

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

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

CASE NO: 13-000356 CI
DIVISION: 21

Plaintiff,

v.

**JAY & J ENTERPRISES, INC.,
d/b/a AMERICAN LAND LIQUIDATORS,
a Florida for-profit corporation,**

Defendant.

**CONSENT FINAL JUDGMENT
AND STIPULATED PERMANENT INJUNCTION**

Pursuant to the stipulation for Consent Final Judgment and Permanent Injunction executed below by Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS** (“Attorney General”), by counsel, and Defendant **JAY & J ENTERPRISES, INC., d/b/a AMERICAN LAND LIQUIDATORS** (“Jay & J”), a Florida for-profit corporation, by and through the undersigned, and the Court having reviewed the Consent Final Judgment and Stipulated Permanent Injunction and upon consideration of the papers filed and consent of the parties hereto, it is hereby **ORDERED** and **ADJUDGED**:

I. JURISDICTION

The parties agree that this Court has subject matter jurisdiction over this matter, jurisdiction over the parties and agree to the continuing jurisdiction of this Court over this matter

and the parties. The Attorney General filed a Complaint for Injunctive Relief, Damages, Civil Penalties and Other Statutory Relief ("the Complaint") against Defendant pursuant to Chapter 501, Part II, Florida Statutes, the Deceptive and Unfair Trade Practices Act. The Complaint filed in this matter states claims upon which relief may be granted under the provisions of Chapter 501, Part II, Florida Statutes (2009).

II. GENERAL PROVISIONS

2.1 **Agreement.** Plaintiff, by counsel, and Defendant and have agreed on a basis for settlement of the matters alleged in the Complaint. The parties agree to entry of this Consent Final Judgment and Stipulated Permanent Injunction ("Judgment") without the need for trial, discovery in this action, or adjudication of any issue of law or fact, and waive entry of findings of fact and conclusions of law, and any hearing on the entry of this Judgment. Defendant has entered into this Judgment freely and without coercion and without admitting any violation of the law. Defendant further acknowledges that the provisions of this Judgment have been read and it is able to abide by them. Defendant further acknowledges that a violation of this Judgment may result in relief pursuant to Chapter 501, Part II, Florida Statutes, and other relief as appropriate, including adjudication for contempt of Court.

2.2 **Waiver/Release.** The Attorney General and the Defendant waive all rights to seek appellate review, rehearing or otherwise challenge or contest the validity of this Judgment. Defendant further waives and releases any and all claims it may have against the Attorney General, its employees, representatives or agents with respect to this action and Judgment.

2.3 **Preservation of Law Enforcement Action.** Nothing herein precludes the Attorney General from enforcing the provisions of this Judgment, or from pursuing any law enforcement

action with respect to the acts or practices of the Defendant not covered by this Judgment, or any acts or practices of the Defendant conducted after the entry of this Judgment.

2.4 Compliance with Law. Nothing herein relieves the Defendant of its duty to comply with applicable laws of the State and all federal or local laws, regulations, ordinances and codes, nor constitutes authorization by the Attorney General for the Defendant to engage in acts and practices prohibited by such laws.

2.5 Non-Approval of Conduct. Nothing herein constitutes approval by the Attorney General of the Defendant's past or future practices. The Defendant shall not make any representation to the contrary regarding this Judgment or use the name of the Office of the Attorney General, State of Florida, Department of Legal Affairs or any of its current or former employees or representatives in connection with any advertisement, promotion or sale of products or services, or as an endorsement or approval of Defendant's acts, practices or conduct of business.

2.6 Preservation of Private Claims and Other Law Enforcement Action. Nothing herein shall be construed as a waiver or release of any private rights, causes of action or remedies of any person against the Defendant with respect to the acts and practices covered by this Judgment. Nothing herein shall be construed to limit or bar any other governmental entity, or any other unit of the Attorney General's office, from pursuing other available remedies against Defendant for violation of laws other than Chapter 501, Part II, Florida Statutes.

2.7 Use of Settlement as Defense. Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address conduct of the Defendant occurring after the entry of this Judgment that the Attorney General believes to be in violation of the law.

The fact that such conduct was not expressly prohibited by the terms of this Judgment shall not be a defense to any such enforcement action.

