upon the entry of this Judgment, **CONSENT DEFENDANTS** surrender to the Department all control, title, dominion, and interest in the frozen funds identified below, pursuant to the Order Granting Temporary Injunction and Asset Freeze Without Notice (the "Injunction Order") dated July 29, 2015, which funds shall be credited towards payment of the Restitution Amount:

- a. Regions Bank ***386: \$28.00
- b. Regions Bank ***923: \$698.00
- c. Regions Bank ***931: \$2,090.00
- d. Regions Bank ***877: \$100.00
- e. Regions Bank ***437: \$4,267.00
- f. BB&T ***467: \$78.33
- g. BB&T ***137: \$28.87
- h. BB&T ***145: \$8,756.02

47. To effect the surrender of the funds identified in Paragraph 46, the Court directs that the entity(ies) holding the funds or their successors shall, immediately upon receiving notice of

this Judgment, remit the funds to the Department by certified check(s) or other guaranteed funds payable to the Department of Legal Affairs Escrow Fund, or by wire transfer in accordance with directions provided by counsel for the Department. To the extent any identified third party cannot comply with this Paragraph without the assistance of **CONSENT DEFENDANTS**, such party must, within three (3) business days of receiving this Judgment, notify such Defendant(s) and counsel for the Department of its inability to comply. Such notification shall specify the actions by such Defendant(s) that are necessary to comply with this Judgment. **CONSENT DEFENDANTS** shall immediately complete any action necessary to facilitate the identified third party's ability to timely comply with this Subsection, and the failure of such Defendant(s) to complete such action within ten (10) days shall be deemed a violation of the Judgment and interest at the rate prescribed in the Florida statutes shall immediately begin to accrue.

48. **CONSENT DEFENDANTS** relinquish all dominion, control, and title to the assets surrendered or paid to the fullest extent permitted by law. **CONSENT DEFENDANTS** shall make no claim to or demand return of these assets, directly or indirectly, through counsel or otherwise.

49. The **PARTIES** stipulate that the **ATTORNEY GENERAL** shall credit toward the Restitution Amount all funds paid to Consolidated Credit Counseling Services, Inc. pursuant to the Client Transfer Agreement dated August 24, 2015 by and between Consolidated Credit Counseling Services, Inc. and Financial Help Services, Inc.

50. Defendant Blackmon shall be permitted to sell the vehicles/vessels frozen by the Injunction Order, and listed below, with net proceeds (if any) utilized towards payment of the Restitution Amount which vehicles/vessels are hereby released by this Judgment for the sole

purpose of sale and the application of Defendant Blackmon's interest in any and all sale proceeds to the Department of Legal Affairs Escrow Fund.

- a. 1998 27' Open Motorboat Hull Number: PLCSJ033E898;
- b. 2014 Low Speed Vehicle (Golf Cart); VIN: FLA69799;
- c. 2014 Ford F350; VIN: 1FT8W3BT6EEA89237; and
- d. 2013 Infiniti JX35; VIN: 5N1AL0MN0DC312658.

Defendant Blackmon shall be permitted one vehicle for personal ownership and/or use.

vi. Additional Monetary Terms

51. **CONSENT 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 **ATTORNEY GENERAL**, within 45 days from the Effective Date, unless the Judgment is satisfied or post-judgment discovery is stayed.

D. Future Violations

52. Any failure to comply with the terms and conditions of this Judgment is by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject **CONSENT 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, any sanction or payment provided by this Judgment does not preclude the Department of Legal Affairs from pursuing any other action, relief, or sanction available to the Department for any act which, independent of this judgment, would constitute a violation of the laws of Florida.

E. Scope of Consent Final Judgment

53. This Judgment is continuing in nature and shall be binding on any and all successors and/or assigns of **CONSENT DEFENDANTS**.

54. Should this Judgment be modified pursuant to this Section, this Judgment, in all other respects, shall remain in full force and effect unless otherwise ordered by the Court.

55. 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.

56. This Judgment is not intended to confer upon any person any rights or remedies as a third party beneficiary. This Judgment is not intended to create a private right of action on the part of any person or entity other than the parties hereto.

57. 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 **CONSENT DEFENDANTS** or any other person or entity.

58. Notwithstanding any other provision of this Judgment, nothing herein shall be construed to impair, compromise or affect any right of any other governmental agency other than the **ATTORNEY GENERAL** relating to the operative facts at issue in this action.

59. **CONSENT DEFENDANTS** acknowledge and agree that (i) any proceedings instituted under this Section would be in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings that the **ATTORNEY**

GENERAL or any other state or federal agency may initiate to enforce this Judgment; and (ii) all money paid to satisfy the judgment is irrevocably paid for the purpose of settlement between the parties.

60. Nothing herein shall affect **CONSENT DEFENDANTS'** (i) testimonial obligations, or (ii) right to take legal or factual position in defense of litigation or other legal proceedings to which the **ATTORNEY GENERAL** is not a party.

F. General and Administrative Provisions

61. This Court shall retain jurisdiction over this matter for the purposes of (a) enabling the **ATTORNEY GENERAL** to apply, at any time, for enforcement of any provision of this Judgment and for sanctions or other punishment for any violation of this Judgment, including by contempt proceedings, civil and/or criminal; and (b) enabling the **ATTORNEY GENERAL** to apply, upon giving 30 days written notice to all other parties, for such further orders and directions as might be necessary or appropriate either for the construction or carrying out of this Judgment or for the modification or termination of any of the injunctive provisions of this Judgment.

