

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
FOR HILLSBOROUGH COUNTY, FLORIDA
-CIVIL DIVISION-**

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

CASE NO.: 21-CA-008228
DIVISION: L

Plaintiff,

v.

OLYMPUS POOLS, INC., a Florida
corporation, and JAMES I. STATEN, JR.,
an individual,

Defendants.

CONSENT FINAL JUDGMENT

Pursuant to the joint motion for entry of Consent Final Judgment executed by Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), defendant Olympus Pools, Inc., a Florida corporation (“Olympus Pools”), and defendant James I. Staten, Jr. (“Staten” and together with Olympus Pools, the “Defendants”), and the Court having reviewed the Consent Final Judgment, and upon consideration of the papers filed and consent of the parties hereto, it is hereby **ORDERED** and **ADJUDGED**:

Final Judgment is hereby entered in favor of Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, 3705 E. Frontage Road, Suite

325, Tampa, FL 33607, and against Olympus Pools, Inc., an administratively dissolved Florida corporation, with a prior principal place of business at 21859 State Road 54, Lutz, Florida 33549, and James I. Staten, Jr., an individual, residing in Volusia County, Florida.

I. JURISDICTION & BACKGROUND

1.1 The Attorney General and Defendants (collectively the “Parties”) agree that this Court has subject matter jurisdiction over this matter, jurisdiction over the Parties, and continuing jurisdiction over this matter and the Parties. This Court has jurisdiction to order and enforce the relief provided herein. The Attorney General filed a complaint in this action for injunctive relief, restitution, civil penalties, attorney’s fees and costs, and other statutory and equitable relief (“Complaint”) pursuant to Chapter 501, Part II, Florida Statutes, Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”).

1.2 The Complaint filed in this matter states claims upon which relief may be granted under the provisions of FDUTPA.

1.3 At all times relevant to this action, Staten was a Certified Pool/Spa Contractor in the State of Florida with license numbers CPC 1458502 and CPC 1458348. On or about July 26, 2021, Staten and the Department of Business and Professional Responsibility (“DBPR”) entered into a Settlement Stipulation which included the following provisions, among others:

a. Staten agreed to voluntarily relinquish his designation as a Certified Pool/Spa Contractor, license numbers CPC 1458502 and CPC 1458348 in the State of Florida;

b. Staten agreed to never apply for a licensure as a contractor or a financially responsible officer in the State of Florida;

c. Staten's relinquishment of licensure will be effective upon acceptance of the Florida Construction Industry Licensing Board, Division II;

d. Staten agreed to cease all construction activities related to license numbers CPC 1458502 and CPC 1458348;

e. Staten agreed that if he ever attempts to reapply for licensure as a contractor or financially responsible officer in the State of Florida, he will pay \$1,430,000 in administrative fines and \$2,000 in investigative costs, at an interest rate of 18% per annum, to the State of Florida; and

f. Staten agreed that if he attempts to reapply for licensure as a contractor or financially responsible officer in the State of Florida, he must first satisfy the restitution / satisfaction amounts paid by the Florida Homeowners' Construction Recovery Fund before his application for licensure or financially responsible officer will be considered by the DBPR.

1.4 Staten and his wife, not a party to this action, filed a Subchapter V, Chapter 11 Bankruptcy (reorganization) case on October 6, 2021 (Case No. 8:21-bk-05141-CED, pending in the United States Bankruptcy Court for the Middle District of Florida) (the "Bankruptcy Case"). Staten's Subchapter V modified plan for reorganization (the "Bankruptcy Plan") (Case No.8: 21-bk-05141, Doc 317) was

confirmed on May 10, 2022. The Attorney General filed a proof of claim in the Bankruptcy Case.

II. GENERAL PROVISIONS

2.1 Agreement: The Parties have agreed on a basis for settlement of the matters alleged in the Complaint. Further, the Parties agree to entry of this Consent Final Judgment (“Judgment”) without the need for further discovery, trial, or adjudication of any issue of law or fact, and hereby waive entry of findings of fact and conclusions of law, and any hearing required for the entry of this Judgment.

2.2 Olympus Pools admits that it participated in unfair and deceptive business practices as alleged in the Attorney General’s Amended Complaint, and that such actions are violations of FDUTPA. Defendant Staten admits that he possessed the authority to control the at-issue business practices of Olympus Pools, but he does not admit that he directly participated in the deceptive and unfair practices or acts. Additionally, for purposes of this Judgment, or as stated otherwise herein, Defendants admit to the facts necessary to establish the Court’s jurisdiction over them and the subject matter of this action.