2.8 No Bond Required. Pursuant to § 60.08, Florida Statutes, the Attorney General is not required to post a bond to obtain permanent injunctive relief under § 501.207, Florida Statutes.

2.9 Surety Bond(s) or Letter(s) of Credit. Nothing herein constitutes an objection to the parties' agreement that restitution, attorneys' fees and costs may be paid from any surety bond(s) held by or letters of credit on file with the Department of Agriculture and Consumer Services.

III. PERMANENT INJUNCTIVE RELIEF

3.1 Prohibited Acts. Defendant, and any person acting under the actual direction or control of Defendant and those persons and entities in active concert or participation with Defendant, are hereby permanently restrained and enjoined from directly or indirectly making or assisting others in making, expressly or by implication, any false or misleading oral or written statement or representation in connection with the marketing, advertising, promoting, offering for sale, selling or reselling or providing of any products or services in any trade or commerce, specifically including interests in the sale of undeveloped real estate and are permanently restrained, enjoined and prohibited, as follows, from directly or indirectly:

A. Conducting any business relating to marketing, advertising, promoting, offering for sale, selling or providing of any undeveloped real estate resale-related product or service within the state of Florida after entry of this Judgment. Defendant has voluntarily ceased business operations relating to marketing, advertising, promoting, offering for sale, selling or providing any undeveloped real estate resale products or services and specifically agrees to refrain from conducting such business or businesses.

B. Assisting others engaged in marketing, advertising, and promoting, offering for sale, selling or providing any undeveloped real estate resale-related products or services within the state of Florida after entry of this Judgment.

C. Soliciting by telephone any customer listed on the national "Do Not Call" list or listed on the Florida "Do Not Call" list.

D. Collecting or attempting to collect payment for services without the "Express Verifiable Authorization" of the customer, if the transaction involves telemarketing.

E. Making any false or misleading representations to induce any person to pay for goods and services.

F. Misrepresenting, directly or by implication, any material aspect of the performance, efficacy, nature or central characteristics of goods and services that are the subject of a sales offer.

G. Misrepresenting, directly or by implication, any material aspect of the nature or terms of any refund, cancellation, exchange or repurchase policies.

H. Representing, directly or by implication, Defendant's affiliation with, or endorsement by, a third-party organization.

I. Causing any withdrawal, assessment of a fee or payment to be made against any customer account or otherwise causing collection of, or attempts to collect payment, directly or indirectly, from Defendant's customer, for any order for any product or service offered or provided to consumers by Defendant, or by any entity owned or controlled directly or indirectly by Defendant, where the purported authorization for such order occurred prior to the effective date of this Judgment.

J. Selling, renting, leasing, transferring or otherwise disclosing the name, address, telephone number, Social Security number, account number, e-mail address or other financial or identifying information of any customer or person about whom the Defendant obtained such information in connection with the undeveloped real estate or resale activities alleged in the Complaint prior to the entry of this Judgment.

K. Forming a business or organizational identity or association with another person or entity as a method of avoiding the terms and conditions of injunctive relief.

3.2 Required Acts. For five (5) years after the entry of this Judgment, Defendant will make the substantive provisions of this Judgment known to any persons engaged in such business including, but not limited to, officers, directors, owners, managers, partners, employees, agents, independent contractors, successors and assigns of Defendant's business.

3.3 Definitions.

A. "Misrepresent" means to Represent (as defined herein) directly or indirectly, including through omission, in a false, incorrect or misleading manner.

B. "Represent" means to state, or to imply through statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or through any other manner or means by which meaning might be conveyed. For purposes of this Judgment, this definition applies to other forms of the word "Represent," including without limitation "Representation."

IV. MONETARY RELIEF

4.1 Defendant shall pay restitution to Defendant's customers in amounts totaling Nineteen Thousand Two Hundred Thirty-Seven Dollars and Twenty Cents (\$19,237.20). (See attachment to the Complaint filed in the above-styled action).

