

SETTLEMENT AGREEMENT

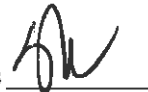
Plaintiff Office of the Attorney General, Department of Legal Affairs, State of Florida (the "Department" or "Plaintiff"); Defendants Smart Savings Center, LLC, RSOP Holdings LLC, RSOP Holdings Delaware LLC, Xacti LLC, Xacti Global, LLC, Rebategiant.com LLC, Discount Movie Sale LLC, DiscountPosterSale.Com, LLC, DiscountBookSale.Com, LLC, BestBrandValues.Com, LLC, SmartSavingsCenter.Com LLC, HotBooksSale.Com LLC, HotMovieSale.Com LLC, RoyalArcade.Com, LLC, Best Buyer Discounts, LLC, and Nuvaceutical, LLC (the "Defendants"); and Robert Oesterlund, individually (Defendants and Robert Oesterlund collectively hereinafter constitute the "Settlement Parties"), enter into this Settlement Agreement for the purpose of resolving all issues pertaining to the present cause.

RECITALS

WHEREAS, Plaintiff initiated an investigation into the business acts and practices of certain persons and entities, including the Settlement Parties, and subsequently filed a complaint against Defendants alleging Unfair and Deceptive Trade Practices pursuant to Florida Statutes Chapter 501, Part II. A true and correct copy of the Complaint is provided as **Exhibit A** hereto.

WHEREAS, Defendants deny each and every allegation in Plaintiff's Complaint and have put forth Affirmative Defenses and Counterclaims. A true and correct copy of the Answer, Affirmative Defenses and Counterclaims is provided as **Exhibit B** hereto.

WHEREAS, Defendants RSOP Holdings, LLC, Smart Savings Center, LLC, Xacti, LLC, Xacti Global, LLC, BestBrandValues.Com, LLC, Discount Book Sale, LLC, Discount Movie Sale, LLC, DiscountPosterSale.Com, LLC, Best Buyer Discounts, LLC,

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HotBookSale.Com, LLC, HotMovieSale.Com, LLC and Nuvaceutical, LLC are active Florida limited liability companies with their principal places of business registered as 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431. RSOP Holdings Delaware, LLC and SmartSavingsCenter.Com, LLC are active Delaware Limited Liability Companies with principal places of business located at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431. RebateGiant.Com, LLC and RoyalArcade.Com, LLC are inactive Florida limited liability companies with a principal place of business registered as 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

WHEREAS, Robert Oesterlund does not reside in the United States but for the purposes of this AVC has a mailing address of 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431. Robert Oesterlund has an ownership interest in RSOP Holdings, LLC and RSOP Holdings Delaware, LLC, the parent entities to most of the Defendant entities. The parties intend this Settlement Agreement to be binding in its entirety on the Settlement Parties.

WHEREAS, the parties to this action consider this a fair and equitable resolution to the current action;

WHEREAS, the Settlement Parties enter into this Settlement Agreement without any admission either of guilt or that the Settlement Parties have violated the law.

THEREFORE, it is hereby agreed as follows:

I. DEFINITIONS

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

1.1 **“Negative Option”** is defined as any transaction in which a seller interprets a customer’s failure to take an affirmative action, either to reject an offer or to cancel an agreement, as assent to be charged for goods or services.

1.2 **“Trial Offer”** as used herein means a type of negative option in which there is an offer to provide a trial period of products or services to consumers, whether free or requiring payment therefore, where, as a result of accepting the trial period, consumers are required to contact Settlement Parties prior to the expiration of the trial period to avoid receiving additional products or services to avoid incurring a future financial obligation.

1.3 **“Clear and Conspicuous”** (including **“Clearly and Conspicuously”**) means that a statement, representation, claim, disclosure or term being conveyed is presented in a way that a consumer will notice and understand it. The following, without limitation, shall be considered in determining whether a statement, claim, term, or representation is clear and conspicuous:

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 and understandable, and likely to be read by the person to whom it is directed; and if written or conveyed electronically, that is not buried on the back or bottom, or in unrelated information or placed on the page where a person would not think it important to read;

b. 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;

c. whether it is near to or in close proximity to the statement, representation, claim, or term it clarifies, modifies, explains, or to which it otherwise relates;

d. whether it contradicts, or renders ambiguous or confusing, any other information with which it is presented;

e. whether, if in association with a Negative Option Plan as defined herein, the terms and conditions of the Negative Option Plan are segregated from other terms and conditions of the offer;

f. whether, if it is oral, it is at an understandable pace and in the same tone and volume as the sales offer;


g. whether it appears for a duration sufficient to allow listeners or viewers to have a reasonable opportunity to notice, read, or otherwise understand;

h. whether the language and terms used are commonly understood by the consumer in the context in which they are used;

i. 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;

j. 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 above the fold;

k. whether the disclosure, term, condition or representation appears on the Internet on a co-registration order path in which numerous offers for various goods and services are represented to be free, and the consumer is required to accept a certain number of offers.



II. INJUNCTIVE PROVISIONS

2. The Department has not formally approved of any of the Settlement Parties' past, current or proposed business practices. No portion of this Settlement Agreement shall be construed as such an approval. Notwithstanding the foregoing, the disclosures regarding Settlement Parties' Negative Option terms and conditions and Trial Offer as displayed in the screenshots provided by Settlement Parties' as **Exhibit C** hereto do not violate this Settlement Agreement.

3. The Settlement Parties and their representatives, agents, employees, successors, assigns or any other person who acts under, by, through, or on behalf of any of the Settlement Parties, directly or indirectly, or through any corporate or other device, shall:

a. Comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes and Florida Statutes, Section 501.1377;

b. Comply with the CAN-SPAM Act, the Telemarketing Sales Rule, and other federal statutes and regulations as applicable to the Settlement Parties' marketing programs;

c. For all Websites, Pop-Up Windows, Links, Chat Boxes or other vehicles through which consumers may enter into a Negative Option arrangement/account/membership with Settlement Parties:

- i. Clearly and Conspicuously delineate the differentiating costs of any product to those consumers who do choose to select any Negative Option membership and/or Trial Offer as compared to those who do not select any available Negative Option membership and/or Trial Offer;



ii. Describe all terms and conditions of any Negative Option offer and/or agreement in a Clear and Conspicuous manner and in a prominent location where it is likely that the consumer will see the terms and conditions before the consumer incurs a financial obligation, including but not limited to the following:

- 1) If applicable, that the consumer will be automatically charged on a recurring basis, including the details as to timing, frequency and amount of the recurring charge; and
- 2) That charges will continue unless and until the consumer affirmatively cancels prior to the renewal date;

iii. Obtain each consumer's affirmative consent to any Negative Option offer by placing the Negative Option terms and conditions, including but not limited to billing terms, in close proximity to and directly above the Submit button, or alternatively via a pop-up box, whereby the consumer completes his or her order, without the use of pre-checked boxes;

iv. Clearly and Conspicuously disclose to customers the billing terms and conditions of any Trial Offer, including the following:

- 1) The duration of the Trial Offer, including details allowing a consumer to determine exactly when the Trial Offer begins and ends;
- 2) The specific methods by which a consumer may cancel the Trial Offer and avoid further charges or at any time thereafter; and

- 3) When a consumer will incur charges and amount of charges that a consumer will incur if said consumer does not cancel during a Trial Offer;

d. Post-Transaction Correspondence:

- i. Clearly and Conspicuously disclose the terms and conditions of any Negative Option and/or Trial Offer in any correspondence to a consumer initiated by Settlement Parties following a consumer's payment to Settlement Parties, including but not limited to the "Order Confirmation" email;
- ii. Refrain from utilizing words or phrases known to activate spam filters to block incoming emails in any and all post-transaction correspondence with consumers, unless such phrase is reasonably necessary to the information being conveyed to the consumer within the specific correspondence. The 2013 list of such words and phrases is contained in **Exhibit D**, attached hereto and incorporated herein. By incorporating **Exhibit D**, Settlement Parties represent that they have knowledge of same and shall continue to stay apprised of changes in the list;

e. Customer Service: Clearly and conspicuously disclose to customers how and when products may be returned and maintain adequate customer service capacity to facilitate cancellations requests. This provision specifically requires Settlement Parties to:

- i. Charge consumer's debit or credit cards on a date that does not change with each billing period, and shall use the same billing descriptor each time;
 - ii. Provide consumers a 30-day advance notice of fee increases via the same email address last known to Settlement Parties;
 - iii. Obtain written confirmation from consumers of their desire to continue membership service(s) prior to increasing by more than five dollars (\$5.00) or fifty percent (50%), whichever is lesser, the fee that consumers are charged for any automatic renewal membership/account(s);
 - iv. Send an account reminder letter via email and regular mail to all Negative Option membership/account holders with no activity for six (6) months following the date the consumer registered as a member/account holder with Settlement Parties;
- f. Cancellations/Refunds: Settlement Parties shall:
- i. Disclose to consumers whether the consumer will incur any financial expense, such as postage, shipping or restocking, if the consumer returns the product;
 - ii. Terminate the enrollment of any and all consumers who are enrolled in Settlement Parties Negative Option memberships if and when they desire to terminate same. As part of this Settlement Agreement, Settlement Parties shall immediately stop billing a consumer upon receipt of a request to terminate enrollment/membership and shall not knowingly, purposely

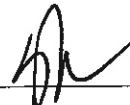
or intentionally impede the methods of cancellation and will fully honor any and all requests that comply with Clearly and Conspicuously disclosed terms and conditions;

- iii. Clearly and Conspicuously disclose Settlement Parties' refund policy, comply with all State and Federal regulations regarding refunds and abide by the Clearly and Conspicuously disclosed refund policy;
- iv. Send each consumer who requests to terminate enrollment/membership an email confirming cancellation within 24 hours of Defendants' receipt of the request for termination to the consumer's last known email address; and
- v. Continue to process requests for refunds from consumers who, in accordance with Defendants' Clearly and Conspicuously disclosed terms and conditions, attempted to cancel or terminate their Orders from Settlement Parties in a timely fashion but were unable to do so in the past, for any reason;

4. Settlement Parties will not affect any change in the form of doing business or organizational identity as a method of avoiding the terms and conditions set forth in this Settlement Agreement.

III. STIPULATED PAYMENTS

5. Settlement Parties shall pay a total of THREE HUNDRED THOUSAND DOLLARS AND 00/100 (\$300,000.00), made payable in certified funds or wire transfer to the Department of Legal Affairs, which shall be used by the Department first to pay the claims of

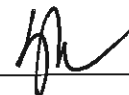


any and all individuals who have lodged complaints against Defendants with various Florida state and county governmental entities and who have not received full refunds, including without limitation the individuals identified on **Exhibit E** hereto (collectively with the amount set forth in Paragraph 7, "Stipulated Payments"). The Department shall provide Settlement Parties with a record of amounts refunded to Defendants' customers pursuant to this Settlement Agreement.

6. Thereafter, any residue from the amount set forth in Paragraph 5 shall revert to the **Department of Legal Affairs Revolving Trust Fund** to be utilized to reimburse the Department for attorneys' fees and investigative fees incurred in this matter and/or future monitoring and enforcement. The manner in which the funds are to be distributed shall be within the sole discretion of the Office of the Attorney General.

7. In addition, Settlement Parties further agree to make a charitable contribution to Seniors v. Crime, Inc., in the amount of TWO HUNDRED THOUSAND DOLLARS AND 00/100 (\$200,000.00) (collectively with the amount set forth in Paragraph 5, "Stipulated Payments") for educational, investigative and crime prevention programs for the benefit of senior citizens and the community as a whole as senior citizens were among the consumer complainants to this matter. These funds shall be payable in their entirety by cashier's check or other certified funds deliverable to the Department pursuant to Paragraph 9, infra, made payable to **Seniors vs. Crime, Inc.**

8. Any failure to timely pay the full amounts of the Stipulated Payment herein shall render the Settlement Parties in default of this Settlement Agreement and shall entitle the Department to immediate entry without further hearing or submission of evidence of a stipulated final judgment against Settlement Parties in the amount of \$750,000.00 for consumer restitution,

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attorneys' fees, investigative fees and/or future monitoring and enforcement in addition to the injunctive relief set forth herein supra.

9. Settlement Parties' legal counsel will hold all payments made by Settlement Parties pursuant to this Settlement Agreement in escrow until such time as the court has signed the order dismissing and closing this case and accepting this Settlement Agreement. Settlement Parties' legal counsel will deliver any and all monetary payments due under this Settlement Agreement and held in escrow within seven (7) business days of Settlement Parties' legal counsel's receipt of notice that the Court has signed the order dismissing and closing this case. Payments due under this Settlement Agreement shall be delivered to Katherine A. Kiziah, Esq., Consumer Protection Division, Office of the Attorney General, 1515 N. Flagler Drive, Suite 900, West Palm Beach, Florida 33401-3432.

IV. BUSINESS RECORDS

10. Any personal or financial information provided by or relating to consumers in the custody or possession of Settlement Parties shall be securely stored in such a manner as to reasonably protect against inadvertent disclosure of consumer information.

11. Plaintiff and Settlement Parties agree to retain documents and other information, in their respective possession, reasonably sufficient to establish compliance with the provisions of this Settlement Agreement for two (2) years from the Effective Date of this Settlement Agreement, and shall make such books and records available to the Department within twenty (20) days of any reasonable written request.

V. FUTURE VIOLATIONS

12. It is hereby agreed by the parties that any failure to comply with the terms and

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conditions of this Settlement Agreement is, by statute, prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes, and shall subject the Settlement Party or Parties at issue to civil penalties, as well as all applicable attorneys' fees and costs. In the event of a breach of the terms of this Settlement Agreement, the Settlement Parties 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 Parties 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 Settlement Parties for violation of FDUTPA or this Settlement Agreement. Notwithstanding anything to the contrary, Settlement Parties will have the right to challenge the facts underlying any such alleged breach of this Settlement Agreement and to present evidence in rebuttal of the Department's prima facie case in a court of law.

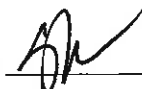
13. If the Department believes that a breach of this Settlement Agreement has occurred, the Department shall give written notice to the responsible Settlement Party(ies) of the specific alleged breach. The Settlement Party or Parties so notified shall have twenty (20) days from the date of the notice to cure the asserted breach and to provide a response to the Department to that effect. Alternatively, the responsible Settlement Party or Parties shall provide to the Department a response that shall include (a) a statement explaining why the responsible Settlement Party or Parties believe(s) the conduct at issue is or is not in compliance with the Settlement Agreement; (b) an explanation of the facts and circumstances at issue in the alleged breach; and, if applicable, (c) a statement that the alleged breach cannot be reasonably

cured within twenty (20) days from the receipt of the notice, but a detailed statement as to how the responsible Settlement Party or Parties have begun to take corrective action to cure the alleged breach and a sworn affidavit attesting that the responsible Settlement Party or Parties are pursuing such corrective action with reasonable and due diligence and proposing a detailed and reasonable timetable for curing the alleged breach. The Department agrees to refrain from filing an enforcement action with respect to enforcement or compliance with this Settlement until the expiration of that twenty (20) day period.

