

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

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

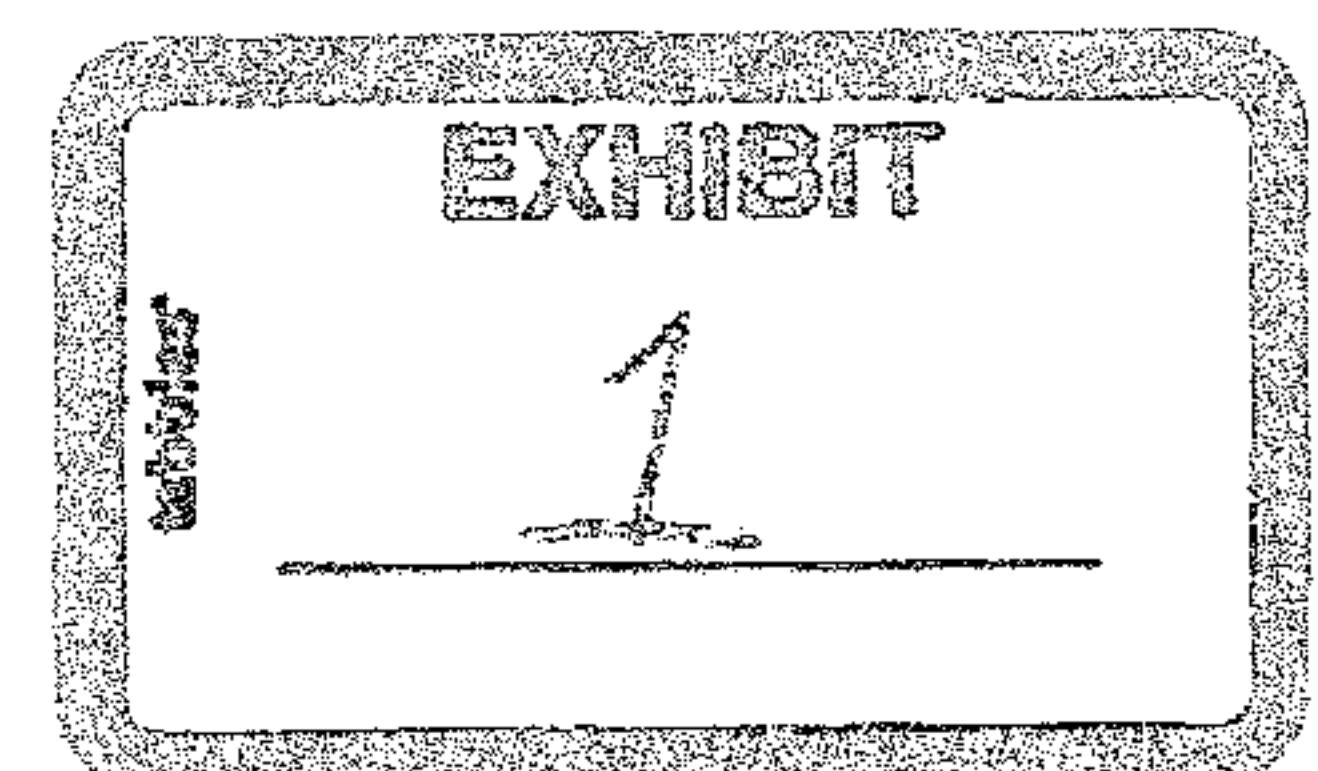
Plaintiff,

Case No. 09-047732(07)
Judge Jeffrey E. Streitfeld

v.

