

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 17-60907-CIV-Moreno

FEDERAL TRADE COMMISSION, and
STATE OF FLORIDA,

Plaintiffs,

v.

JEREMY LEE MARCUS, *et al.*,

Defendants and Relief Defendants.

**STIPULATED ORDER FOR PERMANENT INJUNCTION AND MONETARY
JUDGMENT AGAINST JEREMY LEE MARCUS**

Plaintiffs, the Federal Trade Commission (“Commission”) and the Office of the Attorney General, State of Florida, Department of Legal Affairs (“State of Florida” and collectively “Plaintiffs”), filed their Complaint for Permanent Injunction and Other Equitable Relief, subsequently amended as Plaintiffs’ First Amended Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”), pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, and the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Part II, Florida Statutes (2016), against Defendants Jeremy Lee Marcus; Craig Davis Smith; Yisbet Segrea; Financial Freedom National, Inc., f/k/a Institute for Financial Freedom, Inc. and Marine Career Institute Sea Frontiers, Inc., also d/b/a 321 Loans, Instahelp America, Inc., Helping America Group, United Financial Support, Breeze Financial Solutions, 321Financial Education, Credit Health

Plan, Credit Specialists of America, American Advocacy Alliance, and Associated Administrative Services; 321Loans, Inc., f/k/a 321 Loans, Inc., also d/b/a 321Financial, Inc.; Instahelp America, Inc., f/k/a Helping America Team, Inc., also d/b/a Helping America Group; Helping America Group, LLC, f/k/a Helping America Group, Inc.; Breeze Financial Solutions, Inc., also d/b/a Credit Health Plan and Credit Maximizing Program; US Legal Club, LLC; Active Debt Solutions, LLC, f/k/a Active Debt Solutions, Inc., also d/b/a Guardian Legal Center; Guardian LG, LLC, also d/b/a Guardian Legal Group; American Credit Security, LLC, f/k/a American Credit Shield, LLC; Paralegal Support Group LLC, f/k/a Paralegal Staff Support LLC; Associated Administrative Services, LLC, also d/b/a Jobfax; Viking Management Services LLC, Cockburn and Associate LLC; Omni Management Partners LLC; HP Media, Inc., White Light Media LLC; and Discount Marketing USA S.A. (“Defendants”); and Relief Defendants JLMJP Pompano, LLC; 1609 Belmont Place LLC; 16 S H Street Lake Worth, LLC; 17866 Lake Azure Way Boca, LLC; 114 Southwest 2nd Street DBF, LLC; 110 Gloucester St., LLC; 72 SE 6th Ave., LLC; Fast Pace 69 LLC; Strategic Acquisitions Two, LLC; Halfpay International, LLC, also d/b/a 16 H.S. Street 12Plex LLC, 311 SE 3rd St., LLC, 412 Bayfront Drive, LLC, 110 Gloucester St., LLC, 72 SE 6th Ave., LLC, 114 SW 2nd Street JM, LLC, 8209 Desmond Drive, LLC, and HLFP, LLC; Halfpay NV LLC, also d/b/a Halfpay International LLC; Nantucket Cove of Illinois, LLC; Jack Marcus; Teresa Duda; and James Marcus (“Relief Defendants”). Plaintiffs and Settling Defendant Jeremy Lee Marcus (“Settling Defendant” or “Marcus”) now stipulate to the entry of this Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the FTC's Trade Regulation Rule entitled the "Telemarketing Sales Rule" ("TSR"), 16 C.F.R. Part 310; and Section 501.204 of FDUTPA in connection with the marketing, offering for sale, and sale of phony debt relief services, including fake loans.
3. Marcus neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Order. For purposes of this action, Marcus admits the facts necessary to establish jurisdiction.
4. Marcus waives and releases any claims he may have against the Plaintiffs, the Receiver, and their agents that relate to this action including, but not limited to, any claim that he may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action, and agrees to bear his own costs and attorney's fees.
5. Marcus waives all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

For purposes of this Order, the following definitions shall apply:

1. "**Corporate Defendants**" or "**Receivership Defendants**" means Financial Freedom National, Inc., f/k/a Institute for Financial Freedom, Inc. and Marine Career Institute Sea Frontiers, Inc., also d/b/a 321 Loans, Instahelp America, Inc., Helping America Group, United Financial Support, Breeze Financial Solutions, 321Financial Education, Credit Health Plan,

