

**IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT,
IN AND FOR DUVAL COUNTY, FLORIDA**

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

v.

ADVANCE LOADING SERVICES, INC.
d/b/a FLORIDA STATE FILING
CORPORATE, a Florida Corporation,
CERTIFICATE FILING SERVICE CO., a
Delaware Corporation, and LEANDRO
RODRIGUEZ, individually,
Defendants.

Case No.: 2018-CA-6222

Division: CV-A

**STIPULATED FINAL CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

The Parties, Office of the Attorney General, State of Florida, Department of Legal Affairs (“the Attorney General”), and Defendants, ADVANCE LOADING SERVICES, INC. d/b/a FLORIDA STATE FILING CORPORATE, CERTIFICATE FILING SERVICE CO., and LEANDRO RODRIGUEZ (collectively “Defendants”), hereby agree and stipulate that (i) this Court has jurisdiction over the parties and the subject matter of this action pursuant to the provisions of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2019) (“FDUTPA”); (ii) venue is proper in this Court in that the actions at issue took place in more than one county in the state of Florida,

including Duval County; and (iii) this Court has jurisdiction to enter a permanent injunction and final judgment in this matter.

Defendants having agreed and stipulated to the entry of this Stipulated Final Consent Judgment and Permanent Injunction (“Judgment”), and the findings of fact set forth below, and the Court having reviewed the file and necessary papers, makes the following findings:

1. The Attorney General is an agency of the State of Florida and an enforcing authority under FDUTPA.

2. Defendant ADVANCE LOADING SERVICES, INC. d/b/a FLORIDA STATE FILING CORPORATE (“FSFC”) was a Florida corporation that was administratively dissolved in September 2016 for failing to file its annual report.

3. CERTIFICATE FILING SERVICE CO. (“CFSC”) is a Delaware corporation formed in 2016.

4. Defendant Leandro Rodriguez (“Rodriguez”) was the owner and president of FSFC, is the current owner and president of CFSC, and resides at 10016 Chesapeake Drive, Fort Myers, FL 33913.

5. During the period covered by the Attorney General’s Complaint, Leandro Rodriguez was the owner and actively controlled and directed the business and operations of FSFC and CFSC.

6. The Attorney General initiated an investigation into allegations that Defendants engaged in acts or practices that were misleading, unfair, deceptive or unconscionable, within the meaning of FDUTPA, resulting in the instant litigation.

7. The Court finds that Defendants violated FDUTPA, and that Defendants' unlawful acts and practices were "willful," within the meaning of section 501.2075, Florida Statutes (2019). The Court finds that Defendants' acts included, but were not limited to, the following:

a. FSFC and CSFC sent documents to new Florida corporations and limited liability companies (LLCs), requesting payments for "Certificates of Status." The solicitations were likely to mislead the recipients to believe that the State of Florida, Department of State, Division of Corporations, required them to send payment in order to complete the process of becoming a corporation or an LLC. In reality, a "Certificate of Status" is not required to become a corporation or LLC in the state of Florida.

b. Between 2014 and 2018, more than 16,800 businesses responded to FSFC's and CFSC's solicitations and purchased certificates of status from Rodriguez, resulting in revenues exceeding \$1.1 million.

8. Defendants enter into this Judgment freely and without coercion. Defendants acknowledge that they have read, understand, and are prepared to abide

by the provisions of this Judgment and have had the opportunity to review the same with counsel of their choosing prior to entry of this Judgment.

9. The Parties stipulate and agree to this Judgment without trial, to settle and resolve all matters in dispute arising from the Complaint to the date of this Judgment.

10. Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Judgment.

11. Defendants waive and release any claims they may have against the Attorney General, her employees, representatives, or agents. Defendants agree that this Judgment does not entitle them to seek attorney's fees.

12. This Judgment is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any proceedings that the Attorney General may initiate to enforce this Judgment.

13. Entry of this Judgment is in the public interest.

14. The injunctive language and the monetary components set forth below apply to Defendants, collectively and individually.

WHEREFORE, based upon the foregoing factual findings, it is hereby ORDERED AND ADJUDGED:

15. Subject to the provisions of Paragraphs 18 through 33, Judgment is hereby entered on the cause of action asserted under FDUTPA in favor of the Attorney General and against Defendants, jointly and severally in the amount of \$1,500,000 for which let execution issue, and for the injunctive relief provided herein.

16. 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.” § 501.202(2), Fla. Stat. (2019). To that end, “reasonable restrictions upon the future activities of any defendant to impede her or him from engaging in or establishing the same type of endeavor” are permitted by FDUTPA, and courts may “order any defendant to divest herself or himself of any interest in any enterprise.” § 501.207(3), Fla. Stat. (2019). 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.