ROBERT M. FLETCHER, an individual, a/k/a ROBERT WEST a/k/a ROBERT WILLIAMS, a/k/a BILL WILLIAMS a/k/a BETH STORMES, a/k/a GEORGINA ORR, a/k/a MARY BLUESTONE a/k/a HIL MALLORY, d/b/a AGENCY STRATEGIC BOOK PUBLISHING, STYLUS LITERARY AGENCY, STRATEGIC PUBLISHING GROUP, AGENCY STRATEGIC BOOK PUBLISHING, **LESLIE MROZ WILLIAMS**, an individual a/k/a LESLIE W. MROZ, **MARK BREDT**, an individual, **LYNN EDDY**, an individual, **THE LITERARY AGENCY GROUP, INC.**, a dissolved Wyoming corporation, d/b/a WRITER'S LITERARY & PUBLISHING SERVICES, THE NEW YORK LITERARY AGENCY, THE CHILDREN'S LITERARY AGENCY, POETS LITERARY AGENCY, THE CHRISTIAN LITERARY AGENCY, WRITER'S LITERARY SCREENPLAY AGENCY, **RAPID PUBLISHING-SCREENWRITER911, INC.**, a dissolved Florida corporation, d/b/a RAPID PUBLISHING, INC. and THE GLOBAL BOOK AGENCY, **AMERICAN ENTERPRISES GROUP, LLC**, a revoked Nevada Limited Liability corporation d/b/a The Writer's Literary & Publishing Company, **AMERICAN ENTERPRISES GROUP, INC.**, a Florida corporation, d/b/a AEG PUBLISHING GROUP, d/b/a ELOQUENT BOOKS, STRATEGIC BOOK PUBLISHING, STRATEGIC BOOK MARKETING and THE GLOBAL BOOK AGENCY, **GROUP AEG, LLC**, a Florida Limited Liability Corporation and **S T LITERARY AGENCY, INC.**, a dissolved Florida corporation,

Defendants.



STIPULATED SETTLEMENT AGREEMENT

WHEREFORE, this Stipulated Settlement Agreement (the "Settlement Agreement") was entered upon agreement and stipulation between the Plaintiff, Office of the Attorney General, Department of Legal Affairs, State of Florida ("Plaintiff", "Attorney General" and/or the "Department") and the defendants, **Robert M. Fletcher**, an individual, **Leslie Mroz Williams**, an individual, **Mark Bredt**, an individual, **Lynn Eddy**, an individual, **The Literary Agency Group, Inc.**, a dissolved Wyoming corporation, **Rapid Publishing-Screenwriter911, Inc.**, a dissolved Florida corporation, **American Enterprises Group, LLC**, a revoked Nevada limited liability corporation, **American Enterprises Group, Inc.**, a Florida Corporation, **Group AEG, LLC**, a Florida limited liability corporation and **S T Literary Agency, Inc.**, a dissolved Florida corporation (collectively, the "SETTLEMENT DEFENDANTS").

WHEREAS, the Plaintiff initiated an investigation into the business acts and practices of certain persons and entities, including the SETTLEMENT DEFENDANTS, and subsequently filed a complaint alleging Unfair and Deceptive Trade Practices pursuant to Florida Statutes Chapter 501, Part II;

WHEREAS, the Attorney General and SETTLEMENT DEFENDANTS (the "Parties") enter into this Settlement Agreement without any admission either of guilt or that the SETTLEMENT DEFENDANTS have violated the law.

WHEREAS, **Robert M. Fletcher** is a resident of Florida with an address of 699 SW 8th Terrace, Boca Raton, Florida 33486. Robert M. Fletcher has done business under the names of Robert West, Robert Williams, Bill Williams, Beth Stormes, Georgina Orr, Mary Bluestone, Hil Mallory, Agency Strategic Book Publishing, Stylus Literary Agency, Strategic Publishing Group, Agency Strategic Book Publishing, and many others. **Leslie Williams** is a resident of

Florida with an address of 699 SW 8th Terrace, Boca Raton, FL 33486. Mark Bredt is a resident of California with an address of 3093 11th Street, Clearlake, California 95422. Lynn Eddy is a resident of Connecticut with an address of 42 Clark Road, Durham, Connecticut 06422. **The Literary Agency Group, Inc.** is a dissolved Wyoming corporation that has done business as Writer's Literary & Publishing Services, The New York Literary Agency, The Children's Literary Agency, Poets Literary Agency, The Christian Literary Agency and Writer's Literary Screenplay Agency, and others. **Rapid Publishing-Screenwriter911, Inc.** is a dissolved Florida corporation that has done business as Rapid Publishing, Inc. and The Global Book Agency. **American Enterprises Group, LLC** is a revoked Nevada limited liability corporation that has done business as The Writer's Literary & Publishing Company. **American Enterprises Group, Inc.** is a dissolved Florida corporation that has done business as AEG Publishing Group, Eloquent Books, Strategic Book Publishing, Strategic Book Marketing, The Global Book Agency, and others. **Group AEG, LLC** is a dissolved Florida limited liability corporation that has done business as AEG Publishing Group, Eloquent Books, Strategic Book Publishing, Strategic Book Marketing, The Global Book Agency, and others, **S T Literary Agency, Inc.** is a dissolved Florida corporation. **Strategic Book Publishing & Rights Agency, LLC** is a State of Texas domestic limited liability corporation with a principal place of business located at 699 SW 8th Terrace, Boca Raton, Florida 33486. **Global Publish on Demand, LLC** is a State of Texas domestic limited liability corporation with a principal place of business located at 699 SW 8th Terrace, Boca Raton, Florida 33486.