2.3 Waiver/Release: The Attorney General and Defendants waive all rights to seek appellate review or rehearing, or to otherwise challenge or contest the validity of this Judgment. Defendants further waive and release any and all claims they may have against the Attorney General, its employees, representatives, or

agents with respect to this action and Judgment. The Attorney General waives and releases any and all claims it may have against the Defendants for the conduct described in the Complaint other than as reserved herein, including but not limited to in Section 2.6 below, and Defendants agree that this paragraph does not limit the Attorney General's right to pursue any and all claims based on unknown information, including, but not limited to, any information that Defendants have not disclosed, or information that is not the subject of the Complaint.

2.4 Compliance with Law: Nothing herein relieves Defendants of their duty to comply with applicable laws of the State of Florida and all federal or local laws, regulations, ordinances, and codes, nor constitutes authorization by the Attorney General for Defendants 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 Defendants' past or future practices. Defendants shall not make any representation to the contrary regarding this Judgment. Defendants shall not 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, as an endorsement or approval of Defendants' acts, practices or conduct of business, including but not limited to Defendants' marketing, sales practices, and customer service.

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 either 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 either Defendant for violation of laws other than FDUTPA.

2.7 Use of Settlement as Defense: Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address either of the Defendant's conduct 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 Effective Date: Shall mean the date this Judgment is signed by the Circuit Court Judge.

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

2.10 No Avoidance of Judgment. Defendants agree that they shall not effect any change in the form of doing business for the purpose of avoiding the terms and conditions set forth in this Judgment.

2.11 Defendants expressly acknowledges the following:

a. They have obtained or had the opportunity to obtain the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Judgment;

b. They have jointly participated with the Attorney General in the negotiation of the terms articulated in this Judgment;

c. They have read the provisions of this Judgment in its entirety, are aware of its terms, and have voluntarily executed this Judgment;

d. To the extent any rights or defenses have been waived by entry into this Judgment, Defendants made such waiver voluntarily and with full knowledge of the ramifications of such waiver; and

e. A violation of this Judgment may result in relief pursuant to FDUTPA, and any other relief deemed appropriate, including the adjudication of contempt by the Court.

2.12 This Judgment is continuing in nature and shall be binding on any and all successors or assigns of either Defendant.

ORDER

III. PERMANENT INJUNCTIVE RELIEF

3.1 Defendant, Olympus Pools, is hereby permanently enjoined from conducting any business within the State of Florida except for winding down activities in accordance with Florida law.

3.2 Defendant Staten is hereby permanently enjoined from owning and controlling, managing or otherwise having decision-making authority or involvement with the day-to-day operations or sales practices of, any company that offers, constructs, or otherwise provides residential pools in the State of Florida.

3.3 The Court hereby permanently enjoins Staten and his representatives, agents, successors, assigns, and any persons acting under the actual direction or control of any of the foregoing and those persons and entities in active concert or participation with them, or any other person or entity who, directly or indirectly, acts under or who will act under, by, through or on behalf of the Staten, from directly or indirectly engaging in the following as related to any residential pool business:

a. Litigating, threatening to litigate, or otherwise attempting to enforce Defendants' rights related to the collection of payments from any customer for the construction of pools, or the provision of pool-related goods or pool-related services, without a good faith belief that payments at issue were earned by Olympus Pools.

b. Making or assisting others in making any unsubstantiated or knowingly false or misleading statements, or statements that he should have known to be false or misleading, to consumers to solicit purchases or to retain business; and

c. Misrepresenting or assisting others in misrepresenting, expressly or by implication:

- i. the cost of any product or service;
- ii. any material restriction, limitation, or condition on the product or service;
- iii. any material aspect of the nature or terms of any refund, cancellation, exchange, or purchase policy for the product or service;
- iv. any material aspect of the performance, efficacy, nature or central characteristics of the product or service; or
- v. the identity of the individual or company providing the product or service that is being offered for purchase if distinct from the seller.

3.4 Records. Defendants shall preserve and retain all relevant business and financial records of which the Defendants already have possession, control and/or access to, relating to the acts and practices at issue in this Judgment (“Relevant Records”) for one year from the Effective Date of the Judgment and shall make any and all Relevant Records available to the Attorney General within ten (10) days of any reasonable request. However, nothing in this Judgment requires the Defendants to maintain and pay for the records stored by BuilderTrend.