62. **CONSENT DEFENDANTS** shall, in connection with this action or any subsequent investigation related to or associated with the transaction or the occurrences that are the subject of the **ATTORNEY GENERAL's** Complaint, cooperate in good faith with the **ATTORNEY GENERAL**, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the **ATTORNEY GENERAL**. If requested in writing by the **ATTORNEY GENERAL**, **CONSENT DEFENDANTBLACKMON** shall appear and provide truthful testimony in any civil trial, civil

deposition, or other civil proceeding related to or associated with the transactions or the occurrences that are the subject of the Complaint, without the service of a subpoena.

63. The signatures below indicate the Parties' consent and agreement to this Consent Final Judgment.

64. Acceptance of this Judgment by the **ATTORNEY GENERAL** shall be established by the signature of the Deputy Attorney General.

SIGNATURE PAGES FOLLOW

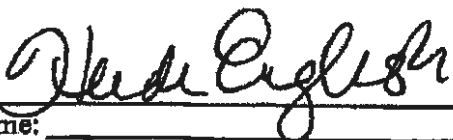
AGREED TO BY:
FINANCIAL HELP SERVICES, INC.

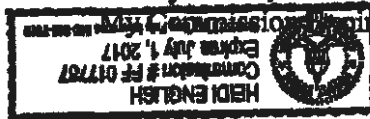
Signed: 
BOBBY R. BLACKMON
PRESIDENT, FINANCIAL HELP SERVICES, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, a Notary Public in and for said County and State, on this 11 day of December 2015, personally appeared **BOBBY R. BLACKMON**, of **FINANCIAL HELP SERVICES, INC.**, who is personally known to me or has produced FLDL#B425-016-75-126-0 as identification.

(SEAL)

Signed: 
Print Name: _____
Notary Public, State of Florida at Large



NATION WIDE CONSUMER DEBT RELIEF, INC.

Signed:


BOBBY R. BLACKMON
PRESIDENT, NATION WIDE CONSUMER DEBT RELIEF, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, a Notary Public in and for said County and State, on this 11 day of

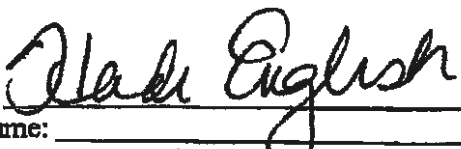
December 2015, personally appeared BOBBY R. BLACKMON, of NATION WIDE

CONSUMER DEBT RELIEF, INC., who is personally known to me or has produced

FL DL# B425-076-75-126-0 as identification.

(SEAL)



Signed: 
Print Name: _____
Notary Public, State of Florida at Large
My Commission Expires: _____

b. h.

BOBBY BLACKMON

Agreed to and signed this 11 day of Dec., 2015, 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 Final Consent Judgment.

By: [Signature]
BOBBY R. BLACKMON, Individually

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, a Notary Public in and for said County and State, on this 11 day of December 2015, personally appeared **BOBBY R. BLACKMON**, who is personally known to me or has produced FL DL# B425-076-75-126-0 as identification.

Signed: [Signature]
Print Name: _____
Notary Public, State of Florida at Large
My Commission Expires: _____




COUNSEL TO DEFENDANTS BLACKMON, FINANCIAL HELP SERVICES, INC., AND NATION WIDE CONSUMER DEBT RELIEF, INC.

[Signature]
Michael B. Cohen, Esq., Fla. Bar No: 210196
6400 N Andrews Ave, #505
Fort Lauderdale, FL 33309
Phone: 954.928.0059
Date: Dec 11, 2015.

[Signature]
Initials

OFFICE OF THE ATTORNEY GENERAL,

**DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA**



Dated: 12/11/15

KRISTEN PESICEK
Fla. Bar. No. 109212
Assistant Attorney General
Office of the Attorney General,
Department of Legal Affairs
Consumer Protection Division
110 S.E. 6th Street
Fort Lauderdale, FL 33301
(954) 712-4600
Kristen.Pesicek@myfloridalegal.com



Dated: 12/22/15

PATRICIA A. CONNERS
Deputy Attorney General
Department Of Legal Affairs
Office of the Attorney General
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

SO ORDERED. Approved and Entered in Chambers in Broward County, Florida this ____ day
of _____ ~~2015~~

TRUE COPY

JAN 06 2016

The Honorable Carlos Augusto Rodriguez
Circuit Court Judge **CARLOS A. RODRIGUEZ**

Copies to:
AAG Kristen Pesicek
Michael B. Cohen, Esq.

WAIVER OF GARNISHMENT EXEMPTION PURSUANT TO SECTION 222.11, FLORIDA STATUTES

This waiver applies to any garnishment proceeding initiated to collect monies due under the attached **CONSENT FINAL JUDGMENT AND ORDER FOR PERMANENT INJUNCTION AGAINST DEFENDANTS FINANCIAL HELP SERVICES, INC., NATION WIDE CONSUMER DEBT RELIEF, INC., AND BOBBY R. BLACKMON** entered into by Bobby R. Blackmon and the State of Florida, Office of the Attorney General.

IF YOU, **BOBBY R. BLACKMON**, PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM GARNISHMENT.




Bobby R. Blackmon

12/11/15

Date

I have fully explained this document to Bobby R. Blackmon.



Michael Cohen, Esq.
Fla. Bar No: 210196

12/11/15

Date

STATE OF
COUNTY OF

BEFORE ME, an officer duly authorized to take acknowledgments in the State of FL, personally appeared Bobby Blackmon and acknowledged before me that he/she executed the foregoing instrument for the purposes therein stated, on this 11 day of December, 2015.

Sworn to and subscribed before me this 11 day of December, 2015.



NOTARY PUBLIC

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

Personally known _____ or Produced Identification (check one)

Type of Identification Produced:

FL DL# B425-07675-126-0