

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

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

Plaintiff,

CASE NO: 12-27152 (13)

vs.

**UNITED STEEL BUILDING, INC.**, a Florida dissolved  
corporation,

**SUPER STEEL BUILDINGS, INC.**, an active Florida  
corporation,

**UNITED STEEL FACTORY, INC.**, a Florida dissolved  
corporation,

**HOWARD ZIMMERMAN**, Individually, and as Officer  
of UNITED STEEL BUILDING, INC., UNITED  
STEEL FACTORY, INC., and SUPER STEEL  
BUILDINGS, INC.,

**WILLIAM G. KNOTE**, Individually, and as Officer of  
UNITED STEEL BUILDING, INC., UNITED  
STEEL FACTORY, INC., and SUPER STEEL  
BUILDINGS, INC.,

**THEODORE KNOTE**, Individually, and as Officer of  
UNITED STEEL BUILDING, INC.,

Defendants.

**STIPULATED CONSENT FINAL JUDGMENT REGARDING UNITED STEEL  
BUILDING, INC., SUPER STEEL BUILDINGS, INC., AND  
UNITED STEEL FACTORY, INC.**

THIS CONSENT FINAL JUDGMENT was entered upon stipulation between Plaintiff,  
OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE  
OF FLORIDA, (hereinafter referred to as the "**ATTORNEY GENERAL**"), located at 1515  
North Flagler Drive, 9<sup>th</sup> Floor, West Palm Beach, FL 33401, and Defendants, UNITED STEEL  
BUILDING, INC., a Florida dissolved corporation, (hereinafter referred to as  
**USB**) SUPER STEEL BUILDINGS, INC., an active Florida corporation, (hereinafter referred

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to as “**SSB**”), and UNITED STEEL FACTORY, INC., a Florida dissolved corporation, (hereinafter referred to as “**USF**”), and collectively referred to as “**DEFENDANTS**.”

All parties have consented in writing to the jurisdiction of this Court and hereby consent to the relief provided by this order.

By express written consent of the aforementioned **Defendants**, this Court does ORDER AND ADJUDGE:

**I. JURISDICTION AND VENUE**

1. This action commenced pursuant to Florida Deceptive and Unfair Trade Practices Act, (hereinafter “FDUTPA”) Chapter 501, Part II, Fla. Statutes.

2. The complaint arose from an investigation wherein the **ATTORNEY GENERAL** determined that an enforcement action served the public interest. The **ATTORNEY GENERAL** had full authority to bring this action.




3. This Court has jurisdiction over the subject matter of this action pursuant to the provisions of FDUTPA

4. The award of injunctive relief and other equitable relief is within the jurisdiction of the Circuit Court and the amounts in controversy meet the jurisdictional threshold of the Circuit Court.

5. Venue is proper in Broward County, Florida.

6. **DEFENDANTS**, at all times which are 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 Palm Beach County.

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**II. SCOPE OF CONSENT JUDGMENT AND RELEASES**

8. The injunctive provisions of this Consent Final Judgment are entered pursuant to Florida's Deceptive and Unfair Trade Practices Act, Chapter 501 Part II, Florida Statutes, relating to the steel building business, for which **DEFENDANTS** would initially take an upfront deposit for a building that was never to be delivered defined in §501.204(1), Florida Statutes.

9. Commencing on a date unknown but subsequent to January 2007, the **DEFENDANTS** solicited, charged and received upfront payments from consumers for steel buildings that Defendants claim were already made. **DEFENDANTS** falsely represented to consumers that a pre-fabricated building was at a warehouse waiting to be shipped, when in actuality no pre-fabricated buildings existed.

10. The **ATTORNEY GENERAL** acknowledges by execution hereof that this Consent Final Judgment constitutes a complete settlement and release of all of the **ATTORNEY GENERAL**'s civil claims against **DEFENDANTS**, which claims were asserted in the Complaint filed in this case. The **ATTORNEY GENERAL** agrees that it shall not proceed with or institute any civil action or proceeding which is inconsistent with the provisions of this Consent Final Judgment.

11. Nothing herein precludes the **ATTORNEY GENERAL** from enforcing the provisions of this Consent Final Judgment, or from pursuing any law enforcement action with respect to the acts or practices of the **DEFENDANTS**, which acts are outside the scope of the release set forth above. In particular, acts conducted after the entry of this Consent Final Judgment are not released and enforcement may arise as a result of such future act.