IV. MONETARY RELIEF

4.1. Judgment Amount. Final Judgment is hereby entered against Defendants, jointly and severally, in the total amount of TEN MILLION DOLLARS AND NO CENTS (\$10,000,000.00) (the “Judgment Amount”), for which let execution issue as against Olympus Pools forthwith.

4.2. Due to the inability of Defendant Staten to pay the Judgment Amount, as demonstrated by a sworn financial affidavit submitted under oath, and in consideration of the bankruptcy filing by Defendant Staten, the Attorney General agrees to suspend payment of NINE MILLION DOLLARS (\$9,000,000.00) (the “Suspended Judgment Amount”) as against Defendant Staten.

4.3. The Attorney General’s agreement to the Suspended Judgment Amount against Defendant Staten is premised upon the Attorney General receiving a ONE MILLION DOLLAR (\$1,000,000.00) allowed claim in the Bankruptcy Case (the “Allowed Claim”) and Defendants expressly agree that this provision allows the Attorney General to enforce and collect the Allowed Claim in the Bankruptcy Case. The currently confirmed Bankruptcy Plan would pay the Allowed Claim on the same pro rata basis as other general unsecured claims at a 3% payout over sixty months. The Attorney General’s agreement to the Suspended Judgment Amount against Staten is also expressly premised upon the following:

- a. Defendants' inability to pay the Judgment Amount;
- b. Mr. Staten's consent to, and agreement to take all reasonable actions to seek Bankruptcy Court approval of, an allowed claim in favor of Plaintiff in the Bankruptcy Case in the amount \$1,000,000.00, previously referred to as the Allowed Claim in this Section 4.3;
- c. Mr. Staten's payment in full of the Allowed Claim as provided for in Staten's confirmed Bankruptcy Plan;
- d. Mr. Staten's future compliance with this Judgment's injunctive terms and all other non-monetary terms;
- e. The stipulation, and compliance with said stipulation, that Defendants did not and will not conceal, 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 influence the terms of this Judgment, avoid enforcement of this Judgment, or avoid payment of any amounts due in this matter or pursuant to this Judgment; and
- f. The truthfulness, accuracy, and completeness at the time of signing of the sworn financial affidavits and at the time of submitting the supporting documents provided by each of the Defendants to the Attorney General. These sworn financial affidavits and supporting documents, stipulations, and representations of Defendants include material information

upon which the Attorney General relied in negotiating and agreeing to the terms of this Judgment.

4.4. The Attorney General shall allocate and distribute the Allowed Claim amount as the Attorney General determines is reasonable and in its sole business judgment. Any funds derived from the Allowed Claim may be used for purposes that may include, but are not limited to, consumer relief, attorney's fees, and other costs of investigation and litigation, or be placed in or applied to any consumer protection enforcement or revolving fund, future consumer protection or privacy enforcement or litigation, consumer education, or for other uses permitted by state law, at the sole discretion of the Attorney General.

4.5. If the Attorney General has reason to believe that either Defendant has failed to comply with this Judgment, or has failed to disclose any material asset, misstated the value of any material asset, or made any other material misstatement or omission in any representation to the Attorney General, at the time of the signing of the sworn financial affidavits and/or at the time of submitting the supporting documents, the Attorney General may file an appropriate motion with the Court to reinstate the Suspended Judgment Amount.

4.6. In addition to the reasons set forth in Sections 4.3 and 4.5 of this Judgment, the Attorney General may file an appropriate motion with the Court to

reinstate the Suspended Judgment Amount if Staten's Bankruptcy Plan is modified and such modification is not consented to by the Attorney General.

4.7. Any payment made pursuant to this Judgment shall be made by wire transfer, cashier's check, or other certified funds payable to the Department of Legal Affairs and shall be sent to the attention of Jennifer Hayes Pinder, Assistant Bureau Chief, Tampa, Office of the Attorney General, Consumer Protection Division, 3507 East Frontage Road, Suite 325, Tampa, Florida 33607.

4.8. Defendants further agree that the Suspended Judgment Amount is non-dischargeable and agree not to object to or otherwise dispute any claim for non-dischargeability of the Suspended Judgment Amount in any voluntary or involuntary bankruptcy proceeding, including but not limited to the Bankruptcy Case. In any bankruptcy proceeding relating to the non-dischargeability of the Judgment Amount, the Defendant stipulates that the allegations of the Complaint and the findings of this Court may be taken as true and correct without further proof. Further, the Defendants agree that the facts alleged in the Complaint establish all elements necessary to find the Judgment Amount 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.