WHEREAS, Robert Fletcher is the owner and manager of all the aforementioned entities.

WHEREAS, the parties to this action consider this Settlement Agreement a fair and equitable resolution to the current action.

THEREFORE, it is hereby agreed as follows:

I. DEFINITIONS

1. The terms used herein shall have the following meanings:

1.1 “**Consumer**” means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.

1.2 “**Clear and Conspicuous**” (including “**Clearly and Conspicuously**”) means that a statement is made in a manner readily noticeable and understandable to the persons to whom it is directed. To determine whether a statement is Clear and Conspicuous, factors to consider include:

a. whether it is of sufficient prominence in terms of font, size, placement, color, contrast, duration of appearance, sound and speed, as compared with accompanying statements, claims, terms, or representations so that it is readily noticeable, understandable, and likely to be read by the person to whom it is directed; and if written or conveyed electronically, the terms are not buried on the back or bottom, or in unrelated information, or placed on a portion of the page that a reasonable person would not think contained significant information;

b. whether it is located sufficiently near any other statement that it clarifies, modifies, or explains, or that clarifies, modifies, or explains it;

c. whether it is presented to the person(s) to whom it is directed in a coherent and meaningful sequence with respect to other terms, representations, claims or statements being

conveyed;

d. whether it contradicts, or renders confusing or ambiguous any other statement, or appears to be inconsistent with any other statement;

e. whether, if it is oral, it is at an understandable pace and in the same tone and volume as the sales offer, or, if not oral, it appears for a duration sufficient to allow viewers to have a reasonable opportunity to notice or read, and is free of distractions that compete for the attention of the consumer;

f. whether it is presented in such a way as to be free of distractions, including but not limited to sound, graphics, text or other offers that compete for the attention of the consumer; and

g. whether, in advertising on the Internet, it is made on the same page as any other term, statement, claim or representation that it modifies, and either above the fold or Clearly and Conspicuously referenced or linked to a location below the fold.

II. SCOPE OF SETTLEMENT AGREEMENT AND RELEASE

2. The Attorney General acknowledges by execution hereof that this Settlement Agreement constitutes a complete settlement of the FDUTPA claims asserted in the Complaint filed in this matter against the **SETTLEMENT DEFENDANTS**.

3. The Attorney General agrees that it shall not proceed with or institute any civil actions or proceedings against the **SETTLEMENT DEFENDANTS** that are inconsistent with the provisions of this Settlement Agreement.

4. However, nothing herein shall preclude the Attorney General from either enforcing the provisions of this Settlement Agreement or pursuing additional actions against the **SETTLEMENT DEFENDANTS** which are outside the scope of the release set forth herein.

Specifically, acts conducted by the **SETTLEMENT DEFENDANTS** after the entry of this Settlement Agreement are not released, and enforcement may arise as the result of such future acts.

5. In addition, nothing in this Settlement Agreement releases any claims that the Attorney General or any other person may have against any other unnamed defendants or other persons or entities and/or its principals, owners, officers and/or directors.

6. Nothing herein relieves any person or corporation of its duty to comply with all applicable laws or constitutes authorization by the Attorney General for any such person or corporation to engage in acts and practices prohibited by such laws.

7. Further, nothing herein constitutes approval by the Attorney General of the past or future business practices of the **SETTLEMENT DEFENDANTS** and/or any other person or entity.

8. Moreover, unless expressly stated to the contrary, nothing herein shall be construed as a waiver or compromise of any private rights, causes of action, or remedies of any private person, businesses, corporation, government or legal entity against the **SETTLEMENT DEFENDANTS** with respect to the acts and practices covered by this Settlement Agreement. Likewise, nothing herein shall affect the testimonial obligations or right to take legal or factual positions in defense of litigation or other legal proceedings of the **SETTLEMENT DEFENDANTS** to which the Attorney General is not a party.

III. INJUNCTIVE TERMS

9. The **SETTLEMENT DEFENDANTS**, individually, and by and through their respective trustees, agents, employees and other persons who act under, by, through or on behalf of any or all of them, or through any corporate or other device, whether now existing or

hereinafter formed, as well as their officers, directors, managers, owners, assigns, agents, affiliates, subsidiaries, servants, employees, attorneys, successors, and those persons in active concert or participation with them who receive actual notice of this injunction, are hereby prohibited and enjoined from engaging in any business activities which violate the provisions of Chapter 501, Part II, Fla. Stat.