4.2 Defendant shall pay Fifty Thousand Dollars (\$50,000.00) to the Attorney General as attorneys' fees and costs, in accordance with the provisions of subparagraphs A. and B. of this paragraph and paragraph 4.3 of this section and specifically subject to the right to reopen pursuant to 5.2 of section V. herein:

A. Within ten (10) business days after the date this Judgment is entered, Defendant shall pay Twenty-Five Thousand Dollars (\$25,000.00) to the Attorney General; and

B. Within ninety (90) days after the date this Judgment is entered as provided in this paragraph, Defendant shall pay the remaining Twenty-Five Thousand Dollars (\$25,000.00) to the Attorney General. Time is of the essence in all payments pursuant to this Agreement.

4.3 Payments shall be made by cashier's check made payable to the Department of Legal Affairs Revolving Trust Fund and shall be delivered to Robert J. Follis or such other Assistant Attorney General designated, at 3507 E. Frontage Road, Suite 325, Tampa, Florida 33607. Payments for attorneys' fees and costs pursuant to paragraph 4.2 of this Section IV shall

be deposited into the Legal Affairs Revolving Trust Fund, pursuant to § 501.2101, Florida Statutes.

4.4 Any other payment for penalties, should such judgment be entered pursuant to Section V., shall be paid pursuant to Court Order or within five (5) business days after the date such judgment is entered and shall be delivered as specified in paragraph 4.3 of this Section IV. and deposited into the General Revenue Fund, unallocated, pursuant to § 501.2101, Florida Statutes, provided that any amounts payable under any such judgment entered pursuant to Section V. for attorneys' fees and costs shall be paid as set forth in paragraphs 4.2 and 4.3 of this Section IV.

4.5 Satisfaction of the monetary obligations in this Section IV. shall not relieve any other obligations under other provisions of this Judgment.

V. RIGHT TO REOPEN AS TO MONETARY JUDGMENT

5.1 If, upon motion of the Attorney General and after hearing by the Court, the Court finds that Defendant failed to pay any amount pursuant to the terms provided by Section IV., paragraphs 4.1, or 4.2 of Section IV., or that Defendant failed to disclose any material asset or revenue source or made any other material misrepresentation of Defendant's financial condition to the Attorney General, or that any Defendant failed to comply with the provisions in Section III, the Court may enter judgment against Defendant, in favor of the Attorney General, in an amount up to Fifty Thousand Dollars (\$50,000.00), which shall become immediately due and payable, as civil penalties or, upon motion of the Attorney General, as any element of relief available pursuant to § 501.207, Florida Statutes, less any amount previously paid. Should this Judgment be modified as to the monetary liability of Defendant, in all other respects, this Judgment shall remain in full force and effect, unless otherwise ordered by the Court. In the

event the Attorney General takes action to enforce compliance with any provision of this Judgment, including collection of any sums due under this judgment, the Attorney General shall be entitled to collect from the person or entity against whom such action is taken all reasonable expenses incurred in taking such action, including reasonable attorneys' fees. This remedy shall be in addition to all other remedies provided by law.

5.2 Proceedings to reopen this case instituted under this Section are in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings that the Attorney General may initiate to enforce this Judgment. Defendant does not admit the allegations contained in the Complaint and there has been no adjudication of guilt or wrongdoing with respect to the allegations contained in the Complaint. Solely for purposes of reopening under this Section V., Defendant waives any right to contest any of the allegations set forth in the Complaint filed in this matter.

VI. ACKNOWLEDGMENT OF RECEIPT OF JUDGMENT BY DEFENDANT

Within ten (10) business days after receipt of this Judgment or a conformed copy as entered by the Court, Defendant must submit to the Attorney General a truthful sworn statement acknowledging receipt of the Judgment. Such acknowledgment shall be directed to the address specified in paragraph 4.3 herein.

VII. SEVERABILITY

The provisions of this Judgment are separate and severable and if any provisions are stayed or determined to be invalid, the remaining provisions shall remain in all force and effect.

VIII. RETENTION OF JURISDICTION

This Court shall retain jurisdiction over this matter for all purposes, including construction, modification and enforcement of this Judgment.

IX. DISMISSAL

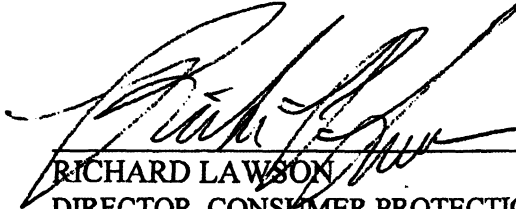
This action is dismissed, subject to reopening for enforcement, modification or construction.