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

VI. CLOSURE OF INVESTIGATION

15. Upon execution of this Settlement Agreement and promptly following complete payment of the Stipulated Payments required hereunder, and provided Settlement Parties are otherwise in compliance with the terms of this Settlement Agreement, Plaintiff will submit the Joint Stipulation for Dismissal Upon Settlement, attached hereto as **Exhibit F**, and petition the Court to enter the Order substantially in the form attached hereto as **Exhibit G** and retaining jurisdiction solely for the purpose of enforcing this Settlement Agreement. A copy of this Settlement Agreement will be submitted to the Court in connection with said motion. The Settlement Parties shall provide any assistance or cooperation as may be reasonably requested in connection with said motion. The Court shall retain jurisdiction over this matter and over all Settlement Parties including both Defendants and Robert Oesterlund for the purposes of enforcement of any provision of this Settlement Agreement and for sanctions or other punishment for any violation of this Settlement Agreement. Upon execution of this Settlement



Agreement, the Department agrees to close its investigation into the activities of Settlement Parties (including Settlement Parties' affiliates, owner(s), managers, officers, directors, employees and representatives) and Settlement Parties (including Settlement Parties' affiliates, owner(s), managers, officers, directors, employees and representatives) shall be released from liability related to the allegations which were raised or which could have been raised by the Department in its Complaint (Exhibit A hereto) for activities which occurred prior to the Effective Date of this Settlement Agreement.

16. The parties agree that this Settlement Agreement has been entered into in reliance upon the truthfulness of the information provided by the parties to each other.

VII. EFFECTIVE DATE OF SETTLEMENT AGREEMENT

17. Provided that the Court signs the Order approving this Settlement Agreement and closing the case, it is further agreed by the parties that the Effective Date of this Settlement Agreement shall be the date of its execution and delivery by all the parties, including each of the parties reflected by the signature lines below. Acceptance by the Office of the Attorney General shall be established by the signature of the Deputy Attorney General. The receipt by the Office of the Attorney General of any monies pursuant to the Settlement Agreement does not constitute acceptance by the Office of the Attorney General, and any monies received shall be returned to Settlement Parties if this Settlement Agreement is not accepted and executed by the Associate Deputy Attorney General.

VIII. NOTICE TO PARTIES

18. It is further agreed that facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this Settlement Agreement.

It is further agreed that future notice to any of the parties to this Settlement Agreement may be made by notice sent certified mail to at the addresses set forth below unless either party notifies the other by certified mail of another address to which notices should be provided.

IX. CONSTRUCTION OF SETTLEMENT AGREEMENT

19. It is further agreed that the parties jointly participated in the negotiation of the terms of this Settlement Agreement. No provision of this Settlement Agreement shall be construed for, or against, any party, on the grounds that one party had more control over establishing the terms of this Settlement Agreement, than another. This Settlement Agreement may be signed in counterparts, which together shall constitute one agreement.

20. Nothing in this Settlement Agreement shall be construed as a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Settlement Parties or any other person or entity unless expressly stated herein.

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

22. This Settlement Agreement does not constitute a finding of law or fact by any court or agency that Settlement Parties (including Settlement Parties' affiliates, owner(s), managers, officers, directors, employees and representatives) have engaged in any act or practice declared unlawful by any laws, rules or regulations of the State of Florida, and neither party shall make any statement to the contrary. Settlement Parties and the Department are each prepared to enter into this Settlement Agreement solely for the purpose of resolution and cooperation.



23. The Department and the Settlement Parties represent and warrant to each other that the Recitals are true. The Recitals are hereby incorporated into this Settlement Agreement.

24. This Settlement Agreement represents the complete agreement between the Department and Settlement Parties (including Settlement Parties' affiliates, owner(s), managers, officers, directors, employees and representatives). Any amendment to this Settlement Agreement must be in writing and must be signed by all of the parties.

In witness whereof, Settlement 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.

SMART SAVINGS CENTER, LLC, RSOP HOLDINGS LLC,
RSOP HOLDINGS DELAWARE LLC, XACTI LLC,
REBATEGIANT.COM, LLC,
DISCOUNT MOVIE SALE LLC,
DISCOUNTPOSTERSALE.COM LLC,
DISCOUNT BOOK SALE, LLC,
BESTBRANDVALUES.COM LLC,
SMARTSAVINGSCENTER.COM LLC,
HOTBOOKSALE.COM LLC,
HOTMOVIESALE.COM LLC,
BEST BUYER DISCOUNTS, LLC,
XACTI GLOBAL, LLC,
ROYALARCADE.COM, LLC, and
NUVACEUTICAL, LLC

By: _____

Frederick M. Middleton, as Authorized Agent

Date: _____

9/10/2013

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Frederick Middleton personally appeared, individually, and as authorized agent of the referenced entities. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 10th day of September, 2013 and that each above statement is true and correct.

Personally known ☒ or Produced Identification _____ (check one)

Type of Identification Produced: _____



JAIMEE R. CHIAT
MY COMMISSION # FF 022335
EXPIRES: July 10, 2017
Bonded Thru Budget Notary Services

Subscribed to before me this 10th day of
September, 2013.

Jaimee R. Chiat
(print, type, or stamp commissioned Notary Public)

ROBERT OESTERLUND:

By: [Signature]
Robert Oesterlund

Date: 10/09/13

State of Florida)
County of Broward)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Robert Oesterlund personally appeared, individually, and as authorized agent of the referenced entities. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 10th day of September, 2013 and that each above statement is true and correct.

Personally known ☒ or Produced Identification _____ (check one)

Type of Identification Produced: _____



JAIMEE R. CHIAT
MY COMMISSION # FF 022335
EXPIRES: July 10, 2017
Bonded Thru Budget Notary Services


Subscribed to before me this 10th day of
September, 2013.

Jaimee R. Chiat
(print, type, or stamp commissioned Notary Public)


Approved as to form by:

[Signature]
Walter Messick Esq., Fla. Bar No. 0052892
Galvan and Messick
1900 Corporate Blvd
Suite 101 West
Boca Raton, FL 33431
Counsel for the Defendants

OFFICE OF THE ATTORNEY GENERAL FOR THE STATE OF FLORIDA:

By: 
~~Katherine Kiziah~~, Florida Bar No. 0017585
South Florida Bureau Chief
Consumer Protection Division
Office of the Attorney General
1515 N. Flagler Drive, Ste. 900
West Palm Beach, Florida 33401-3432

Dated: 9/16/13

By: 
Patricia A. Connors
Deputy Attorney General
Department of Legal Affairs
OFFICE OF THE ATTORNEY GENERAL
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

Dated: 9/16/13

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

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

CASE NO. _____

Plaintiff,

vs.

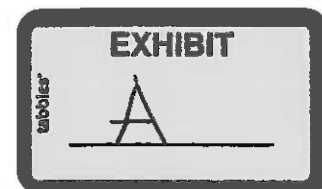
**SMART SAVINGS CENTER, LLC, RSOP HOLDINGS LLC,
RSOP HOLDINGS DELAWARE LLC, XACTI LLC,
XACTI GLOBAL, LLC,
REBATEGIANT.COM, LLC,
DISCOUNT MOVIE SALE LLC,
DISCOUNTPOSTERSALE.COM, LLC,
DISCOUNT BOOK SALE, LLC,
BESTBRANDVALUES.COM, LLC,
SMARTSAVINGSCENTER.COM LLC,
HOTBOOKSALE.COM LLC,
HOTMOVIESALE.COM LLC,
BEST BUYER DISCOUNTS, LLC,
ROYALARCADE.COM, LLC,
and NUVACEUTICAL, LLC,**

Defendants.