10. The defendants, The Literary Agency Group, Inc., Rapid Publishing-Screenwriter911, Inc., American Enterprises Group, LLC, American Enterprises Group, Inc., Group AEG, LLC and S T Literary Agency, Inc. (the "**Corporate Defendants**"), shall be permanently dissolved within thirty (30) days of the Effective Date of this Settlement Agreement, and none of the remaining Settlement Defendants shall use or create any website names, domain names and/or imprints using the names of any of these Corporate Defendants or the names of any entities and/or domain names under which the Corporate Defendants are currently doing business.

11. The **SETTLEMENT DEFENDANTS**, individually, and by and through their respective trustees, agents, employees and other persons who act under, by, through or on behalf of any or all of them, or through any corporate or other device, whether now existing or hereinafter formed, as well as their officers, directors, managers, owners, agents, affiliates, subsidiaries, servants, employees, attorneys, successors, and those persons in active concert or participation with them who receive actual notice of this injunction, shall:

- a. Use their real names when conducting business and/or communicating at any time with both potential and actual consumers. Employees of the Settlement Defendants (other than the Settlement Defendants themselves) may each use one (1) alias or pen name so long as the employee discloses the use of such alias or pen name in a **clear**

and conspicuous manner to consumers;

- b. Disclose in all communications with consumers, in a **clear and conspicuous** manner, their relationship to any and all related and/or associated entities and/or corporations when referring consumers to those entities for any type of service whatsoever, whether paid or unpaid;
- c. Create and maintain both automatic quarterly royalty reporting and royalty payment systems which provide to all writers in a **clear and conspicuous** manner: 1) clear and specific accountings of the royalty payments due to consumers; 2) automatic payments to writers on a regular and quarterly basis, without requiring any requests for payment on the part of writers, and 3) a breakdown of the figures used in determining the amount of such royalties, including sales, returns and costs data and the source of all sales and returns information;
- d. Not use fictitious names (i.e. websites, domain names, imprints or other non-legal entity names) on any websites and/or communications with consumers, unless the legal owner of each such fictitious name and/or the relationship to the Settlement Defendant using such fictitious name is disclosed in a **clear and conspicuous** manner;
- e. Include and disclose in a **clear and conspicuous manner**, in each and every contract offered to potential and actual consumers the exact services which are to be provided to the potential and actual consumers pursuant to the terms of the contract being offered to them and include a separate statement informing potential and actual consumers that there may be additional fees which are not included pursuant to the contract, and direct them to a price list of standard, more common fees which are

associated with additional services which are not typically provided for in the initial contract and which require additional payment;

- f. **Clearly and conspicuously** advise consumers in any correspondence, press releases and/or any other vehicle of communication which relate to any mergers or acquisitions purportedly made by or on behalf of the **SETTLEMENT DEFENDANTS**, whether the merger or acquisition was made by a corporate entity owned by, managed by and/or associated in any manner with any of the **SETTLEMENT DEFENDANTS**;

- g. Not make any oral or written representations to consumers that are false, misleading or deceptive, or that differ from the actual terms of any written contract or agreement.

12. The **SETTLEMENT DEFENDANTS** agree to the permanent dissolution of the Corporate Defendants and/or any related fictitious names registered to and/or owned and/or used by any of the Corporate Defendants within thirty (30) days of the date that this document is fully executed by all required Parties. The **SETTLEMENT DEFENDANTS** further agree not to ever hereafter seek to reinstate or use in any manner the names of the Corporate Defendants or any derivative thereof or any related fictitious names registered to and/or owned and/or used by any of the Corporate Defendants named herein to conduct business of any nature. The Parties agree that the use of any and all current domain names and e-mail names and addresses by the **SETTLEMENT DEFENDANTS** shall cease and be terminated within thirty (30) days of the date upon which this document is fully executed by all required Parties.

IV. MONETARY PROVISIONS

13. The **SETTLEMENT DEFENDANT, ROBERT FLETCHER**, along with all **COPORATE DEFENDANTS** herein shall pay a total of One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00), as set forth in Paragraph 15 below.