4.9. The Defendants agree that the Suspended Judgment Amount imposed in connection with this case is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

4.10. In the event either of the Defendants file bankruptcy (subsequent to the Effective Date), or an involuntary bankruptcy proceeding is commenced, within 90 days after making any payment pursuant to this Judgment, the particular Defendant shall remain liable for the full balance of the Judgment Amount as agreed upon herein. The Judgment Amount may be asserted by the Attorney General in any subsequent proceeding to enforce this Judgment, whether through execution, garnishment, or other legal proceedings, or through a proof of claim in any bankruptcy proceeding of either of the Defendants.

V. FUTURE VIOLATIONS

IT IS FURTHER ORDERED, upon the express agreement of the Parties, that a subsequent failure to comply with the provisions of this Judgment by either of the Defendants is, by statute, *prima facie* evidence of a FDUTPA violation of Chapter 501, Part II, Florida Statutes, and will subject that Defendant to a modified final judgment in the amount of this Judgment and any and all additional civil penalties and sanctions authorized by law, including attorney's fees and costs. Upon Plaintiff's motion or other request with notice to the subject Defendant, in the event that a court of competent jurisdiction makes a determination that a violation of any

provision of this Judgment has occurred, then any Defendant who has participated in, managed, operated or controlled the activities forming the basis of said subsequent violation may be liable for additional civil penalties, as well as any additional attorney's fees and costs, and any other relief allowed by law.

VI. SEVERABILITY

IT IS FURTHER ORDERED that 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 full force and effect.

VII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this matter for all purposes, including to enforce the terms of this Judgment and to enter any further Orders as may be necessary to ensure compliance with this Judgment, which may result in additional injunctive relief, contempt, civil and/or criminal proceedings.

VIII. DISMISSAL

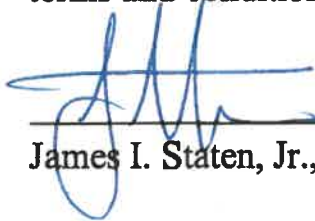
IT IS FURTHER ORDERED that this action is dismissed, subject to reopening for enforcement, modification or construction.

[Remainder of this page intentionally left blank.]

OLYMPUS POOLS, INC.

Agreed to and signed this 27th day of June, 2023, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, James I. Staten, Jr., hereby affirm that I am acting in my capacity and within my authority over **Olympus Pools, Inc.**, a Florida corporation, and that I have the full authority to bind **Olympus Pools, Inc.**, to the terms and conditions of this Consent Final Judgment.


James I. Staten, Jr., as President


STATE OF FLORIDA _____)
COUNTY OF VOLUSIA)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, James I. Staten, Jr., personally appeared as President of **Olympus Pools, Inc.** He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 27 day of June, 2023.

Subscribed to before me, by physical presence or _____ online notarization, this 27 day of June, 2023.



[NOTARIAL SEAL]


Notary Public
Personally known
Or Produced Identification # _____
Type of Identification Produced _____

James I. Staten, Jr., Individually

Agreed to and signed this 27th day of June, 2023, by the below-stated person who states and affirms as follows:

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

James I. Staten, Jr., Individually

STATE OF FLORIDA)
COUNTY OF NOVUSIA)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, James I. Staten, Jr., personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 27 day of June, 2023.

Subscribed to before me, by physical presence or online notarization, this 27 day of June, 2023.




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

[NOTARIAL SEAL]

Office of the Attorney General,
State of Florida, Department of Legal Affairs

Ashley Moody
Attorney General

Dated this 30th day of June, 2023.



Jennifer Hayes Pinder
Assistant Bureau Chief, Tampa
Florida Bar No. 17325
Office of the Attorney General
Department of Legal Affairs
3507 East Frontage Road, #325
Tampa, Florida 33607
Telephone: (813) 287-7950
Facsimile: (813) 281-5515

Dated this 30th day of June, 2023.



Victoria Butler
Director, Consumer Protection Div.
Florida Bar No. 861250
Office of the Attorney General
Department of Legal Affairs
3507 East Frontage Road, #325
Tampa, Florida 33607
Telephone: (813) 287-7950
Facsimile: (813) 281-5515

ORDERED AND ADJUDGED in chambers in Hillsborough County,
Florida, this ____ day of _____, 2023.

Electronically Conformed 7/5/2023
Darren D. Farfante

By: _____
Circuit Court Judge

Conformed copies to:

Office of the Attorney General
Department of Legal Affairs
Attn: Jennifer Hayes Pinder, Esq.
3507 East Frontage Road, Suite 325
Tampa, Florida 33607
Counsel for Plaintiff