_____ /

COMPLAINT

Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA** (hereinafter referred to as "Plaintiff"), sues Defendants **SMART SAVINGS CENTER, LLC**, a Florida for-profit limited liability company, **RSOP HOLDINGS LLC**, a Florida for-profit limited liability company, **RSOP HOLDINGS DELAWARE LLC**, a Delaware for-profit limited liability company, **XACTI LLC**, a Florida for-profit limited liability company, **XACTI GLOBAL, LLC**, a Florida for-profit limited liability company, **REBATEGIANT.COM, LLC**, an inactive for-profit Florida limited liability company, **DISCOUNT MOVIE SALE LLC**, a Florida for-profit limited liability company,



DISCOUNTPOSTERSALE.COM, LLC, a Florida for-profit limited liability company, **DISCOUNT BOOK SALE, LLC**, a Florida for-profit limited liability company, **BESTBRANDVALUES.COM, LLC**, a Florida for-profit limited liability company, **SMARTSAVINGSCENTER.COM LLC**, a Delaware for-profit limited liability company, **HOTBOOKSALE.COM LLC**, a Florida for-profit limited liability company, **HOTMOVIESALE.COM LLC**, a Florida for-profit limited liability company, **BEST BUYER DISCOUNTS, LLC**, a Florida for-profit limited liability company, **ROYALARCADE.COM, LLC**, an inactive for-profit Florida limited liability company, and **NUVACEUTICAL, LLC**, a Florida for-profit limited liability company (hereinafter referred to collectively as the “Defendants”), and alleges as follows:

JURISDICTION

1. This is an action for damages and injunctive relief, brought pursuant to Florida’s Deceptive and Unfair Trade Practices Act (FDUTPA), Fla. Stat. Ch. 501, Part II,
2. This Court has jurisdiction pursuant to the provisions of FDUTPA.
3. Plaintiff is an enforcing authority of FDUTPA as defined in Florida Statutes Ch. 501, Part II, and is authorized to seek damages, injunctive and other statutory relief pursuant to this part.
4. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida. Venue is proper in the Fifteenth Judicial Circuit as the principal place of business of the Defendants is Palm Beach County, Florida.
5. Defendants, at all times material hereto, provided goods or services as defined by Florida Statutes § 501.203(8).

6. Defendants, at all times material hereto, solicited consumers as defined by Florida Statutes § 501.203(7).

7. Defendants, at all times material hereto, were engaged in trade or commerce as defined by Florida Statutes § 501.203(8).

8. Plaintiff has conducted an investigation and the head of the enforcing authority, Attorney General Pamela Jo Bondi, has determined that an enforcement action serves the public interest. A copy of said determination is attached and incorporated herein as Plaintiff's **Exhibit A**.

DEFENDANTS

9. Defendant SMART SAVINGS CENTER, LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

10. Defendant RSOP HOLDINGS LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

11. Defendant XACTI LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

12. Defendant XACTI GLOBAL, LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

13. Defendant BESTBRANDVALUES.COM, LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

14. Defendant DISCOUNT MOVIE SALE, LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

15. Defendant DISCOUNTPOSTERSALE.COM, LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

16. Defendant DISCOUNT BOOK SALE, LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

17. Defendant HOTBOOKSALE.COM LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

18. Defendant HOTMOVIESALE.COM LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

19. Defendant BEST BUYER DISCOUNTS, LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

20. Defendant NUVACEUTICAL, LLC, at all times material hereto, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

21. Defendant RSOP HOLDINGS DELAWARE LLC, at all times material hereto, was a Delaware for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

22. Defendant SMARTSAVINGSCENTER.COM LLC, at all times material hereto, was a Delaware for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431.

23. Defendant REBATEGIANT.COM, LLC, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431. Defendant REBATEGIANT.COM, LLC filed Articles of Dissolution For a Limited Liability Company on or about August 17, 2010.

24. Defendant ROYALARCADE.COM, LLC, was a Florida for-profit limited liability company with a principal place of business at 999 West Yamato Road, Suite 100, Boca Raton, Florida 33431. Defendant ROYALARCADE.COM, LLC filed Articles of Dissolution on or about June 15, 2011.

BACKGROUND

25. Defendants engage in the sale of books, movies, games, posters, music and other items over the Internet via various websites.

26. Defendants offer discounts on the items sold through their various websites only when consumers sign up for membership services, consisting primarily of negative option memberships.

PRIOR ASSURANCE OF VOLUNTARY COMPLIANCE

27. Plaintiff previously investigated allegations including, but not limited to, that Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC engaged in negative option marketing to sell memberships on their related website without properly disclosing to consumers that they were signing up for a negative option membership, or a free trial offer, upon purchasing an item and that Defendants failed to provide adequate means for consumers to cancel during the free trial membership, incurring unwanted charges.

28. As the result of Plaintiff's investigation, Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC and Plaintiff, the Office of the Attorney General, entered into an Assurance of Voluntary Compliance (hereinafter referred to as the "AVC") on or about June 20, 2010. A true and correct copy of this AVC is attached and incorporated herein as **Exhibit B.**

29. Pursuant to the terms of the AVC, Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC agreed to the following:

a) Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC were on notice and required to comply with Fla. Stat. Ch. 501, Part II, Florida's Deceptive and Unfair Trade Practices Act.¹

b) Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK

¹ AVC, Pg. 5, ¶3.2

SALE, LLC AND XACTI, LLC and their representatives, agents, employees, or any other person who acts under, by, through or on behalf of Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC, directly or indirectly, or through any corporate or other device, were required to comply with and have actual knowledge of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act.²

30. Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC also agreed to the following injunctive provisions:

a) Clear and conspicuous disclosure of all billing terms of a negative option marketing offer prior to a consumer incurring a financial obligation;³

b) Aiding in the verification of each consumer's affirmative consent to the offer by placing the negative option billing terms in close proximity to and directly above the Submit button where the consumer completes his or her order, without the use of pre-checked boxes;⁴

c) Sending an order confirmation communication within 24 hours of the consumer order's placement, to customers disclosing the billing terms and conditions of any negative option offer, including when and how the consumer can cancel without being charged, exactly how much they will be charged monthly after the trial period and what product they will be receiving on a monthly basis after the trial period is over;⁵

² AVC, Pg. 5, ¶3.3.

³ AVC, Pg. 6, ¶3.4(a).

⁴ AVC, Pg. 6, ¶3.4(a).

⁵ AVC, Pg. 6, ¶3.4(a).

d) Clearly and conspicuously disclosing the billing terms and conditions of a trial offer to consumers, with additional specifically required information;⁶

e) Clearly and conspicuously disclosing how and when products may be returned, and maintenance of adequate customer service capacity to facilitate cancellation requests that comply with the cancellation procedures;⁷ and

f) Terminating the enrollment of any and all consumers who are enrolled in Defendant SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC's negative option membership program if and when they desire to terminate their membership.⁸

31. Finally, Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC agreed that any future violations of the AVC which occur are by statute *prima facie* evidence of a violation of Chapter 501, Part II, Fla. Stat. will subject SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC to any and all civil penalties and sanctions provided by law, attorney's fees and costs.⁹

POST AVC CONDUCT

32. Following the effective date of the AVC to date, Plaintiff has received over 1,300 consumer complaints regarding Defendants' business practices.

33. Following the effective date of the AVC, Defendants have continued to offer negative option membership services.

⁶ AVC, Pg. 6-7, ¶3.4(a).

⁷ AVC, Pg. 7, ¶3.4(b).

⁸ AVC, Pg. 7, ¶3.4(b).

⁹ AVC, Pg. 12, ¶7.2.

34. Following the effective date of the AVC, Consumers attempting to purchase specific items on Defendants' web sites have signed up for the negative option membership without their knowledge.

35. Following the effective date of the AVC, Defendants have not clearly and conspicuously disclosed the billing terms of their negative option membership on their web sites prior to a consumer incurring a financial obligation.

36. Following the effective date of the AVC, Defendants' order confirmation emails have not properly disclosed the billing terms and conditions of any negative option offers.

37. Following the effective date of the AVC, Defendants have sent consumers two emails after an initial purchase, a "Welcome Letter" and an "Order Confirmation." The "Welcome Letter" discloses the negative option billing terms at the very bottom of the email, following multiple sales offers and links to Defendants' other web sites. The "Order Confirmation" email does not include the negative option billing terms at all.

38. Following the effective date of the AVC, consumers have failed to notice the "Welcome Letter" or the email has been sent into their spam folder. Therefore, consumers who only see the "Order Confirmation" email are not advised of the negative option billing terms they for which they have unknowingly registered.