12. Nothing herein relieves any person or corporation of its duty to comply with all applicable laws nor constitutes authorization by the **ATTORNEY GENERAL** for such person

or corporation to engage in acts and practices prohibited by such laws.

13. Nothing herein constitutes approval by the **ATTORNEY GENERAL** of any person or corporation's past or future business practices.

14. Nothing herein shall be construed as a waiver or compromise of any private rights, causes of action, or remedies of any private person against **DEFENDANTS**, or any other person or corporation, with respect to the acts and practices covered by this Consent Final Judgment.

**III. INJUNCTIVE TERMS**

15. **DEFENDANTS** shall be immediately and permanently enjoined and prohibited from participating or engaging in any steel building business and/or any steel manufacturing business in Florida and throughout the United States. This prohibition includes soliciting funds from consumers pursuant to §501.204(1), Florida Statutes, or acceptance of orders from consumers for the purpose of selling steel structures for either wholesale or retail businesses.

**DEFENDANTS** are permanently and immediately enjoined from any internet sales business that relates to steel manufacturing or delivering.

**IV. MONETARY TERMS**

16. **DEFENDANTS** are therefore jointly and severally liable and are ordered to pay consumer restitution in amount of refunds to all consumers for the amounts set forth on **Exhibit "A"** hereto, the total of which is \$1,598,260.37 ("Restitution Amount"). The Restitution Amount shall be paid to the Department of Legal Affairs within 90 days of the date of this Order, which upon receipt shall be distributed by the Office of the Attorney General to the consumers suffering the losses as reflected in **Exhibit "A"**.

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17. The Court finds that the Office of the Attorney General is entitled to payment of its fees and costs in the amount of \$150,000. The Defendants therefore jointly and severally liable and are ordered to pay attorneys' fees and costs to Plaintiff in the amount of \$150,000 within 90 days of the date of this Judgment. Payment shall be made by cashier's check or other certified funds payable to Department of Legal Affairs Revolving Trust Fund.

#### V. RECORDS

18. From the date of the execution of this Consent Final Judgment by **DEFENDANTS**, all of **DEFENDANTS'** records must be retained for a minimum of two (2) years, to the degree such records exist. **DEFENDANTS** shall maintain and make available to the **ATTORNEY GENERAL'S** representative, upon written request, all books, records and other documents which reflect the implementation of the terms of this Consent Final Judgment and compliance with its terms. Any such records requested by the **ATTORNEY GENERAL** shall be made available for inspection within twenty (20) business days of **DEFENDANTS'S** receipt of the request. The **DEFENDANTS** shall honor any request from the **ATTORNEY GENERAL** to make such records available without legal process.

#### VI. GENERAL AND ADMINISTRATIVE PROVISIONS

19. Jurisdiction is retained for the purpose of enabling any party to this Consent Final Judgment to apply to the Court at any time for such further orders and directions as might be necessary or appropriate for the modification, construction, or implementation of the injunctive provisions of this Consent Final Judgment, or, for the enforcement and punishment of violations of any provisions hereof. The parties by stipulation may agree to a modification of this Consent Final Judgment, which agreement shall be presented to this Court for consideration, provided




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that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both the **ATTORNEY GENERAL** and **DEFENDANTS**.

20. Any party to this Consent Final Judgment may petition the Court for modification on thirty (30) days notice to all other parties to this Consent Final Judgment. If **DEFENDANTS** wish to seek a stipulation for a modification from the **ATTORNEY GENERAL**, it shall send a written request for agreement to such modification to the **ATTORNEY GENERAL** at least thirty (30) days prior to filing a motion with the Court for such modification.

21. If, after the execution of this Consent Final Judgment, the **ATTORNEY GENERAL**, or any agency of the State charged with the administration of its consumer protection statutes, enacts or promulgates legislation, rules, or regulations with respect to the matters governed by this Consent Final Judgment that conflict with any provision of this Consent Final Judgment, including specifically allowing, under certain conditions, that which is prohibited under this Consent Final Judgment, or if the applicable law of the State shall otherwise change so as to conflict with any provision of this Consent Final Judgment, the **ATTORNEY GENERAL** shall not unreasonably withhold consent to the modification of such provision to the extent necessary to eliminate such conflict.