17. The Court hereby permanently enjoins Defendants as well as all officers, agents, servants, employees and those persons in active concert or participation with Defendants who receive actual notice of this Judgment, directly or indirectly, from the following:

a. Mailing documents, marketing, or engaging in any activity that could reasonably be interpreted to be activities of a government agency;

b. Engaging in any activity that involves payments to Defendants in connection with applications for corporate status or for any other service that could reasonably be interpreted to be the activities of a government agency;

c. Sending any solicitation that could reasonably be interpreted to have originated from a government agency;

d. Marketing, soliciting, advertising, selling, providing, mailing documents, or accepting payment for any service that could reasonably be interpreted as being a service provided by a government agency;

e. Engaging directly or indirectly in any act, system, scheme, or plan that could reasonably be interpreted as being a service provided by a government agency;

f. Accepting any income or payment from any person or entity that is engaging in any activity that could reasonably be interpreted as being a service provided by a government agency;

g. Assisting any person in engaging directly or indirectly in any act, system, scheme, or plan to solicit money, payments, revenue, or income of any kind from activities that could reasonably be interpreted as being a service provided by a government agency;

h. Assisting any person in marketing, advertising, selling, providing, soliciting, mailing documents, or accepting payment for any activity that could reasonably be interpreted as being a service provided by a government agency;

i. Making, expressly or by implication, any statement or representation of an affiliation with, endorsement by, or sponsorship by any government entity, including but not limited to the Florida Division of Corporations or the State of Florida;

j. Assisting others in making, expressly or by implication, a representation enumerated in paragraph 17(a)-(i) of this Judgment;

k. Collecting money, revenue, income, or compensation in any form from activities enumerated in paragraph 17(a)-(i) of this Judgment; or

1. Disseminating, or causing to be disseminated, any untrue or misleading advertisements, mailings, or solicitations of any kind in the context of activities enumerated in paragraph 17(a)-(k) of this Judgment.

18. FDUTPA authorizes reimbursement to consumers who have been harmed by deceptive trade practices. § 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).

19. Judgment is hereby entered in favor of the Attorney General and against Defendants, jointly and severally, in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000) ("Restitution Payment") as consumer restitution, plus interest as prescribed under section 55.03, Florida Statutes (2019), for which let execution issue forthwith. The following sums shall be paid and applied against the restitution amount:

a. Defendants shall, within ninety days of entry of this Judgment, pay the total sum of Twenty Thousand Dollars (\$20,000) by wire transfer, certified funds or cashier's checks, payable to the Department of Legal Affairs, and shall be sent c/o: Laura Boeckman, Chief Assistant Attorney General, Consumer Protection

Division, Office of the Attorney General, 1300 Riverplace Blvd., Suite 405, Jacksonville, FL 32207; or as otherwise directed by the Attorney General.

b. Ausley McMullen, P.A., counsel for the Defendants, shall, within sixty (60) days of entry of this Judgment, turn over to the Attorney General the balance of funds remaining, if any, in its client trust account held for Defendants at the conclusion of such time period. Such payment, if any, shall be made by wire transfer, certified funds or cashier's checks, payable to the Department of Legal Affairs, and shall be sent c/o: Laura Boeckman, Chief Assistant Attorney General, Consumer Protection Division, Office of the Attorney General, 1300 Riverplace Blvd., Suite 405, Jacksonville, FL 32207; or as otherwise directed by the Attorney General.

c. Defendants shall surrender to the Attorney General all control, title, dominion, and interest in any and all assets of Defendants frozen pursuant to the September 21, 2018 Order of this Court, including the frozen funds identified below:

<u>Institution</u>	<u>Account</u>	<u>Approximate Balance</u>
Regions Bank	Account No. ending with 5340	\$27,285.83
Fifth Third Bank	Account No. ending with 3376	\$30,300.96

To effect the surrender of the funds identified in Paragraph 19(c), 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 Attorney General by certified check(s) or other guaranteed funds payable to the Department of Legal Affairs, or by wire transfer in accordance with directions provided by counsel for the Attorney General. To the extent the entity(ies) holding the funds cannot comply with this Paragraph without the assistance of Defendants, such party must, within ten (10) business days of receiving this Judgment, notify Defendants and counsel for the Attorney General of its inability to comply. Such notification shall specify the actions by such Defendants and/or the Attorney General that are necessary to comply with this Judgment. The Parties shall immediately complete any action necessary to facilitate the entity(ies) holding the funds ability to timely comply with this Subsection, and the failure of Defendants to complete such action within ten (10) business days shall be deemed a violation of the Judgment. Rodriguez remains personally liable for the full Restitution Payment subject to the suspension provisions herein, and, should the Attorney General be unable to recover the entire amount of the frozen funds reflected above for reason of lack of cooperation by Rodriguez, then Rodriguez shall pay the Attorney General the remaining Restitution Payment within thirty (30) days of entry of this Judgment.

d. Upon the receipt by the Attorney General of the frozen funds described above herein, the asset freeze Order of September 21, 2018 shall be dissolved and of no further effect.