39. Following the effective date of the AVC, Defendants have advertised their negative option membership as "risk free" and that a consumer can "cancel at any time," yet consumers have been unable to cancel when they attempted to do so or were charged after cancellation.

40. Defendants' actions have caused consumers to be charged for membership services the consumers neither wanted nor intended to pay for.

COUNT I

DEFENDANTS' VIOLATION OF THE FLORIDA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT (FDUTPA) THROUGH VIOLATION OF ASSURANCE OF VOLUNTARY COMPLIANCE

41. Plaintiff re-alleges paragraphs 1-40 and incorporates same by reference as if fully set forth herein.

42. Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC repeatedly violated the AVC and Florida's Deceptive and Unfair Practices Act by failing to describe all billing terms of their negative option marketing offer located on their web sites in a clear and conspicuous manner and in a prominent location where it was likely consumers would see the terms and conditions before incurring a financial obligation.

43. Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC repeatedly violated the AVC and Florida's Deceptive and Unfair Practices Act by failing to send an order confirmation communication disclosing the billing terms and conditions of a negative option offer.

44. Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC repeatedly violated the AVC and Florida's Deceptive and Unfair Practices Act by failing to clearly and conspicuously disclose to consumers the billing terms and conditions of a trial offer.

45. Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC repeatedly violated the AVC and Florida's Deceptive and Unfair Practices Act by failing to clearly and

conspicuously disclose to consumers how and when products may be returned, and failing to maintain adequate customer service capacity to facilitate cancellation requests that comply with the cancellation procedures, including the specific requirements set forth in the AVC pertaining to cancellation.

46. Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC's actions caused damage to consumers in the form of these unwanted and unintended financial charges.

47. Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC AND XACTI, LLC's AVC violations constitute violations of FDUTPA, Chapter 501, Part II, Florida Statutes.

COUNT II

DEFENDANTS' VIOLATION OF THE FLORIDA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT (FDUTPA)

48. Plaintiff re-alleges paragraphs 1-40 and incorporates same by reference as if fully set forth herein.

49. Chapter 501.204(1), Florida Statutes, declares that unfair, deceptive, or unconscionable acts or practices in the conduct of any trade or commerce are unlawful.

50. During the pertinent period between at least June 1, 2010 and the present, Defendants engaged in various unfair, deceptive and unconscionable trade practices, as set forth herein, in violation of Chapter 501, Part II, Florida Statutes (2010).

51. Defendants operated web sites selling items including but not limited to books, movies, music and posters. These items were offered at a discount only if a consumer signed up for a negative option membership service. Defendants failed to properly disclose to consumers the terms of the negative option membership service and required membership to obtain the item

or items at a discount prior to a consumer incurring a financial charge for such item as well as the membership service.

52. Defendants further failed to properly disclose their policy for cancellation of the negative option membership service.

53. When consumers attempted to cancel their membership, Defendants failed to cancel pursuant to the terms of the negative option membership service.

54. Defendants' actions resulting in consumers, without knowledge or intent, incurring financial charges of which they were not aware for the membership service. Efforts to cancel were unsuccessful and some consumers continued to be billed following cancellation.

55. Defendants' actions caused damage to consumers in the form of these unwanted and unintended financial charges.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, State of Florida, Department of Legal Affairs, Office of the Attorney General, respectfully requests that this Court:

1. Award restitution to consumers for the acts and practices of the Defendants in accordance with § 501.207(3), Florida Statutes;
2. Award civil penalties, attorney's fees and costs for Plaintiffs' violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes, following October 20, 2010;
3. Grant a temporary and permanent injunction against Defendants, and their officers, agents, servants, employees, attorneys and those persons in active concert or participation with them who receive actual notice of this injunction, prohibiting such persons

from violating the provisions of Chapter 501, Part II, Florida Statutes, as specifically alleged above;

4. Grant a permanent injunction against Defendants from engaging in any negative option marketing and/or sales and granting any further appropriate injunctive relief;
5. Award costs to Plaintiff for all expenses in bringing and maintaining this action, including reasonable attorneys' fees pursuant to § 501.2105, Florida Statutes;
6. Waive the posting of a bond by Plaintiff in this action;
7. Grant such other and further relief as this Honorable Court deems just and proper, including, but not limited to, all other relief allowable under § 501.207(3), Florida Statutes.

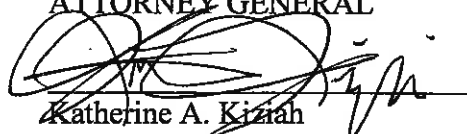
DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable as a matter of right.

Dated this 11 day of ~~September~~ 2013.

Respectfully submitted,

PAMELA JO BONDI
ATTORNEY GENERAL



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**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

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

CASE NO. _____

Plaintiff,

vs.

**SMART SAVINGS CENTER, LLC, RSOP HOLDINGS LLC,
RSOP HOLDINGS DELAWARE LLC, XACTI LLC,
XACTI GLOBAL, LLC,
REBATEGIANT.COM, LLC,
DISCOUNT MOVIE SALE LLC,
DISCOUNTPOSTERSALE.COM, LLC,
DISCOUNT BOOK SALE, LLC,
BESTBRANDVALUES.COM, LLC,
SMARTSAVINGSCENTER.COM LLC,
HOTBOOKSALE.COM LLC,
HOTMOVIESALE.COM LLC,
BEST BUYER DISCOUNTS, LLC,
ROYALARCADE.COM, LLC,
and NUVACEUTICAL, LLC,**

Defendants.

_____ /

DETERMINATION OF PUBLIC INTEREST

**COMES NOW, PAMELA JO BONDI, ATTORNEY GENERAL, STATE OF
FLORIDA, and states:**

1. Pursuant to Section 20.11, Florida Statutes, I am the head of the Department of Legal Affairs, State of Florida (hereinafter referred to as the Department).

2. In this matter, the Department seeks restitution, injunctive relief, fees and costs and civil penalties caused by an act or practice performed in violation of Chapter 501, Part II, Florida Statutes.



3. I have reviewed this matter and I have determined that an enforcement action serves the public interest.

Dated: September 12, 2013

By: Pamela Jo Bondi
PAMELA JO BONDI
ATTORNEY GENERAL



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

In the Investigation of:

Case # L09-3-1027

SMART SAVINGS CENTER LLC;
HOTMOVIESALE.COM, LLC; HOTBOOKSALE.COM, LLC,
DISCOUNT BOOK SALE, LLC; and XACTI, LLC

Respondents.

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of FLA. STAT. Ch. 501, Part II, Florida's Deceptive and Unfair Trade Practices Act, and FLA. STAT. Ch. 501, **STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS** (hereinafter "Department"), has investigated the business practices of SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC and XACTI, LLC **and their related companies** (hereinafter, "**Respondents**"), with its principal place of business located at 999 West Yamato Rd., Suite 100, Boca Raton, FL 33431.

IT APPEARS THAT Respondents are prepared to enter into this Assurance of Voluntary Compliance (hereinafter "AVC"), for the purpose of resolution of this matter only, and without any admission that Respondents have violated the law, and the Attorney General, by and through its undersigned Assistant Attorney General, and Director of Economic Crimes, being in

INITIALS



agreement, does accept this AVC in termination of this investigation, pursuant to FLA. STAT. § 501.207(6), and by virtue of the authority vested in the Attorney General by said statute.

I. DEFINITIONS

For purposes of this AVC, the following terms have the meanings set forth below:

1.1 “Negative Option Marketing” shall mean transactions in which a seller interprets a customer’s failure to take an affirmative action, either to reject an offer or cancel an agreement, as assent to be charged for goods or services.

1.2 “Trial Offer” as used herein means a type of negative option in which there is an offer to provide a trial period of products or services to consumers where, as a result of accepting the trial period, consumers are required to contact Respondents before the expiration of the trial period to avoid receiving additional products or services or to avoid incurring a future financial obligation.