14. The **SETTLEMENT DEFENDANT, ROBERT FLETCHER**, along with all **COPORATE DEFENDANTS** herein further agree that they will not seek to file a Petition for Bankruptcy and/or a Petition Commencing an Assignment for the Benefit of Creditors prior to their satisfaction of the monetary provisions herein and for a period of six (6) months thereafter.

15. The manner in which the One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00) is to be paid is as follows:

A. **Consumer Restitution**: One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000) of the settlement funds shall be distributed to consumers in a manner within the sole discretion of the Attorney General. The total amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) to be paid to consumers shall be made by cashier's check or other certified funds made payable to the "**Department of Legal Affairs**" and delivered to the Attorney General simultaneously with the partially executed copy of this document signed by the **SETTLEMENT DEFENDANTS**.

B. **Cost of Investigation and Attorneys' Fees**: Ten Thousand Dollars (\$10,000.00) shall be paid by the **SETTLEMENT DEFENDANTS** for current and future attorneys' fees, investigative fees and/or costs and shall be made by cashier's check or other certified funds made payable to the "**Legal Affairs Revolving Trust Fund**"

and delivered to the Attorney General simultaneously with the partially executed copy of this document signed by the **SETTLEMENT DEFENDANTS**.

16. All of the payments described in Paragraph 15 above shall be paid as detailed therein and shall be directed to Assistant Attorney General Carol E. A. DeGraffenreidt, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

17. In the event that the **SETTLEMENT DEFENDANT, ROBERT FLETCHER**, along with all **COPORATE DEFENDANTS** herein, fail to make the total payment as set forth above in Paragraph 15, the Attorney General shall then be entitled to the entry of a Default Judgment against the **SETTLEMENT DEFENDANT, ROBERT FLETCHER**, along with all **COPORATE DEFENDANTS** herein, jointly and severally, in the amount of One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00), permitting execution forthwith, upon the filing of an affidavit by an Assistant Attorney General reflecting the failure of these **SETTLEMENT DEFENDANTS** to comply with the above payment schedule.

18. The **SETTLEMENT DEFENDANTS** shall not, in an attempt to avoid the terms of this Settlement Agreement, transfer assets and/or create or change the name of any business entity.

19. Subject to the **SETTLEMENT DEFENDANTS'** full, complete and timely performance of the provisions of this Order, the Attorney General is waiving its right to request that the Court impose fines of up to \$15,000.00 per violation of Chapter 501, Part II, of the Florida Statutes upon the **SETTLEMENT DEFENDANTS**, based upon their agreement to the terms of this Settlement Agreement.

20. Notwithstanding any other provision of this Settlement Agreement, nothing herein shall be construed to impair, compromise and/or affect the rights of any government agency other than the Office of the Attorney General for the State of Florida.

21. The **SETTLEMENT DEFENDANTS'** interest in funds paid in conjunction with this Settlement Agreement shall fully and completely divest when this Settlement Agreement is fully executed by the Parties. Notwithstanding any other provision of this Settlement Agreement, no portion of the funds paid shall in any event be returned to the **SETTLEMENT DEFENDANTS** provided that the Settlement Agreement has been fully executed by the Parties.

V. BUSINESS RECORDS AND MONITORING

22. The **SETTLEMENT DEFENDANTS** agree to retain all business records in the **SETTLEMENT DEFENDANTS'** possession at the time of the execution of this document which are related to all businesses which are the subject of the instant litigation for a minimum of two (2) years from the Effective Date of this Settlement Agreement.

23. The **SETTLEMENT DEFENDANTS** further agree for two (2) years from the Effective Date of this Settlement Agreement, to 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 Settlement Agreement and compliance with its terms.

24. The **SETTLEMENT DEFENDANTS** agree to provide any such records requested by the Attorney General's representative and/or make them available for inspection within twenty (20) business days of the **SETTLEMENT DEFENDANTS'** receipt of the request from the Attorney General's representative.

25. Finally, the **SETTLEMENT DEFENDANTS** agree to honor any request by the Attorney General to provide or to make available such records without legal process.

26. Within sixty (60) days of the Effective Date, the **SETTLEMENT DEFENDANTS** shall hire an Independent Compliance Monitor ("Compliance Monitor") to perform the functions set forth below. The Compliance Monitor shall be a retired judge or mediator and will not be engaged on a full-time basis. The **SETTLEMENT DEFENDANTS** shall bear the cost associated with the Compliance Monitor.