Credit Specialists of America, American Advocacy Alliance, and Associated Administrative Services; 321Loans, Inc., f/k/a 321 Loans, Inc., also d/b/a 321Financial, Inc.; Instahelp America, Inc., f/k/a Helping America Team, Inc., also d/b/a Helping America Group; Helping America Group, LLC, f/k/a Helping America Group, Inc.; Breeze Financial Solutions, Inc., also d/b/a Credit Health Plan and Credit Maximizing Program; US Legal Club, LLC; Active Debt Solutions, LLC, f/k/a Active Debt Solutions, Inc., also d/b/a Guardian Legal Center; Guardian LG, LLC, also d/b/a Guardian Legal Group; American Credit Security, LLC, f/k/a American Credit Shield, LLC; Paralegal Support Group LLC, f/k/a Paralegal Staff Support LLC; Associated Administrative Services, LLC, also d/b/a Jobfax; Viking Management Services LLC, Cockburn and Associate LLC; Omni Management Partners LLC; HP Media, Inc., White Light Media LLC; and Discount Marketing USA S.A., and their divisions, subsidiaries, affiliates, predecessors, successors, assigns, and any fictitious business entities or business names created or used by these entities, or any of them.

2. **“Credit repair product or service”** means any product, service, plan, or program represented, expressly or by implication, to improve a consumer’s credit record, credit history, or credit rating; or to provide advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer’s credit record, credit history, or credit rating.

3. **“Debt relief product or service”** means any product, service, plan, or program represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of a debt or obligation between a person and one or more creditors or debt collectors, including a reduction in the balance, interest rate, or fees owed by a person to a creditor or debt collector.

4. **“Defendants”** means all of the Individual Defendants and Corporate Defendants, individually, collectively, or in any combination, and each of them by whatever names each might be known.
5. **“Financial product or service”** means any product, service, plan, or program represented, expressly or by implication to provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit.
6. **“Individual Defendants”** means Jeremy Lee Marcus, Craig Davis Smith, and Yisbet Segrea, and by whatever other names each may be known.
7. **“Person”** means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.
8. **“Relief Defendant(s)”** means JLMJP Pompano, LLC; 1609 Belmont Place LLC; 16 S H Street Lake Worth, LLC; 17866 Lake Azure Way Boca, LLC; 114 Southwest 2nd Street DBF, LLC; 110 Gloucester St., LLC; 72 SE 6th Ave., LLC; Fast Pace 69 LLC; Strategic Acquisitions Two, LLC; Halfpay International, LLC, also d/b/a 16 H.S. Street 12Plex LLC, 311 SE 3rd St., LLC, 412 Bayfront Drive, LLC, 110 Gloucester St., LLC, 72 SE 6th Ave., LLC, 114 SW 2nd Street JM, LLC, 8209 Desmond Drive, LLC, and HLFP, LLC; Halfpay NV LLC, also d/b/a Halfpay International LLC; Nantucket Cove of Illinois, LLC; Jack Marcus; Teresa Duda; and James Marcus, as well as any successors, assigns, subsidiaries, fictitious business entities, or business names created or used by these entities, or any of them.
9. **“Settling Defendant”** or **“Marcus”** means Jeremy Lee Marcus, and by whatever other names he may be known.
10. **“Telemarketer”** means any Person who, in connection with Telemarketing, initiates or

receives telephone calls to or from a customer or donor.

11. **“Telemarketing”** means any plan, program, or campaign that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

I. BAN ON CREDIT REPAIR PRODUCTS OR SERVICES

IT IS ORDERED that Marcus is permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promotion, offering for sale, or selling of any credit product or service.

II. BAN ON DEBT RELIEF PRODUCTS OR SERVICES

IT IS FURTHER ORDERED that Marcus is permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promotion, offering for sale, or selling of any debt relief product or service.

III. BAN ON FINANCIAL PRODUCTS OR SERVICES

IT IS FURTHER ORDERED that Marcus is permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling, or assisting others in the advertising, marketing, promotion, offering for sale, or selling of any financial product or service.

IV. BAN ON TELEMARKETING

IT IS FURTHER ORDERED that Marcus is permanently restrained and enjoined from engaging in telemarketing or assisting others engaged in telemarketing.