1.3 “Clear and conspicuous” (including “Clearly and Conspicuously”) means that a statement, representation, claim, disclosure or term being conveyed is presented in a way that a consumer will notice and understand it. The following, without limitation, shall be considered in determining whether a statement, claim, term, or representation is clear and conspicuous:

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 and understandable, and likely to be read by the person to whom it is directed; and if written or conveyed electronically, that is not buried on the back or bottom, or in unrelated information or placed on the page where a person would not think it important to read;

b. 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;

c. whether it is near to or in close proximity to the statement, representation, claim, or term it clarifies, modifies, explains, or to which it otherwise relates;

d. whether it contradicts, or renders ambiguous or confusing, any other information with which it is presented;

e. whether, if in association with a Negative Option Plan as defined herein, the terms and conditions of the Negative Option Plan are segregated from other terms and conditions of the offer;

f. whether, if it is oral, it is at an understandable pace and in the same tone and volume as the sales offer;

g. whether it appears for a duration sufficient to allow listeners or viewers to have a reasonable opportunity to notice, read, or otherwise understand;

h. whether the language and terms used are commonly understood by the consumer in the context in which they are used;

i. 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;

j. 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 above the fold;

k. whether the disclosure, term, condition or representation appears on the Internet on a co-registration order path in which numerous offers for various goods and services are represented to be free, and the consumer is required to accept a certain number of offers.

II. STIPULATIONS

IT IS AGREED that this AVC does not constitute an admission of any kind and, specifically, Respondents deny any and all allegations of wrongdoing. This AVC does not constitute a finding of law or fact by any court or agency that Respondents have engaged in any act or practice declared unlawful by any laws, rules or regulations of the State of Florida, and neither party shall make any statement to the contrary. Respondents are prepared to enter into this AVC solely for the purpose of resolution and cooperation, and the parties, being in agreement, do accept this AVC by virtue of the authority vested in the Department by said statute.

The Department and Respondents hereby agree and stipulate to the following:

2.1 Respondents and/or their related companies engage in the sale of books, movies, posters and other items over the Internet via various websites and provide a membership service to give consumers discounts for a variety of products and services.

2.2 Beginning in February 2009, the Department received several complaints from consumers who alleged, among other complaints, that they were unable to contact Respondents by telephone, email, or via Respondents' websites to cancel their membership under the terms of the Trial Offer. Respondents were and are offering a 7-day free trial offer, also known as a negative option, where consumers must cancel during the trial offer period to ensure they will not be charged in the future. Some consumers complained that they were continuously being

charged on a monthly basis for services that they neither wanted nor ordered, but could not cancel.

2.3 The Department's investigation focused primarily, inter alia, on whether Respondents engaged in negative option marketing to sell memberships in SmartSavingsCenter.com and their related websites, but failed to provide adequate means for consumers to cancel during the free trial period, thus resulting in future membership charges and/or whether consumers were properly made aware that when they purchased a book, movie, poster, etc that they were signing up for a Trial Offer.

2.4 Respondents make no admission that they or their related companies engaged in any wrongdoing or committed any violation of Florida Statute 501, Part II. This AVC contains neither findings of fact nor conclusions of law.

III. COMPLIANCE

3.1 The Department has not approved any of Respondents' past, current or proposed business practices, other than those specifically mentioned in this AVC, and therefore no portion of this AVC shall be construed as such an approval.

3.2 The parties agree that Respondents are on notice and shall comply with FLA. STAT. Ch. 501, Part II, Florida's Deceptive and Unfair Trade Practices Act.

3.3 Respondents and their representatives, agents, employees, or any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall comply with and have actual knowledge of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act.

3.4 **IT IS HEREBY AGREED** by the parties that Respondents shall:

a) Web Sites: Describe all billing terms of any negative option marketing offer located on Respondents' website in a clear and conspicuous manner and in a prominent location where it is likely that the customer will see the terms and conditions before the consumer incurs a financial obligation. Furthermore, Respondents shall:

i) refrain from using terms "free," "complimentary," "risk free," "without charge," or any other term that reasonably leads a consumer to believe that he or she may receive something of value, entirely or in part without a requirement of compensation in any form, or that tends to convey the impression to the consuming public that an article of merchandise or service is "free;"

ii) aid in the verification of each consumer's affirmative consent to the offer by placing the negative option billing terms in close proximity to and directly above the Submit button where the consumer completes his or her order, without the use of pre-checked boxes;

iii) send an order confirmation communication, within 24 hours of the consumer's order placement, to customers disclosing the billing terms and conditions of any negative option offer, including when and how the consumer can cancel without being charged, exactly how much they will be charged monthly after the trial period and what product they will be receiving on a monthly basis after the trial period is over;

iv) clearly and conspicuously disclose to customers the billing terms and conditions of the Trial Offer, including the following:

a) specifically when the trial period begins and ends;

- b) that to cancel the trial membership and avoid further membership charges, the consumer must contact customer service before the end of the trial period;
- c) the specific methods by which the consumer may cancel their trial membership;
- d) that if the consumer does not cancel, the consumer's credit card will be charged the full price of the membership (stated in specific dollars i.e. \$xx.xx);

b) Cancellations/Refunds: Clearly and conspicuously disclose to customers how and when products may be returned, and maintain adequate customer service capacity to facilitate cancellation requests that comply with the cancellation procedures. This provision specifically requires Respondents to:

- i) disclose to customers whether the consumer will incur any financial expense, such as postage, shipping, or restocking if the customer returns the product;
- ii) terminate the enrollment of any and all consumers who are enrolled in Respondents' negative option membership program if and when they desire to terminate their membership and Respondents will not knowingly, purposely or intentionally impede the methods of cancellation and will fully honor the requests that comply with the terms and conditions;
- iii) continue to process requests for refunds from customers who, in accordance with the terms and conditions of Respondents' website, attempted to cancel or terminate their orders from Respondents in a timely fashion but were unable to do so in the past for any reason;

iv) adjust its consumer service policies and practices designed to ensure that properly addressed phone, email, live chat, and written inquiries are responded to within twenty-four (24) business day hours from the receipt of such inquiries; and

v) provide the Department with information regarding its resolution of complaints previously forwarded to Respondents. Respondents have represented that they have resolved all previous consumer complaints received from the Department dealing with the allegations in this AVC. As part of this AVC, Robert Oesterlund shall provide a notarized affidavit and spreadsheet along with this AVC on behalf of Respondents, containing proof that Respondents have resolved all the complaints received from the Department since January 27, 2010, which will be attached to this AVC as Exhibits A. Respondents have refunded a total of \$7,418.32 to the consumers listed on Exhibit A

IV. MONETARY TERMS

4.1 Respondents agree to pay a total of THIRTY THOUSAND DOLLARS (\$30,000) in attorneys' fees, investigative fees and costs of future investigation ("Funds").

4.2 The Funds shall be payable in their entirety and sent along with the partially executed AVC signed and notarized by Respondents and Respondents' attorney, delivered to Assistant Attorney General Samantha Schosberg Feuer, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401. The above payment will be made by certified funds payable to the **DEPARTMENT OF LEGAL AFFAIRS REVOLVING TRUST FUND.**