27. The Compliance Monitor shall be a person whose retention is approved in advance by the Attorney General and who is familiar with the terms of this Settlement Agreement. The Compliance Monitor shall be compensated by the Settlement Defendants and will serve in this capacity for a period of one (1) year from the Effective Date of this Settlement Agreement or one (1) year from the date on which he or she is retained, whichever is later. The Compliance Monitor shall not have any direct or indirect interest in, or relationship with, any Party to this Settlement Agreement that would impede, or reasonably be perceived to impede, the Compliance Monitor's ability to perform the services under this Settlement Agreement. Nor may the Compliance Monitor be employed by or affiliated with any Party and/or any other entity owned or controlled by any Party for a period of at least one (1) year from the termination of the monitoring period.

28. The Compliance Monitor shall perform the following functions: (a) monitor the **SETTLEMENT DEFENDANTS'** compliance with the terms of this Settlement Agreement as well as with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the Florida Deceptive and Unfair Trade Practices Act; (b) monitor the **SETTLEMENT DEFENDANTS'** compliance with their

own internal policies and procedures; (c) evaluate the adequacy of the **SETTLEMENT DEFENDANTS'** internal policies and procedures to ensure compliance with all applicable laws and to recommend any changes in those policies and procedures that the Compliance Monitor deems reasonably necessary to achieve such compliance; and (d) provide written quarterly reports to the Attorney General with the Compliance Monitor's findings with respect to the **SETTLEMENT DEFENDANTS'** compliance with the applicable laws, with the **SETTLEMENT DEFENDANTS'** own policies and procedures and with this Settlement Agreement, including an identification of any compliance deficiencies and the Compliance Monitor's recommendations for curing such deficiencies.

29. Within sixty (60) days of the Effective Date, the **SETTLEMENT DEFENDANTS** shall send to the Attorney General the full name, business address (street and mailing), telephone number, facsimile number and electronic mail address of the Compliance Monitor.

VI. GENERAL AND ADMINISTRATIVE PROVISIONS

30. Jurisdiction is retained by the Court for the purpose of enabling any party to this Settlement Agreement to apply to the Court at any time for such further Orders and directions as might be necessary or appropriate for the modification, construction and/or implementation of the injunctive provisions of this Settlement Agreement. However, the Parties may by stipulation agree to a modification of the terms of this Settlement Agreement which agreement shall be presented to the Court for consideration. Any stipulation by the Parties regarding the modification of any terms of this Settlement Agreement must be by a written instrument signed by or on behalf of both the Attorney General and the **SETTLEMENT DEFENDANTS**.

31. If, after the execution of this Settlement Agreement, the Attorney General, or any other agency of the State which is charged with the administration of its consumer protection statutes, enacts or promulgates legislation, rules or regulations with respect to the matters governed by this Settlement Agreement which conflict with any provision of this Settlement Agreement, including specifically allowing, under certain conditions, that which is prohibited under this Settlement Agreement, or if the applicable laws of the State shall otherwise change in a manner which conflict with any provision of this Settlement Agreement, the Attorney General shall not unreasonably withhold consent to the modification of such provision to the extent necessary to eliminate such conflict.

32. Changes to the laws, rules and/or regulations of the State of Florida with respect to the matters which are governed by this Settlement Agreement shall be deemed to “conflict” with a provision of this Settlement Agreement if the **SETTLEMENT DEFENDANTS** are unable to reasonably comply with both the change in the law, rule and/or regulation and any provision of this Settlement Agreement.

33. The **SETTLEMENT DEFENDANTS** may likewise seek modification of this Settlement Agreement if it appears that it is impossible to reasonably comply with the terms of this Settlement Agreement in light of any changes to any applicable federal laws, rules and/or regulations.

34. The **SETTLEMENT DEFENDANTS** acknowledge that if after full payment of all monetary conditions have been met by the **SETTLEMENT DEFENDANTS**, the Court finds that a non-monetary violation of this Settlement Agreement has occurred, then said violation shall constitute *prima facie* evidence of a violation of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II (FDUTPA) and shall be attributed solely to the offending

Defendant as determine by the Court.

35. In the event of a material default or violation of any injunctive provision contained in this Settlement Agreement, the Attorney General may enforce this Settlement by any and all mechanisms permissible by law. Further, if such conduct constituting a violation of the Settlement Agreement also constitutes a violation of any State or Federal law, rule and/or regulation, then the Attorney General may exercise any other remedies available by law in order to fully address said conduct. Nothing herein shall be construed as a limitation to the remedies that the Attorney General may pursue upon default by the **SETTLEMENT DEFENDANTS**.