V. PROHIBITION AGAINST MISREPRESENTATIONS RELATING TO ANY PRODUCT, SERVICE, PLAN OR PROGRAM

IT IS FURTHER ORDERED that Marcus, Marcus’ officers, agents, employees and attorneys, and all other persons in active concert or participation with any of them, who receive

actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product, service, plan or program, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

- A. That Marcus is part of or affiliated with a non-profit entity or that it operates as such;
- B. That any person is affiliated with, endorsed or approved by, or otherwise connected to any other person, government entity, public, non-profit, or other non-commercial program, or any other program;
- C. That a consumer will receive legal representation;
- D. The person who will provide any product, service, plan, or program to any consumer;
- E. That any person providing a testimonial has purchased, received, or used the product, service, plan, or program;
- F. That the experience represented in a testimonial of the product, service, plan, or program represents the person's actual experience resulting from the use of the product, service, plan, or program under the circumstances depicted in the advertisement; or
- G. Any other fact material to consumers concerning any product, service, plan or program, such as: the total cost; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature or central characteristic.

VI. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS

IT IS FURTHER ORDERED THAT Marcus, Marcus' officers, agents, employees and attorneys, and all other persons in active concert or participation with any of them, who receive

actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or sale of any product, or service, are permanently restrained and enjoined from making any representation or assisting others in making any representation, expressly or by implication, about the benefits, performance, or efficacy of any product or service, unless the representation is non-misleading, and, at the time such representation is made, Marcus possesses and relies upon competent and reliable evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant fields, when considered in light of the entire body of relevant and reliable evidence, to substantiate that the representation is true.

VII. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment is entered in favor of Plaintiffs against Marcus, jointly and severally with any other Defendant in this action against whom judgment may be entered, as equitable monetary relief, in the amount of eighty-five million, three hundred twenty-six thousand, six hundred forty-eight dollars and forty-five cents (\$85,326,648.45), with post judgment interest at the legal rate.

B. The monetary judgment set forth in this Section VII shall be reduced by any amounts paid to the Plaintiffs pursuant to judgments in this action relating to other Defendants or Relief Defendants.

C. The monetary judgment set forth in this Section VII is enforceable against any asset, real or personal, whether located within the United States or outside the United States, owned jointly by, on behalf of, for the benefit of, or in trust by or for, Marcus, including whether

held as tenants in common, joint tenants with or without the right of survivorship, tenants by the entirety, and/or community property.

D. In partial satisfaction of the judgment against Marcus, any business entity, trust, financial or brokerage institution, escrow agent, title company, commodity trading company, law firm, or person, whether located within the United States or outside the United States, that holds, controls or maintains accounts or assets of, on behalf of, or for the benefit of, Marcus, whether real or personal, whether located within the United States or outside the United States, shall turn over such account or asset to the Commission, the Receiver, or their designated agent within ten (10) business days of receiving notice of this Order by any means, including but not limited to via facsimile or email.

E. In partial satisfaction of the judgment against Marcus, and to the extent he has not already done so, Marcus shall take all steps necessary to transfer or cause to be transferred to the Receiver or his designated agent within ten (10) days of the date of entry of this Order all legal and equitable right, title and interest to the following real property or the proceeds of the following real property:

i. 300 Royal Plaza Drive, Fort Lauderdale, Florida, 33301, Lot 1, plus the North 10.58 feet of Lot 2, Block 2, STILWELL ISLES, according to the Plat thereof, as recorded in Plat Book 15, Page 26, of the Public Records of Broward County, Florida;

ii. 1410 SW 3rd St., Pompano Beach, FL 33069, Tracts A, B and C, First Bankers Corporation Plat No. 1, according to plat thereof as recorded in Plat Book 118, Page 8, of the Public Records of Broward County, Florida;

iii. 1609 Belmont Place, Boynton Beach, FL 33436, Condominium Unit 1609, of The Residences of Belmont at Boynton Beach, a Condominium, according to the

Declaration of Condominium thereof, recorded in Official Records Book 16276, Page 381, of the Public Records of Palm Beach County, Florida, and all amendments thereto, together with its undivided share in the common elements;

iv. 630 SE 25th Ave., Fort Lauderdale, FL 33301, Lot 23, Block 1, of RIVIERA, according to the Plat thereof, as recorded in Plat Book 6, Page 17, of the Public Records of Broward County, Florida;

v. 114 SW 2nd St., Delray Beach, FL 33444, Lot 4, in Block 55, of C.H. Diggans, Subdivision of Block 55 of the Map of the Town of Linton (now Delray) Florida, a subdivision according to the plat thereof recorded in Plat Book 8, Page 58, of the Public Records of Palm Beach County, Florida;