**STIPULATED AND AGREED:
FOR THE OFFICE OF THE ATTORNEY GENERAL**

**PAMELA JO BONDI
ATTORNEY GENERAL**



ROBERT J. FOLLIS
ASSISTANT ATTORNEY GENERAL
Florida Bar No. 0560200
Office of the Attorney General
Department of Legal Affairs
3507 East Frontage Road, Suite 325
Tampa, Florida 33607
(813) 287-7950 (Telephone)
(813) 281-5515 (Facsimile)



RICHARD LAWSON
DIRECTOR, CONSUMER PROTECTION DIVISION
State of Florida
Office of the Attorney General
Department of Legal Affairs
The Capitol
Tallahassee, FL 32399-1050

Accepted this _____ day of _____, 2013.

FOR DEFENDANT

By my signature, I hereby affirm that I am acting in my capacity and within my authority over JAY & J ENTERPRISES, INC., d/b/a AMERICAN LAND LIQUIDATORS and that I have the full authority to bind JAY & J ENTERPRISES, INC., d/b/a AMERICAN LAND LIQUIDATORS to the terms and conditions of this Consent Final Judgment and Stipulated Permanent Injunction.

By my signature, I bind JAY & J ENTERPRISES, INC., d/b/a AMERICAN LAND LIQUIDATORS to this Judgment. I have read the foregoing and fully understand, agree, stipulate to and consent to the provisions set forth above, and specifically:

- 1) admit to the continuing jurisdiction of the Circuit Court of the Sixth Judicial Circuit, in and for Pinellas County, Florida, over the parties and subject matter of this action;
- 2) consent to the entry of a CONSENT FINAL JUDGMENT AND STIPULATED PERMANENT INJUNCTION regarding the claims at issue between the OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, and Defendant JAY & J ENTERPRISES, INC., d/b/a AMERICAN LAND LIQUIDATORS, in the form attached hereto;

3) certify that I have personally read and understand the CONSENT FINAL JUDGMENT AND STIPULATED PERMANENT INJUNCTION, and knowingly and voluntarily enter into this CONSENT FINAL JUDGMENT AND STIPULATED PERMANENT INJUNCTION;

4) waive the entry of findings of fact and conclusions of law;

5) agree that restitution, attorneys' fees and costs may be paid from any surety bond(s) held by or letter(s) of credit on file with the Department of Agriculture and Consumer Services;

6) agree that I had a right to consult counsel of my choice;

7) certify that I am voluntarily executing this CONSENT FINAL JUDGMENT AND STIPULATED PERMANENT INJUNCTION on behalf of JAY & J ENTERPRISES, INC., D/B/A AMERICAN LAND LIQUIDATORS; and

8) understand that any violation of this CONSENT FINAL JUDGMENT AND STIPULATED PERMANENT INJUNCTION may result in Defendant, JAY & J ENTERPRISES, INC., d/b/a AMERICAN LAND LIQUIDATORS being adjudged liable for penalties, sanctions, costs and fees pursuant to Chapter 501, Part II, Florida Statutes, or by being adjudged in contempt of Court either civilly or criminally.

[Handwritten Signature]

Dated this 4 day of Jan, 2013.

JAYSON RODRIGUEZ, as President
JAY & J ENTERPRISES, INC., d/b/a AMERICAN LAND LIQUIDATORS

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was sworn to or affirmed before me this 4 day of January, 2013, by Jayson Rodriguez as the authorized representative of Jay & J Enterprises, Inc., d/b/a American Land Liquidators, on whose behalf this instrument was executed.

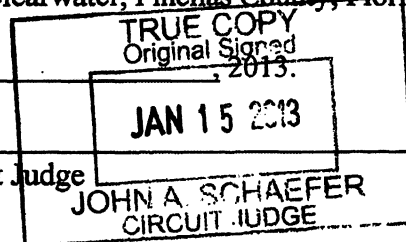
[Handwritten Signature]



Notary Public
Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

ORDERED AND ADJUDGED in chambers at Clearwater, Pinellas County, Florida,

this _____ day of _____



Circuit Court Judge

Conformed copies to:
Robert J. Follis, Esq.
Mr. Jayson Rodriguez