36. The Parties jointly participated in the negotiation of the terms which are articulated within this Settlement Agreement, and no provision of this Settlement Agreement 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 Settlement Agreement or had control over the provisions included herein.

37. Nothing in this Settlement Agreement shall preclude the Attorney General from pursuing any other Parties and/or unnamed defendants to this or any other lawsuit, nor does it preclude the Attorney General from collecting any monetary fees, restitution, costs or any other such relief to which the Attorney General is entitled from any other Parties and/or unnamed defendants to this or any other lawsuit.

VII. FUTURE VIOLATIONS

38. It is hereby agreed by the Parties, that upon the Court conducting a hearing at which each side is permitted to present evidence, and the Court subsequently finding that the **SETTLEMENT DEFENDANTS** have in any manner failed to comply with the non-monetary terms and conditions of this Judgment, providing that the full payment of all monetary conditions

have been met by the **SETTLEMENT DEFENDANTS**, that such finding shall by statute constitute *prima facie* evidence of the **SETTLEMENT DEFENDANTS'** violation of Chapter 501, Part II, Florida Statutes, and may subject the **SETTLEMENT DEFENDANTS** to any and all civil penalties and sanctions authorized by Florida Statutes § 501.2075. The Department reserves the right to seek Chapter 501 penalties for any future violation(s) of Chapter 501, Part II, Florida Statutes. In the event of a breach of the terms of this Settlement Agreement, the **SETTLEMENT DEFENDANTS** may be subject to any and all enforcement mechanisms otherwise available to the Office of the Attorney General and/or State of Florida had this Settlement Agreement never been executed, and any payments paid hereunder by the **SETTLEMENT DEFENDANTS** shall be forfeited and any amounts due hereunder shall be automatically converted into civil penalties, without waiving or otherwise limiting any other right or remedy or other civil penalties that may be imposed upon Defendant for violation of Chapter 501 or this Settlement Agreement. However, the Parties agree that any violation of the Settlement Agreement shall be attributed to the specific **SETTLEMENT DEFENDANT** found to be in violation of Settlement Agreement by the Court.

39. In the event the Plaintiff believes that the **SETTLEMENT DEFENDANTS** are materially violating the provisions of this Settlement Agreement, prior to instituting a proceeding under the terms of this Settlement Agreement, the Plaintiff shall give the **SETTLEMENT DEFENDANTS** written notice of the alleged violation and an opportunity to remedy the alleged violation. Any notice of an alleged violation must be in writing and must state with reasonable particularity the basis for the alleged violation. The **SETTLEMENT DEFENDANTS** shall thereafter have thirty (30) days from their receipt of written notice from the Attorney General to

remedy the alleged violation or demonstrate to the Attorney General that they are taking reasonable and prompt measures to remedy the alleged violation.

40. For purposes of this Settlement Agreement, the Plaintiff shall, unless otherwise directed by the **SETTLEMENT DEFENDANTS** and/or an authorized representative, send all written notifications via electronic mail on behalf of the **SETTLEMENT DEFENDANTS**, to:

Jose Sosa, Law Office of Jose D. Sosa, P.C.
sosalaw@gmail.com

41. The **SETTLEMENT DEFENDANTS** shall, unless otherwise directed by the Plaintiff's authorized representative, send all written notifications via electronic mail to:

Carol E. A. DeGraffenreidt, Assistant Attorney General,
Office of the Attorney General, Consumer Protection Division
carol.degraffenreidt@myfloridalegal.com

42. The **SETTLEMENT DEFENDANTS** shall be responsible for making the substantive terms and conditions of this Settlement Agreement known to their officers, directors, partners, management level employees, agents, representatives, as well as the affiliated parties, successors and assigns, engaged in any of the **SETTLEMENT DEFENDANTS'** businesses, projects, and/or activities.

VIII. EFFECTIVE DATE, DISMISSAL AND RELEASE

43. The Effective Date of this Settlement Agreement is the date upon which the Settlement Agreement is fully executed by all required Parties. The receipt of or deposit by the Attorney General of any monies pursuant to this Settlement Agreement does not constitute acceptance of this Settlement Agreement by the Attorney General, and monies received will be returned if this Settlement Agreement is not fully executed by the Parties. Upon entry of this Settlement Agreement, and upon full payment of the amounts set forth in above, the Attorney

General agrees to close its investigation into the activities of **SETTLEMENT DEFENDANTS** and, it shall within ten (10) business days of the Effective Date of this Settlement Agreement, notify Counsel for the **SETTLEMENT DEFENDANTS** in writing, that it has officially closed its investigation, pursuant to the terms of the Settlement Agreement.