vi. 603 Renaissance Lane, Delray Beach, FL 33483, Lot 5, of Renaissance Village, a subdivision according to the plat thereof recorded in Plat Book 94, Page 11, of the Public Records of Palm Beach County, Florida;

vii. 16 S H Street 1, Lake Worth, FL 33460, Lots 3 through 10, inclusive, in Block 15, of The Palm Beach Farms Company Plat No. 2, The Townsite of Lucerne (now known as Lake Worth), a subdivision according to the Plat thereof, as recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida;

viii. 422 Bayfront Drive, Boynton Beach, FL 33435, Condominium Unit 422, Building 4, OF BAYFRONT OF BOYNTON BEACH, A CONDOMINIUM, according to the Declaration of Condominium, thereof, as recorded in the Official Record Book 19055, at Page 298, as amended on February 28, 2006, and recorded on March 31, 2006, in Official Records Book 20131, at Page 1665, of the Public Records of Palm Beach County, Florida;

ix. 111 SW 2nd St., Delray Beach, FL 33444, Lot 17, Re-Subdivision South

Half of Block 54 Delray, according to the map or plat thereof, as recorded in Plat Book 11, Page 2, of the Public Records of Palm Beach County, Florida;

x. 116 SW 2nd St., Delray Beach, FL 33444, Lot 5, of C.H. DIGGANS

SUBDIVISION OF BLOCK 55 OF THE MAP OF THE TOWN OF LINTON (NOW DELRAY), FLORIDA, according to the Plat thereof, as recorded in Plat Book 8, Page 58, of the Public Records of Palm Beach County, Florida;

xi. 80 Nottingham Place, Boynton Beach, FL 33426, Lot 80, Carriage Pointe

Townhomes, a P.U.D., according to the map or plat thereof as recorded in Plat Book 102, Page(s) 125, Public Records of Palm Beach County, Florida;

xii. 211 SE 4th Ave., Delray Beach, FL 33483, Lot 18 and 19, ROEBUCKS

RESUBDIVISION OF BLOCK 103, DELRAY, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 2, Page 19, lying and being in Palm Beach County, Florida;

xiii. 311 3rd St., Delray Beach, FL 33483, The West 65.75 feet of Lot 24,

Block 95, Linn's Addition to Osceola Park, according to plat thereof as recorded in Plat Book 1, Page 133, of the Public Records of Palm Beach County, Florida;

xiv. 7190 Brickyard Cir., Lake Worth, FL 33467, Lot 212, LAKEVIEW

ESTATES PHASES 3 THRU 5, according to the map or plat thereof, as recorded in Plat Book 84, Page 182, of the Public Records of Palm Beach County, Florida;

xv. 225 N H Street 1, Lake Worth, FL 33460, Lots 19 and 20, Block 56,

Townsite of Lucerne (now known as Town of Lake Worth), according to plat thereof as recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida;

xvi. 221 N H Street 1, Lake Worth, FL 33460, Lots 21 and 22, Block 56,

Townsite of Lucerne (now known as Town of Lake Worth), according to the Plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida;

xvii. 219 N H Street 1, Lake Worth, FL 33460, Lots 23 and 24, Block 56,

Townsite of Lucerne (now known as Town of Lake Worth), according to the Plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida;

xviii. 3716 Embassy Drive, West Palm Beach, FL 33401, President Country

Club Lot 157, Plat IV, The Presidential Country Club, according to the Plat thereof, recorded in Plat Book 31, Page 107 and Official Record Book 27734, Page 1847 of the Public Records of Palm Beach County, Florida;

xix. 412 Bayfront Drive, Boynton Beach, FL 33435, Condominium Unit 412,

Building 4, OF BAYFRONT OF BOYNTON BEACH, A CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in the Official Record Book 19055, Page 298, and all subsequent amendments thereto including Official Record Book 27388, Page 248 of the Public Records of Palm Beach County, Florida; and

xx. 72 SE 6th Ave., Apt F, Delray Beach, FL 33483, Lot 23 of

COURTYARDS OF DELRAY, according to the Plat thereof, as recorded in Plat Book 88, page 124 of the Public Records of Palm Beach County, Florida. Together with: A portion of Tract "B-3" Courtyards of Delray, according to the Plat thereof as recorded in Plat Book 88, Page 124 and Official Record Book 27388, Page 251 the Public Records of Palm Beach County, Florida (collectively, the "Real Property").