20. Subject to the provisions enumerated in this Judgment, any monetary judgment in excess of the amounts payable as described in paragraph 19(a) through (c), above, shall be suspended upon Defendants' completion of the payments enumerated in paragraph 19(a) through (c), above, and Defendants' compliance with the requirements, injunctions, and conditions of this Judgment. This suspension is based upon the Defendants' inability to pay the full judgment amount as demonstrated by the financial statements and affidavit dated July 29, 2019 provided to the Attorney General and is contingent upon Defendants' full compliance with the terms and conditions of this Judgment. If, upon motion by the Attorney General, the Court finds Defendants failed to comply with any of the material provisions in paragraphs 17 or 19 hereof, or if the financial statements or affidavits submitted by the Defendants are materially false or misleading, then the Court shall reinstate the full judgment for restitution against Defendants jointly and severally, in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000), plus interest computed from the date of entry of this Order, which amount shall become immediately due and payable by the Defendants.

21. The Attorney General shall have sole discretion to determine how the funds of the Restitution Payment are distributed. Any funds not distributed to consumers can be kept by the Attorney General to offset any fees and costs resulting from the present litigation after the Attorney General has made all

diligent efforts to return as much money in the form of restitution to consumers as is feasible.

22. In the event actual restitution for future complainants exceeds the Restitution Payment, then the Restitution Payment will be distributed pro-rata to the complainants determined by the Attorney General to be eligible for restitution. In no event shall any consumers receive more than the amount they are actually owed. If any restitution monies remain after the distribution of the Restitution Payment, the Attorney General may use the remainder to defray the costs of restitution distribution and any attorney's fees and costs incurred in enforcing this Judgment, or as fees and costs associated with ongoing and future enforcement initiatives pursuant to FDUTPA.

23. Anyone who has willfully used a trade practice found to be unlawful under FDUTPA is liable for a civil penalty of up to \$10,000 per violation, or up to \$15,000 per violation when a senior citizen, disabled person, or service member is victimized by such practice. §§ 501.2075 and 501.2077, Fla. Stat. Willful violations occur when the person knew or should have known that the conduct was unfair or deceptive. *Id.* 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). Judgment is hereby entered in favor of the Attorney General and against Defendants, jointly and severally, in the amount of Two

Hundred Fifty Thousand Dollars (\$250,000.00) as civil penalties (“Penalties Payment”) pursuant to section 501.2075, Florida Statutes (2019) plus interest as prescribed under section 55.03, Florida Statutes, for which let execution issue forthwith; provided, however, subject to the provisions enumerated in this Judgment, civil penalties of Two Hundred Fifty Thousand Dollars (\$250,000.00) plus interest shall be suspended upon Defendants’ completion of the payments enumerated in paragraph 19(a) through (c), above, and Defendants’ compliance with the requirements, injunctions, and conditions of this Judgment. This suspension is based upon the Defendants’ inability to pay the full judgment amount as demonstrated by the financial statements and affidavit dated July 29, 2019, provided to the Attorney General and is contingent upon Defendants’ full compliance with the terms and conditions of this Judgment. If, upon motion by the Attorney General, the Court finds Defendants failed to comply with any of the material provisions in paragraphs 17 or 19 hereof, or if the Financial Statements or affidavits submitted by the Defendants are materially false or misleading, then the Court shall reinstate the full judgment for civil penalties against Defendants jointly and severally, in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000), plus interest computed from the date of entry of this Order, which amount shall become immediately due and payable by the Defendants.

24. Defendants agree that the Penalties Payment is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. §523(a)(7). Defendants further agree not to object to or otherwise dispute any claim for non-dischargeability of the Penalties Payment in any voluntary or involuntary bankruptcy proceedings. In any bankruptcy proceeding relating to the non-dischargeability of the Penalties Payment, the Defendants stipulate that the allegations of the Complaint and the findings of this Court may be taken as true and correct without further proof.