44. Within five (5) business days following complete payment of the amounts required hereunder, and provided that the **SETTLEMENT DEFENDANTS** are otherwise in compliance with the terms of this Settlement Agreement, Plaintiff will file a Joint Stipulation for Dismissal Upon Settlement (in the form attached hereto as Exhibit A) and petition the Court to: 1) enter an Order approving said stipulation and dismissing the action (in the form attached hereto as Exhibit B); and 2) retain jurisdiction solely for the purpose of enforcing this Settlement Agreement. The **SETTLEMENT DEFENDANTS** shall provide any assistance or cooperation as may be reasonably requested in connection with said motion. The Court shall retain jurisdiction over this matter for the purposes of enforcement of any provision of this Settlement Agreement.

45. Except as otherwise provided herein, the **SETTLEMENT DEFENDANTS** hereby and for themselves and their current and former parents, subsidiaries, affiliates, divisions, sisters, partners, officers, directors, shareholders, managers, members, employees, agents, representatives, successors, predecessors, attorneys and assigns, releases, acquit and forever discharge the Office of the Attorney General and all persons acting for, by and on behalf of the Office of the Attorney General, from any and all claims, actions, causes of action (whether arising in contract, tort, by statute or otherwise), demands, debts, liabilities, rights, damages, costs, loss of services, expenses, compensation, third-party actions, suits at law or in equity, including but not limited to claims or suits for slander, libel, defamation, abuse of process,

malicious prosecution, contribution and/or indemnity, of whatever nature, that were brought or could have been brought in the subject litigation or which relate to, arise out of, or in any way result from any matters in connection with the underlying investigation or litigation.

IV. CONSTRUCTION OF AGREEMENT

46. Each of the **SETTLEMENT DEFENDANTS** acknowledges that they have read the foregoing Settlement Agreement.

47. Each of the **SETTLEMENT DEFENDANTS** admits to the jurisdiction of the Seventeenth Judicial Circuit and consents to the entry of this Settlement Agreement.

48. Each of the **SETTLEMENT DEFENDANTS** states that no promises of any kind or nature whatsoever, other than the written terms of this Settlement Agreement, were made to induce them into entering into this Settlement Agreement.

49. Each of the **SETTLEMENT DEFENDANTS** states that this Settlement Agreement was entered into voluntarily and that this Settlement Agreement constitutes the entire agreement between the **SETTLEMENT DEFENDANTS** and the State of Florida.

50. Venue for any matter relating to or arising out of this Settlement Agreement shall be in Palm Beach County, Florida.

51. This Settlement Agreement shall be governed by the laws of Florida.

In witness whereof, the Parties have caused this Settlement Agreement to be executed in the county and state listed below, as of the date affixed thereon.


SIGNATURES FOLLOW ON SEPARATE PAGES.

ROBERT M. FLETCHER

Agreed to and signed this 7 day of February, 2014, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that my signature below binds me both personally and individually to the terms and conditions of this Settlement Agreement.

By:


ROBERT M. FLETCHER, INDIVIDUALLY

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, this 7th day of February, 2014, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared ROBERT M. FLETCHER, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

Suzanne Tracy
(print, type or stamp commissioned name of Notary Public)



SUZANNE TRACY
MY COMMISSION # EE 216486
EXPIRES: July 24, 2016
Bonded thru Budget Notary Services

Personally known _____ or Produced
Identification X (check one)
Type of Identification Produced:


Florida DL
F432-773-46-105-0

ROBERT M. FLETCHER

Agreed to and signed this 7 day of February, 2014, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that my signature below binds me both personally and individually to the terms and conditions of this Settlement Agreement.

By:


ROBERT M. FLETCHER, INDIVIDUALLY

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, this 7th day of February, 2014, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared ROBERT M. FLETCHER, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

Suzanne Tracy
(print, type or stamp commissioned name of Notary Public)



SUZANNE TRACY
MY COMMISSION # EE 216466
EXPIRES: July 24, 2016
Bonded Through Budget Notary Services

Personally known _____ or Produced
Identification X (check one)
Type of Identification Produced:

Florida DL
F432-773-46-105-0