The Receiver or his designated agent shall liquidate the Real Property and add the proceeds from the sale to the receivership estate. Any fees, taxes or other payments mandated by law from the sale will be paid from the proceeds of the sale.

F. In partial satisfaction of the judgment against Marcus, and to the extent he has not already done so, Marcus shall take all steps necessary to transfer or cause to be transferred to the Receiver or his designated agent within ten (10) days of the date of entry of this Order all legal and equitable right, title and interest to all assets, including the right to litigate claims or the proceeds of any litigated claims, of the following business entities: Financial Freedom National, Inc.; 321Loans, Inc.; Instahelp America, Inc.; Helping America Group, LLC; Breeze Financial Solutions, Inc.; US Legal Club, LLC; Active Debt Solutions, LLC; Guardian LG, LLC; American Credit Security, LLC; Paralegal Support Group LLC; Associated Administrative Services, LLC; JLMJP Pompano, LLC; JLM Capital LLC; Cockburn Holdings LLC; 1609 Belmont Place LLC; 16 S H Street Lake Worth, LLC; 17866 Lake Azure Way Boca, LLC; 114 Southwest 2nd Street DBF, LLC; 110 Gloucester St., LLC; 72 SE 6th Ave., LLC; Fast Pace 69 LLC; Strategic Acquisitions Two, LLC; Halfpay International, LLC; Halfpay NV LLC; Nantucket Cove of Illinois, LLC; Client Support Team, LLC; Cockburn & Associate LLC; Sunshine Solutions d/b/a Cockburn & Associate LLC; White Light Media, LLC; Discount Marketing II, LLC; Discount Marketing USA S.A.; National Arms, LLC; Glasswell Capital, LLC; First Rate Holdings, LLC; HLFP, LLC; HP Properties Group, Inc.; HP Media, Inc.; JLM85 Management, LLC; NOTT8PB, LLC; Omni Financial Management Inc.; Omni Management Partners LLC; Opaque LLC; Shielded Network LLC; 111 SW 2nd St., LLC; 114 SW 2nd Street DBF LLC; 116 SW 2nd St., LLC; 211 SE 4th Ave, LLC; 311 SE 3rd Ave., LLC; 412 Bayfront Drive, LLC; 422 Bayfront Drive, LLC; 8209 Desmond Drive, LLC; 1901 Abbey Rd, LLC; Brick

7190, LLC; Viking Management Services, LLC; Pro Star, LLC; Summit Management, LLC; Blue42, LLC; Timing is Everything, Inc.; Love Scotch, Inc., and Helping America Borrow, Inc. (“Business Entities”).

G. In partial satisfaction of the judgment against Marcus, and to the extent he has not already done so, Marcus shall take all steps necessary to transfer or cause to be transferred to the Receiver or his designated agent within ten (10) days of the date of entry of this Order all legal and equitable right, title and interest to all assets, including the right to litigate claims or the proceeds of any litigated claims, of the following trusts: FFN Business Trust; 321Loans Business Trust; Instahelp America Business Trust; BFS Business Trust; Helping America Borrow Business Trust; Associated Administrative Service Business Trust; ACS Business Trust; Active Debt Solutions Business Trust; First Rate Holdings Business Trust; HLFP Business Trust; 17866 Lake Azure Way Boca Business Trust; US Legal Club Business Trust; Guardian LG Business Trust; Halfpay International Business Trust; JLMLP Pompano Business Trust; Paralegal Support Group Trust; Omni Management Partners Trust; JLM85 Management Business Trust; Glasswell Capital Business Trust; Cockburn & Associates Business Trust; Opaque LLC Trust; Discount Marketing II Trust; MD Marketing Business Trust; HP Property Group Business Trust; HP Media Business Trust; Blue42 LLC Business Trust; 111 SW 2nd Street Business Trust; 211 SE 4th Avenue Business Trust; 311 SE 3rd Street Business Trust; 603 Renaissance Lane Business Trust; 80 Nottingham Place Business Trust; 630 SE 25th Avenue Business Trust; 114 SW 2nd Street Business Trust; 1609 Belmont Place Business Trust; 16 S H Street Lake Worth Business Trust; Jean Pierre Trust #1; Jean Pierre Trust #2; Jean Pierre Trust #3; and JK94321 Trust (“Business Trusts”).

