

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,**

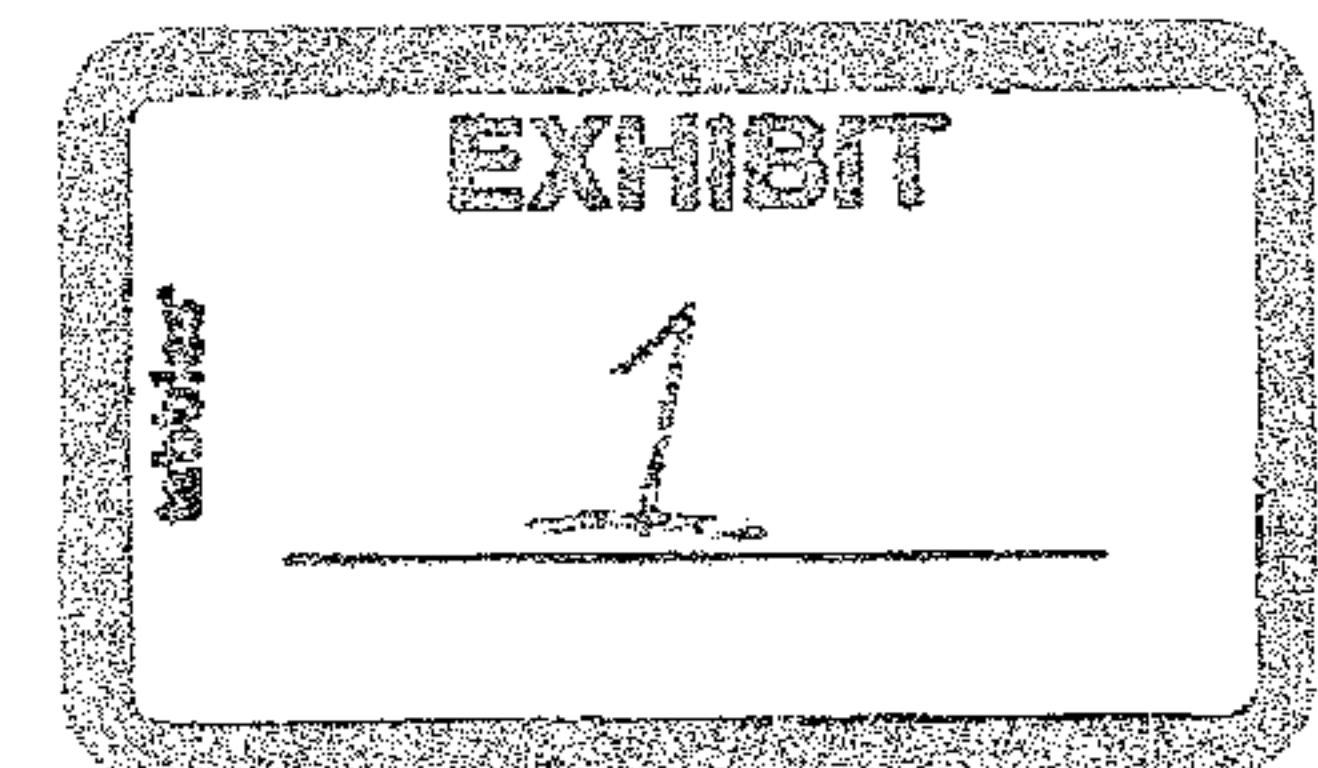
Plaintiff,

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