22. Changes in the laws, rules, or regulations, of the State of Florida, with respect to the matters governed by this Consent Final Judgment, shall be deemed to "conflict" with a provision of this Consent Final Judgment if **DEFENDANTS** cannot reasonably comply with both such change in the law, rule, or regulation and an applicable provision of this Consent Final Judgment. Additionally, if **DEFENDANTS** believe that he cannot reasonably comply both with this Consent Final Judgment and with changes in applicable Federal law, rules, or regulation, they may seek modification hereof.

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23. The **ATTORNEY GENERAL** acknowledges that this Consent Final Judgment constitutes a complete settlement and release by the **ATTORNEY GENERAL** as to **DEFENDANTS** with respect to all civil claims and causes of action which were asserted in the Complaint filed in this action.

24. Notwithstanding the foregoing, the **ATTORNEY GENERAL** may institute an action or proceeding to enforce the terms and provisions of this Consent Final Judgment or to take action based on future conduct by the **DEFENDANTS**. **DEFENDANTS** acknowledge that a violation of this Consent Final Judgment will be evidence of a violation of Florida Statute 501, Section II. In the event of a material default of any injunctive provision contained herein, the **ATTORNEY GENERAL** may enforce this Consent Judgment by mechanism of contempt or any other mechanism permissible by law. In addition, if conduct which would constitute a violation of this agreement also constitutes a violation of law, the **ATTORNEY GENERAL** may exercise any other remedies provided by law, in order to fully address said conduct. Nothing herein shall be construed so as to limit the **ATTORNEY GENERAL'S** remedies upon default by the **DEFENDANTS**.

25. The parties jointly participated in the negotiation of the terms which are articulated within this Consent Final Judgment. No provision of this Consent Final Judgment shall be construed for or against either party on the grounds that one party or another was more heavily involved in the preparation of the Consent Final Judgment, or had control over the provisions included.

26. Nothing herein precludes the **ATTORNEY GENERAL** from enforcing the provisions of this Consent Final Judgment, or from pursuing any law enforcement action with respect to the acts or practices of **DEFENDANTS** not covered by this Consent Final Judgment

or any acts or practices conducted after the effective date of this Consent Final Judgment.

27. Nothing in this Consent Final Judgment will be construed to limit the authority of the **ATTORNEY GENERAL** to protect the interests of the State of Florida or the people of the State of Florida. Accordingly, nothing herein relieves **DEFENDANTS** of its continuing duty to comply with applicable laws of the State of Florida nor constitutes authorization by the **ATTORNEY GENERAL** for **DEFENDANTS** to engage in acts and practices prohibited by such laws. This Consent Final Judgment shall be governed by laws of the State of Florida.

28. This Consent Final Judgment shall not be construed as, nor deemed to be evidence of, an admission or concession on the part of **DEFENDANTS** of any liability, guilt, or wrongdoing, which is hereby expressly denied and disclaimed by **DEFENDANTS**.

29. Nothing herein constitutes approval by the **ATTORNEY GENERAL** of the **DEFENDANTS'S** past or future practices. **DEFENDANTS** shall not make any representation contrary to this paragraph.

30. Nothing herein shall be construed to waive, modify, or change any substantive rights of other persons or entities against **DEFENDANTS** with respect to the acts and practices covered by this Consent Final Judgment.

31. This Consent Final Judgment will not be effective until executed by the Division Director, Richard Lawson, or his designee, at the signature line indicated below.

## **VII. FUTURE VIOLATIONS**

32. Notwithstanding any other provision of this Consent Final Judgment, the parties further recognize that future violations of this Consent Final Judgment or of Chapter 501, Part II, Florida Statutes, may subject **DEFENDANTS** or its officers, directors and employees of the



business entity **DEFENDANTS** to any and all civil penalties and sanctions provided by law, including attorney's fees and costs.

33. The Plaintiff shall provide written notice to **DEFENDANTS** if the **ATTORNEY GENERAL** becomes aware of circumstances which could result in a determination by the **ATTORNEY GENERAL** that the **DEFENDANTS** are in violation of its obligations under this Consent Final Judgment. This written notice will be given by either certified mail, or email to defense counsel.




34. Any future violations of this Consent Final Judgment which occur are 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 provided by law, including, but not limited to attorney's fees and costs.