H. In partial satisfaction of the judgment against Marcus, Marcus shall transfer and assign to the Receiver all tax refunds that may become due and owing to Marcus, including refunds from any of the Business Entities or Business Trusts, for the years 2018 and all prior tax years. To facilitate the foregoing, Marcus:

- i. authorizes the Receiver to engage the KapilaMukamal, LLP accounting firm (“KM”) to prepare Marcus’ tax returns in accordance with applicable federal and state tax laws, rules and regulations;
- ii. shall cooperate with the Receiver and KM by timely furnishing all information and documents, including executing any documents, as either of them may request to prepare such tax returns within five (5) days of request by either of them;
- iii. shall execute a power of attorney granting the Receiver and KM authority to communicate with taxing authorities, sign and file all personal tax returns on Marcus’ behalf and to endorse and deposit all tax refunds received;
- iv. shall execute all documents at the Receiver’s request to create a perfected security interest in favor of the Receiver in any tax refunds;
- v. shall not independently amend any tax return(s) or otherwise interfere with the right of the Receiver to collect tax refunds, including by pledging, liening, hypothecating, diverting, or seeking to divert, any rights to tax refunds; and
- vi. shall request that the taxing authorities directly deposit any refund checks into the Receiver’s account or if the taxing authority cannot direct deposit, to request that the taxing authority send any and all refunds directly to the Receiver.

The Receiver shall deliver copies of all returns, including any subsequently filed amended returns, filed for the relevant tax years to the FTC within three (3) days of filing the

returns, and shall thereafter add all such tax refunds received to the receivership estate. *Provided*, the Receiver shall under no circumstances be responsible to pay taxes on behalf of Marcus or any entity over whom the Receiver has not been appointed receiver, and any such taxes shall remain the obligation of Marcus and those other entities.

I. In partial satisfaction of the judgment against Marcus, and to the extent he has not already done so, Marcus shall deliver to the Receiver, or his designated agent, within ten (10) days of entry of this Order, possession of the following personal property:

- i. 2015 Range Rover Autobiography (VIN: SALGV2TF3FA216853);
- ii. 2015 BMW I8 (VIN: WBY2Z2C58FVX64920);
- iii. 2014 Sea-Doo Wake 155 Jet Ski, ID – YDV53865E414, Vessel # FL 8569PW, Title # 118364979;
- iv. 2015 Sea-Doo Wake 155 Jet Ski, ID – YDV53865E415, Vessel # FL 8568PW, Title # 118364811;
- v. 2015 Trailer, Plate GVG09, VIN 1ZJBB1611FM091188, Decal 00843054;
- vi. One 5.03 carat round diamond (F, SI1, super ideal, GIA certified), together with one custom, knife-edge solitaire ring in platinum;
- vii. Three Rolex watches (one Rolex Sky-Dweller chronograph watch, 18 karat gold with Oyster bracelet (s/n 24Y65848); additional Rolex Sky-Dweller watch; one Rolex Datejust watch, Oyster Perpetual, stainless steel with diamond markers and diamond bezel); one Audemars Piguet watch, Royal Oak Offshore, with gold case and bracelet (No. 0066, s/n H4911);

and one Louis Vuitton watch, with stainless steel and gold appointments
(model SY8868, s/n Q118N);

- viii. Precious and replica precious metals collection, including 15 Indianhead Liberty one-ounce .9999 fine gold coins; 199 Morgan one-ounce copper coins; and 79 Indianhead Liberty one-ounce copper coins;
- ix. Three Louis Vuitton designer handbags and one Chanel designer handbag;
- x. Gun collection containing approximately 12 guns and one large C.E. gun safe;
- xi. One bottle of 1969 Duncan Taylor single malt scotch whiskey, distilled at Macallan, along with hand-made wood case containing papers and authenticity; and
- xii. Additional inventory of personal property described in Appendix "A."

J. In partial satisfaction of the judgment against Marcus, and to the extent he has not already done so, within ten (10) business days from receipt of this order, Marcus shall cause the following persons and entities to transfer to the Commission, the Receiver, or their designated agent all assets held by each of them for Marcus in the accounts described in Appendix "B."

K. Marcus shall cooperate fully with the Plaintiffs and the Receiver and shall take such steps as any of them may require to transfer possession of the assets listed in this Section VII and to assist in the final liquidation of the assets, including executing any documents, procuring the signatures of any person or entity under his control, providing access to the assets, providing any necessary information, and turning over the assets.

L. Marcus relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and assets previously turned over to the Receiver, and may not seek the return of any assets.

M. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Plaintiffs, including in a proceeding to enforce their rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

N. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Plaintiffs pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

O. Marcus acknowledges that his Taxpayer Identification Numbers (Social Security Numbers), which he previously submitted to the Plaintiffs, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

P. All money paid to the Plaintiffs pursuant to this Order (“joint monies”) shall be deposited into a fund administered by the Commission or its designee on behalf of both the Commission and the State of Florida. This fund shall be used for equitable relief, including but not limited to redress to consumers, and any attendant expenses for the administration of any such equitable relief. In the event that the Commission determines that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, Plaintiffs may, in their discretion, apply any remaining money for such other equitable relief (including consumer information remedies) as they determine to be reasonably related to Defendants’ practices alleged in the Complaint.

Q. All joint funds not used for the equitable relief described in Paragraph P of this Section shall be divided equally between the Commission and the State of Florida, with half to be deposited to the U.S. Treasury, and half to be deposited to the State of Florida Department of Legal Affairs' Trust Fund, which may be applied as costs and fees.

R. Marcus has no right to challenge any actions the Plaintiffs or their representatives may take pursuant to this Section.

S. The Plaintiffs may request any tax-related information, including tax returns, amended tax returns and any other filings, that Marcus has the authority to release. Within fourteen (14) days of receipt of a written request from either Plaintiff, Marcus must take all necessary steps (such as filing a completed IRS Form 4506 or 8821) to cause the Internal Revenue Service or other tax authority to provide the information directly to the Plaintiffs.

T. Pursuant to Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), any consumer reporting agency may furnish a consumer report concerning Marcus to the Plaintiffs, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

U. The asset freeze imposed by the Court's Preliminary Injunction Order (D.E. 21) is modified to permit the asset transfers and payments identified in this Section VII.

VIII. RECEIVERSHIP

IT IS FURTHER ORDERED that:

A. Except as modified by this Section, the receivership imposed by the Court will continue as set forth in the Preliminary Injunction Order entered on May 17, 2017 (D.E. 21) and Order Granting Receiver Jonathan E. Perlman's Agreed Verified Motion to Expand Receivership entered on July 31, 2017 (D.E. 102).

B. The Receiver must take all steps necessary to immediately wind down the affairs and liquidate the assets of the Receivership Defendants, as well as the assets of the Individual Defendants surrendered to the Receiver, including those assets surrendered to the Receiver pursuant to Section VII of this Order, from wherever and in whatever form they may be located.

C. The Receiver will continue to be entitled to compensation for the performance of his duties pursuant to this Order from the assets of the Receivership Defendants. Within ninety (90) days after entry of this Order, and every ninety (90) days thereafter until completed, the Receiver must file with the Court an accounting and request for the payment of such reasonable compensation.

D. Upon the liquidation of any asset held by or surrendered to the Receiver, the Receiver must, at the FTC's request, immediately transfer all funds to the FTC or its designated representative. In addition to any costs, fees and expenses awarded by the Court that have not yet been paid, the Receiver is authorized to withhold a reasonable sum, not to exceed ten (10) percent of the then-current liquid assets for costs, fees and expenses.

E. Upon approval of the Receiver's final report and request for payment, but no later than eighteen (18) months after entry of this Order, the receivership will be terminated, and all funds remaining after payment of the Receiver's final approved payment must be remitted immediately to the FTC or its designated representative.

F. Any party or the Receiver may request that the Court extend the Receiver's term for good cause.

IX. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Marcus, Marcus' officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive

actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from directly or indirectly:

A. Failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Marcus must provide it, in the form prescribed by the Commission, within fourteen (14) days.

B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that Marcus obtained prior to entry of this Order in connection with the advertising, marketing, promotion, offering for sale, or sale of any debt relief, credit repair or financial product or service; and

C. Failing to destroy such customer information in all forms in his possession, custody, or control within thirty (30) days after receipt of written direction to do so from a representative of the Commission.

Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

X. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Marcus obtain acknowledgments of receipt of this Order:

A. Marcus, within seven (7) days of entry of this Order, must submit to Plaintiffs an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For twenty (20) years after entry of this Order, Marcus, for any business that he individually or collectively with any other Defendant, is the majority owner or controls directly or indirectly, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which Marcus delivers a copy of this Order, Marcus must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

XI. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Marcus make timely submissions to the Commission:

A. Six months after entry of this Order, Marcus must submit a compliance report, sworn under penalty of perjury:

1. Marcus must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Plaintiffs may use to communicate with him; (b) identify all of his businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Marcus must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how he is in

Acknowledgment obtained pursuant to this Order, unless previously submitted to the Plaintiffs.