4.3 Upon signing this AVC, Respondents will keep a minimum of FIVE-THOUSAND DOLLARS (\$5,000.00) ("the Escrow Funds") in Respondents' attorney's escrow account for the purpose of making refunds to eligible consumers (i.e. those consumers who

submit complaints to the Department , during the Escrow period, related to the reasons investigated by the Department who have not yet made contact with the Department, but who make complaints to the Department subsequent to the execution of the AVC seeking a refund for the business practices of Respondents prior to the execution of the AVC). Respondents will establish and maintain exclusive access to and control of this account. Respondents' obligation to maintain the Escrow Funds for the purposes stated herein terminates sixty (60) from the date this AVC is executed ("the Escrow Period"). In the event actual restitution for eligible complainants exceeds the amount of the Escrow Funds, then the Escrow Funds will be distributed pro-rata to the complainants who come forward within the sixty (60) day Escrow Period. However, no individual consumer will receive more than the amount they are actually owed. Respondents will maintain a spreadsheet, entitled Escrow Complaints Spreadsheet, containing all the complaints forwarded to Respondents from the Department during the Escrow Period that contains the complainant's name, contact information, and how the complaint was resolved. At the end of the sixty (60) day Escrow Period, Respondents will provide a notarized affidavit with the complete aforementioned spreadsheet attached, attesting to the fact that those complaints forwarded to the Respondents by the Department during the Escrow Period were resolved. If there are any excess Escrow funds remaining after the distribution, these funds will be returned to the Respondents. During the Escrow Period, should the Respondents receive complaints from consumers, independent of those received by the Department, those consumer complaints will continue to be addressed by Respondents. Complaints that the Department receives regarding Respondents after the above sixty (60) day Escrow Period and after the Escrow Funds are distributed will be sent directly to "Refund Department" which will maintain a specific individual, known as the Refund Manager, who shall be responsible for resolving

complaints and refund requests. Complaints, either within the 60 day Escrow Period or after, will include any complaints that the Department receives that reference Respondents, reference any addresses connected to Respondents, or reference any shipping or fulfillment by or from Respondents. The Department will forward copies of any such complaints to Respondents and these complaints sent by the Department will be answered by Respondents within six (6) business days. All complaints the Department receives will be faxed or mailed or emailed to Respondents to the following locations: FAX: 561/989-7401, attn: Legal Department, 999 West Yamato Rd., Suite 100, Boca Raton, FL 33431, with a copy to bbennington@shutts.com. Complainants may call Respondents 24 hours a day, 7 days a week at 866/529-3413 to lodge any and all complaints, to speak to a customer service representative or to cancel their membership and/or order. Respondents will make contact with the complainant via electronic mail or phone within six (6) business days from the time the complaint is received by the Respondents. Respondents will keep a spreadsheet of complaints that are forwarded by the Department to Respondents and will send the Department an updated spreadsheet on or before the tenth day of the month, for six months from the date this AVC is executed, describing the resolution of each complaint received during the prior month. Respondents will maintain adequate customer service personnel to examine, address and resolve all complaints expeditiously related to Respondents' business, membership and trial offers.

4.4 Respondents' interest in funds paid in conjunction with this AVC shall fully and completely divest when the AVC is fully executed by all parties. Notwithstanding any other provision of this AVC, no portion of the Funds, other than any remaining Escrow Funds, shall in any event be returned to Respondents provided that the AVC has been fully executed.

4.5 Upon receipt of the partially executed AVC and accompanying Funds check, Samantha Schosberg Feuer will sign the AVC and then forward the AVC to the Director of Economic Crimes, together with the aforementioned funds. The Director of Economic Crimes has the final authority to approve or disapprove the entry of the AVC. Should the Director of Economic Crimes or her authorized designee decline to authorize and execute this AVC, then the Funds would be promptly returned to Respondents.

V. EFFECTIVE DATE

The Effective Date of this AVC is the date on which the AVC is fully executed by the parties. This will be the date that the AVC is signed by the Deputy Attorney General or Division Director. The receipt of or deposit by the Department of any monies pursuant to this AVC does not constitute acceptance by said Department, and monies received will be returned if this AVC is not accepted. Upon entry and full execution of this AVC and upon full payment of the Funds, the Attorney General agrees to close this investigation into the activities of Respondents and Respondents shall be released from liability regarding the allegations referenced in this AVC dating prior to the effective date of this AVC.

VI. AVAILABILITY OF RECORDS

Respondents shall retain for a minimum of two (2) years and maintain and make available to the Department, upon its written request, all books, records website archives and other documents which reflect the implementation of the terms of this AVC and compliance with its terms. Any such records requested by the State shall be made available for inspection within twenty (20) business days after receipt of such request. Respondents shall honor any request from the State to make such records available without further legal process.

VII. FUTURE VIOLATIONS

7.1 Notwithstanding any other provision of this AVC, the parties further recognize that future violations of this AVC or of FLA. STAT. Ch. 501, Part II, may subject Respondents or its officers, directors and employees to any and all civil penalties and sanctions provided by law.

7.2 The Department shall provide written notice to Respondents if the Department becomes aware of circumstances which could result in a determination by the Department that Respondents are in violation of their obligations under this AVC.

IT IS FURTHER AGREED by the parties that any future violations of this AVC which occur are by statute *prima facie* evidence of a violation of FLA. STAT. Ch. 501, Part II, and will subject Respondents to any and all civil penalties and sanctions provided by law, attorneys' fees and costs. Notwithstanding anything to the contrary, Respondents will have the right to challenge the facts underlying any such alleged violation of the AVC and to present evidence in rebuttal of the Department's *prima facie* case in a court of law.

7.3 **IT IS HEREBY AGREED** by the parties that Respondents shall be responsible for making the substantive terms and conditions of this AVC known to the officers, directors, partners, employees, agents, representatives, licensees, franchisees, independent contractors, successors and assigns, engaged in Respondents' business, projects, and activities that are related to the terms and conditions of this AVC.

VIII. MISCELLANEOUS PROVISIONS

8.1 Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person, business, corporation, government or legal entity against the Respondents' directors or employees. Similarly, nothing contained herein shall waive the right of the Respondents to assert any lawful defenses in response to a claim of a consumer.

8.2 In consideration for the fulfillment and acceptance of the various obligations set forth herein, no penalties are imposed under this AVC. However, the Attorney General reserves the right to seek Chapter 501 penalties for any future violation(s) of Chapter 501 Part II Florida Statutes. The Attorney General also reserves the right to seek attorneys' fees and costs upon any future noncompliance.

8.3 The parties jointly participated in the negotiation of the terms articulated in this AVC. No provision of this AVC shall be construed for or against either party on the ground that one party or another was more heavily involved in the preparation.

IN WITNESS WHEREOF, Respondents have caused this AVC to be executed by an authorized representative, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

Agreed to and Signed this 27 day of May, 2010.

MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as Manager and in my individual capacity, and that by my signature I am binding myself and the Respondents to the terms and conditions of this AVC.

For: Respondents

By: Robert Oesterlund

State of Florida

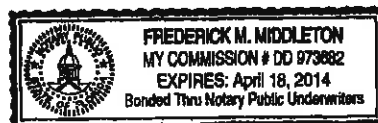
STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, a notary public of the State of Florida appeared Robert Oesterlund who swore under oath that he has the authority to bind Respondents to this AVC and who is either (Check One) x known to me or who _____ produced the following identification:

NOTARY PUBLIC

AFFIX NOTARY SEAL



INITIALS RO

SHUTTS & BOWEN, L.L.P.

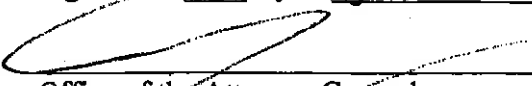
By: 

Alfred J. Bennington, Jr.

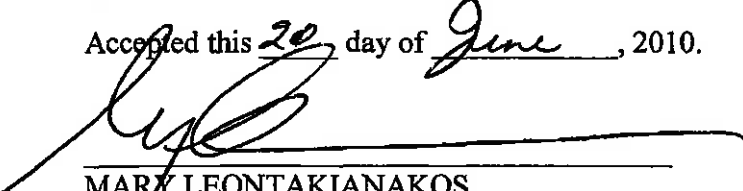
Florida Bar No. 0404985
Attorneys for Respondents

ACCEPTANCE BY ATTORNEY GENERAL'S OFFICE

Signed this 10th day of June, 2010.


Office of the Attorney General
Samantha Schosberg Feuer
Assistant Attorney General
Florida Bar 598542
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
561-837-5000
561-837-5109 (FAX)

Accepted this 20 day of June, 2010.


MARY LEONTAKIANAKOS
DIRECTOR, ECONOMIC CRIMES
OFFICE OF THE ATTORNEY GENERAL
The Capitol, PL 01
Tallahassee, FL 32399-1050
(850) 414-3300

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

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

CASE NO.