25. Further, Defendants agree that the facts alleged in the Complaint establish all elements necessary to find the Penalties Payment is not subject to discharge pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, and this Judgment will have collateral estoppel effect for such purposes.

26. Section 501.2075, Florida Statutes provides, in part, that where civil penalties are awarded under that section, the enforcing authority is entitled to reasonable attorney's fees and costs. Judgment is hereby entered in favor of the Attorney General and against Defendants, jointly and severally, in the amount of Fifty Thousand Dollars (\$50,000.00) as attorney's fees ("Attorney's Fee Payment") pursuant to section 501.2075, Florida Statutes plus interest as prescribed under section 55.03, Florida Statutes, for which let execution issue forthwith; provided, however, subject to the provisions enumerated in this

Judgment, judgment in the amount of Fifty Thousand Dollars (\$50,000.00) plus interest for attorneys' fees shall be suspended upon Defendants' completion of the payments enumerated in paragraph 19(a)-(c), above, and Defendants' compliance with the requirements, injunctions, and conditions of this Judgment. This suspension is based upon the Defendants' inability to pay the full judgment amount as demonstrated by the financial statements and affidavit dated July 29, 2019 provided to the Attorney General and is contingent upon Defendants' full compliance with the terms and conditions of this Judgment. If, upon motion by the Attorney General, the Court finds Defendants failed to comply with any of the material provisions in paragraphs 17 or 19 hereof, or if the financial statements or affidavits submitted by the Defendants are materially false or misleading, then the Court shall reinstate the full judgment against Defendants jointly and severally, in the amount of Fifty Thousand Dollars (\$50,000) for attorney's fees, plus interest computed from the date of entry of this Order, which amount shall become immediately due and payable by the Defendants.

27. Defendants agree that the Attorney's Fee Payment is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. §523(a)(7). Defendants further agree not to object to or otherwise dispute any claim for non-dischargeability of the Attorney's Fees Payment in any voluntary or involuntary bankruptcy proceedings. In any bankruptcy proceeding relating to the non-

dischargeability of the Attorney's Fee Payment, Defendants stipulate that the allegations of the Complaint and the findings of this Court may be taken as true and correct without further proof.

28. Further, Defendants agree that the facts alleged in the Complaint establish all elements necessary to find the Attorney's Fee Payment is not subject to discharge pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, and this Judgment will have collateral estoppel effect for such purposes.

29. On July 29, 2019, Defendants completed, signed, and submitted sworn corporate and personal financial statements and affidavits to the Attorney General, Consumer Protection Division. The Attorney General's agreement to and the Court's approval of this Judgment are expressly premised upon the truthfulness, accuracy, and completeness of Defendants' Financial Statements, all of which Defendants assert are truthful, accurate, and complete. Defendants and the Attorney General stipulate that Defendants' Financial Statements provide the basis for suspension of a portion of the monetary obligations of this Judgment and that the Attorney General has relied on the truthfulness, accuracy, and completeness of Defendants' Financial Statements.

30. Defendants shall not effect 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.

31. All money paid to satisfy the monetary judgment is irrevocably paid for purposes of settlement between the parties.

32. Defendants shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the Attorney General's Complaint, cooperate in good faith with the Attorney General and appear at such places (in Florida) and times as the Attorney General shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, depositions, and for such other matters as may be reasonably requested by the Attorney General. If requested in writing by the Attorney General, Rodriguez shall appear and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or the occurrences that are the subject of the Complaint, without the service of a subpoena.

33. In order to monitor compliance with the provisions of this Judgment:

a. For a period of two (2) years from the date of entry of this Judgment ("the Reporting Period"), Rodriguez shall notify the Attorney General in writing within thirty (30) days if Rodriguez becomes an owner, manager, or officer of any business or personally engages in any business

which offers to provide goods or services through direct mail solicitations sent to consumers.

b. During the Reporting Period, Rodriguez shall provide the Attorney General with a copy of his most-current filed annual federal tax returns and, if applicable, state income tax returns which are true and accurate.

c. Rodriguez shall notify the Attorney General of the filing of a bankruptcy petition by Rodriguez within fifteen (15) days of filing.

d. During the Reporting Period, Rodriguez, for any business for which Rodriguez is the majority owner or directly or indirectly in control, is hereby required to create and retain the following records:

- i. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- ii. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

- iii. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;
- iv. Complaints and refund requests (whether received directly or indirectly, such as through a third party) and any responses to those complaints or requests;
- v. Copies of all sales scripts, web pages, training materials, advertisements, mailings, flyers, or other marketing materials; and
- vi. All records and documents necessary to demonstrate full compliance with each provision of this Judgment, including but not limited to, copies of acknowledgments of receipt of this Judgment required by paragraph 19 and all reports submitted to the Attorney General pursuant to this Judgment.

e. For purposes of the compliance reporting and monitoring required by this Judgment, the Attorney General is authorized to communicate directly with Rodriguez.