2. Additionally, Marcus must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which he performs services whether as an employee or otherwise and any entity in which he has any ownership interest; and (c) describe in detail his involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For twenty (20) years after entry of this Order, Marcus must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. Marcus must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defendant or any entity that Marcus has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, Marcus must report any change in: (a) name, including alias or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which he performs services whether as an employee or otherwise and any entity in which he has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Marcus must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against him within fourteen (14) days of its filing.

D. Any submission to the Plaintiffs required by this Order to be sworn under penalty

of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding:

“I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission’s representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *FTC v. Jeremy Lee Marcus, et al.*, X170037.

F. Unless otherwise directed by the State of Florida’s representatives, all submissions to the State of Florida Office of the Attorney General must be sent to Ryann Flack, Assistant Attorney General, Consumer Protection Division, Office of the Attorney General State of Florida, SunTrust International Center, 1 SE 3rd Avenue, Suite 900, Miami, Florida 33131.

XII. RECORDKEEPING

IT IS FURTHER ORDERED that Marcus must create certain records for twenty (20) years after entry of the Order, and retain each such record for five (5) years. Specifically, Marcus, for any business in which he individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, must create and retain the following records:

A. Accounting records showing the revenues from all goods or services sold;

B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;

C. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Plaintiffs; and

E. A copy of each unique advertisement or other marketing material.

XIII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Marcus' compliance with this Order, including the financial representations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order:

A. Within fourteen (14) days of receipt of a written request from a representative of a Plaintiff, Marcus must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Plaintiffs are also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Plaintiffs are authorized to communicate directly with Marcus. Marcus must permit representatives of the Plaintiffs to interview any employee or other person affiliated with him who has agreed to such an interview. The person interviewed may have counsel present.

C. The Plaintiffs may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Marcus or any individual or entity affiliated with him, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

D. Upon written request from a representative of a Plaintiff, any consumer reporting agency must furnish consumer reports concerning Marcus, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

XIV. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED THAT this Court shall retain jurisdiction of this matter for all purposes.

SO ORDERED, this 20th day of April, 2018, at 2:53 pm.

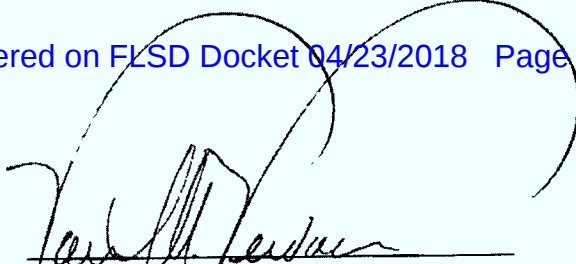


THE HONORABLE FEDERICO A. MORENO
United States District Court Judge
Southern District of Florida

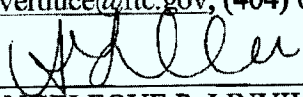
SO STIPULATED AND AGREED:

FOR PLAINTIFFS:

Dated: 4.12.18



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**ATTORNEYS FOR PLAINTIFF
STATE OF FLORIDA**

SO STIPULATED AND AGREED:

FOR PLAINTIFFS:

Dated: _____

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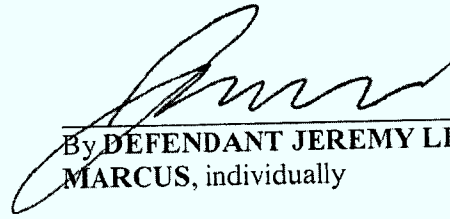
Victoria Butler #861250 for

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FOR DEFENDANT JEREMY LEE MARCUS:

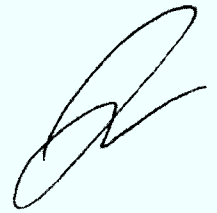
Dated: 3/27/2018


By **DEFENDANT JEREMY LEE
MARCUS**, individually

Dated: _____

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**COUNSEL FOR DEFENDANT
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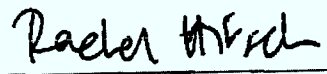


FOR DEFENDANT JEREMY LEE MARCUS:

Dated: 3/27/2018


By **DEFENDANT JEREMY LEE
MARCUS**, individually

Dated: 3/27/2018



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