#### **VIII. MISCELLANEOUS PROVISIONS**

35. **DEFENDANTS** shall be responsible for making the substantive terms and conditions of this Consent Final Judgment known to the officers, directors, partners, employees, agents, representatives, licensees, franchisees, independent contractors, successors and assigns, engaged in **DEFENDANTS'** businesses, projects, and activities that are related to the terms and conditions of this Consent Final Judgment.

36. Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person, business, corporation, government or legal entity against the **DEFENDANTS**. Similarly, nothing contained herein shall waive the right of the **DEFENDANTS** to assert any lawful defenses in response to a claim of a consumer.

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

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38. The Court shall retain jurisdiction for the purpose of enforcing compliance or contempt proceedings (civil or criminal) with this Consent Final Judgment.

39. Notwithstanding any other provision of this Consent Decree, nothing herein shall be construed to impair compromise or affect any right of any government agency other than the OFFICE OF THE FLORIDA ATTORNEY GENERAL.

40. This document is signed in anticipation of the Consent Final 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 Consent Final Judgment.

**UNITED STEEL BUILDING, INC.**

By: [Signature]

Title: CEO

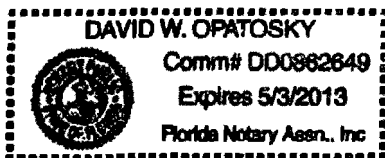
Date: 8-29-12

STATE OF FLORIDA  
COUNTY OF Broward ) SS:

BEFORE ME, a notary public of the State of Florida appeared William Krote, Individually, and as Manager of United Steel Building, who swore under oath that he has the authority to execute this Consent Final Judgment, and who is either (Check One) \_\_\_\_\_ known to me or who  produced the following identification: FEDderslic

[Signature]  
NOTARY PUBLIC

(SEAL)



Initials WK USB  
Initials RSB SSB  
Initials AB USF

**SUPER STEEL BUILDINGS, INC.**

By: [Signature]

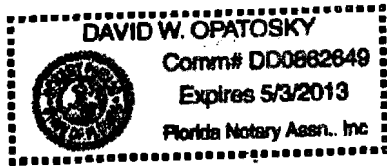
Title: [Signature]

Date: 8-24-12

STATE OF FLORIDA  
COUNTY OF Broward ) SS:

BEFORE ME, a notary public of the State of Florida appeared William Knote Individually,  
and as Manager of Super Steel Buildings, who swore under oath that he has the  
authority to execute this Consent Final Judgment, and who is either (Check One) \_\_\_\_\_  
known to me or who  produced the following identification: FL Drivers Lic

(SEAL)



[Signature]  
NOTARY PUBLIC

**UNITED STEEL FACTORY, INC.**

By: [Signature]

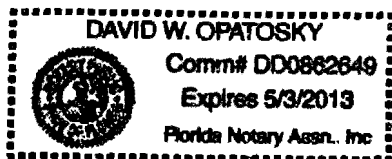
Title: [Signature]

Date: 8-24-12

STATE OF FLORIDA  
COUNTY OF Broward ) SS:

BEFORE ME, a notary public of the State of Florida appeared William Knote Individually,  
and as Manager of United Steel Factory, Inc, who swore under oath that he has the  
authority to execute this Consent Final Judgment, and who is either (Check One) \_\_\_\_\_  
known to me or who  produced the following identification: FL Drivers Lic

(SEAL)



[Signature]  
NOTARY PUBLIC

Initials W USB  
Initials W SSB  
Initials W USF

**ACCEPTANCE BY ATTORNEY GENERAL'S OFFICE**


Signed this 24<sup>th</sup> day of September, 2012.



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Office of the Attorney General  
**SAMANTHA SCHOSBERG FEUER**  
South Florida Bureau Chief  
Assistant Attorney General  
Florida Bar 598542  
1515 North Flagler Drive, Suite 900  
West Palm Beach, Florida, 33401  
(561) 837-5000  
(561) 837-5109 (Telefax)

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Initials	<u>DF</u>	USF

  
\_\_\_\_\_  
INSERT JUDGE'S NAME

Copies furnished to all on Service List:

9/29/12

**SERVICE LIST**

**(State of Florida vs. United Steel Building, Inc., et al.)**

**JEFFREY BERLOWITZ, ESQUIRE**

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