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

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 Attorney General for the State of Florida relating to the operative facts at issue in this action.

38. Any failure to comply with the material 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 Defendants to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any material provision of this Judgment has occurred, then Defendants may be liable for up to \$10,000 per violation in civil penalties, and up to \$15,000 per violation for conduct that victimizes a senior citizen, disabled person, or veteran, as well as any additional attorney's fees and costs, and other relief as may be allowed by law. In addition, any sanction or payment provided by this section does not preclude the Attorney General from pursuing any other action, relief, or sanction available to

the Attorney General for any act occurring after the date of this Judgment which, independent of this Judgment, would constitute a violation of the laws of Florida.

39. This Court retains exclusive 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 civil and/or criminal contempt proceedings.

40. The Parties jointly participated in the negotiation of the terms articulated in this Judgment.

41. 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.

42. Defendants will not appeal or otherwise seek to avoid, void, or overturn the Judgment and will cooperate in effecting the entry of the Judgment. The Effective Date of this Judgment is the date upon which the Judgment is entered by the Court.

43. Facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement, and this Judgment may be executed in counterparts, the compilation of which shall constitute the full and final agreement.

44. Nothing contained herein constitutes approval by the Attorney General of any Defendant's past or future business practices. Defendants shall make no representation to the contrary of this paragraph.

[SIGNATURES ON FOLLOWING PAGES]

AGREED TO:

Advance Loading Services, Inc.

By: [Signature]
Leandro Rodriguez, President

Dated: 7-14-2020

STATE OF FLORIDA)

COUNTY OF Lee

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Leandro Rodriguez personally appeared in his capacity as president of Advance Loading Services, Inc. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 14th day of July, 2020.

Subscribed to before me this 14th day of July, 2020.

[Signature]
NOTARY PUBLIC



Notary Public State of Florida
Audric Carry
My Commission GG 300644
Expires 03/14/2023

Audric Carry
(print, type, or stamp commissioned Notary Public)

Personally known or Produced Identification ☒ (check one)

Type of Identification Produced: U.S. Passport

Certificate Filing Service Co.

By: _____

Leandro Rodriguez, President

Dated: 7-14-2020

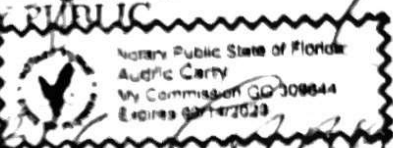
STATE OF FLORIDA)

COUNTY OF Lee

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Leandro Rodriguez personally appeared in his capacity as president of Certificate Filing Service Co. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 14th day of July, 2020.

Subscribed to before me this 14th day of July, 2020.

NOTARY PUBLIC



(print, type, or stamp commissioned Notary Public)

Personally known _____ or Produced Identification ☒ (check one)

Type of Identification Produced: U.S. Passport

By:

[Signature]
Defendant, Leandro Rodriguez, individually

Dated:

7-24-2020

STATE OF FLORIDA)

COUNTY OF Lee)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Leandro Rodriguez personally appeared He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 14th day of July, 2020.

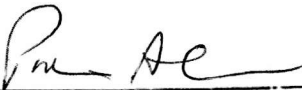
Subscribed to before me this 14th day of July, 2020.

[Signature]
NOTARY PUBLIC
Audric Carry
Notary Public State of Florida
My Commission GG-909634
Expires 03/14/2023
(print, type, or stamp commissioned Notary Public)

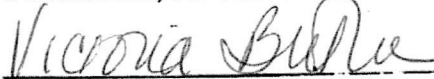
Personally known _____ or Produced Identification ☒ (check one)

Type of Identification Produced: U.S. Passport


OFFICE OF THE ATTORNEY GENERAL

By:  Dated: 8/14/2020

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

By:  Dated: 7/27/2020

Victoria Butler
Director of the Consumer Protection Division
Office of the Attorney General
Department of Legal Affairs
3507 Frontage Rd, Suite 325
Tampa, FL 32399

By:  Dated: 7/16/20

Laura Boeckman
Chief Assistant Attorney General
Office of the Attorney General
1300 Riverplace Blvd. Ste. 405
Jacksonville, FL 32207

SO ORDERED. Approved and Entered in Chambers in Duval County, Florida this

__ day of __, 2020.

Circuit Judge