Plaintiff,

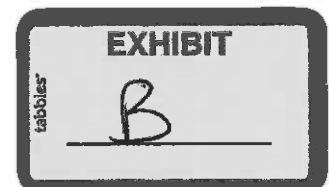
vs.

SMART SAVINGS CENTER, LLC,
RSOP HOLDINGS LLC,
RSOP HOLDINGS DELAWARE LLC,
XACTI, LLC,
XACTI GLOBAL, LLC,
REBATEGIANT.COM, LLC,
DISCOUNT MOVIE SALE LLC,
DISCOUNTPOSTERSALE.COM, LLC,
DISCOUNT BOOK SALE, LLC,
BESTBRANDVALUES.COM, LLC,
SMARTSAVINGSCENTER.COM LLC,
HOTBOOKSALE.COM LLC,
HOTMOVIESALE.COM LLC,
BEST BUYER DISCOUNTS, LLC,
ROYALARCADE.COM, LLC,
NUVACEUTICAL, LLC,

Defendants.

ANSWER AND AFFIRMATIVE DEFENSES TO COMPLAINT AND
COUNTERCLAIM

Defendants, SMART SAVINGS CENTER, LLC, RSOP HOLDINGS LLC, RSOP
HOLDINGS DELAWARE LLC, XACTI, LLC, XACTI GLOBAL, LLC,
REBATEGIANT.COM, LLC, DISCOUNT MOVIE SALE LLC,
DISCOUNTPOSTERSALE.COM, LLC, DISCOUNT BOOK SALE, LLC,
BESTBRANDVALUES.COM, LLC, SMARTSAVINGSCENTER.COM LLC,
HOTBOOKSALE.COM LLC, HOTMOVIESALE.COM LLC, BEST BUYER DISCOUNTS,
LLC, ROYALARCADE.COM, LLC, NUVACEUTICAL, LLC., ("Defendants") by and



through undersigned counsel, hereby file their Answer and Affirmative Defenses to Plaintiff's Complaint and states the following:

ANSWER

1. Admitted.
2. Denied.
3. Admitted.
4. Admitted.
5. Denied.
6. Denied.
7. Admitted only as to certain Defendants. Denied as to all other Defendants.
8. Defendants have insufficient knowledge to either admit or deny the allegation.
9. Admitted.
10. Admitted.
11. Admitted.
12. Admitted.
13. Admitted.
14. Admitted.
15. Admitted.
16. Admitted.
17. Admitted.
18. Admitted.
19. Admitted.
20. Admitted.

21. Admitted.
22. Admitted.
23. Admitted.
24. Admitted.
25. Admitted only as to certain Defendants. Denied as to all other Defendants.
26. Denied.
27. Defendants have insufficient knowledge to either admit or deny the allegation.
28. Admitted that Defendants Smart Savings Center, LLC, HotMovieSale.com, LLC, Discount Book Sale, LLC and Xacti, LLC entered into the AVC. All other allegations are denied.
29. Admitted.
30. Admitted.
31. Admitted.
32. Defendants have insufficient knowledge to either admit or deny the allegation.
33. Admitted as to certain Defendants. Denied as to all other Defendants.
34. Defendants have insufficient knowledge to either admit or deny the allegation.
35. Denied.
36. Denied.
37. Denied.
38. Denied.
39. Denied.
40. Denied.
41. Defendants' responses to Paragraph 1-40 are hereby restated and incorporated herein.
42. Denied.

- 43. Denied.
- 44. Denied.
- 45. Denied.
- 46. Denied.
- 47. Denied.
- 48. Defendants' responses to Paragraph 1-47 are hereby restated and incorporated herein.
- 49. Admitted.
- 50. Denied.
- 51. Admit that certain Defendants operated web sites selling items including but not limited to books, movies, music and posters. All other allegations are denied by all Defendants.
- 52. Denied.
- 53. Denied.
- 54. Denied.
- 55. Denied.

GENERAL DENIAL

Defendants generally deny all allegations of this Complaint which are not specifically admitted.

AFFIRMATIVE DEFENSES

Without admitting any of the allegations set forth in Plaintiff's Complaint, Defendants raise the following Affirmative Defenses:

FIRST AFFIRMATIVE DEFENSE **EQUITABLE ESTOPPEL**

Plaintiff's claims are barred by the doctrine of equitable estoppel. On September 17, 2009 Plaintiff made representations to Defendants regarding changes which must be made to certain

disclosures on Defendants' websites in order for such disclosures to meet the "clear and conspicuous" standard contained in the AVC for such disclosures. On or about October 12, 2009 Defendants' legal counsel sent email to Plaintiff addressing the changes required by Plaintiff. A true and correct copy of the email is attached and incorporated herein as Exhibit A. In reliance on Plaintiff's representations, prior to execution of the AVC in 2010 Defendants made changes to the disclosures on Defendants' websites consistent with Plaintiff's representations and have not made any material changes to those disclosures since.

In July 2010 Defendants' legal counsel provided Plaintiff with screenshots depicting the revised disclosures being made on Defendants' websites and requested Plaintiff to notify Defendants if the revised disclosures were non-compliant with the standards set forth in the AVC. A true and correct copy of the correspondence is attached and incorporated herein as Exhibit B. Plaintiff never responded to Defendants' request.

Plaintiff had an obligation under Paragraph 7.2 of the AVC to "provide written notice to Respondents if the Department becomes aware of circumstances which could result in a determination by the Department that Respondents are in violation of their obligations under this AVC." Until Plaintiff filed its Complaint in this action in September 2013, Plaintiff never provided written notice that Plaintiff considered Defendants' revised disclosures to be non-compliant with the standards set forth in the AVC.

disclosures on Defendants' websites in order for such disclosures to meet the "clear and conspicuous" standard contained in the AVC for such disclosures. On or about October 15, 2009 Defendants' legal counsel sent email to Plaintiff addressing the changes required by Plaintiff. A true and correct copy of the email is attached and incorporated herein as Exhibit A. In reliance on Plaintiff's representations, prior to execution of the AVC in 2010 Defendants made changes to the disclosures on Defendants' websites consistent with Plaintiff's representations and have not made any material changes to those disclosures since.

In July 2010 Defendants' legal counsel provided Plaintiff with screenshots depicting the revised disclosures being made on Defendants' websites and requested Plaintiff to notify Defendants if the revised disclosures were non-compliant with the standards set forth in the AVC. A true and correct copy of the correspondence is attached and incorporated herein as Exhibit B. Plaintiff never responded to Defendants' request.

Plaintiff had an obligation under Paragraph 7.2 of the AVC to "provide written notice to Respondents if the Department becomes aware of circumstances which could result in a determination by the Department that Respondents are in violation of their obligations under this AVC." Until Plaintiff filed its Complaint in this action in September 2013, Plaintiff never provided written notice that Plaintiff considered Defendants' revised disclosures to be non-compliant with the standards set forth in the AVC.

Plaintiff now asserts that the disclosures on Defendants' websites do not meet the clear and conspicuous standard set forth in the AVC and therefore, that Defendants have violated FDUTPA.

Plaintiff has demanded payment of civil penalties related to such alleged FDUTPA violation which could exceed \$1,000,000.

Plaintiff's conduct as described above goes beyond mere negligence. The same state employee who engaged in negotiation of the AVC, who reviewed Defendants' websites in 2009 and 2010, who instructed Defendants regarding necessary changes to those websites and who worked with Defendants from 2010-2012 to amicably resolve consumer complaints is now claiming that Defendants have violated the terms of the AVC and have thereby also violated FDUTPA.

The state's conduct in filing, prosecuting and publicizing a Complaint against Defendants alleging violation of FDUTPA will cause a serious injustice to Defendants and their affiliates.

The Court's application of estoppel in this case will not unduly harm the public interest, since the public interest is served when businesses are encouraged to seek guidance from the Attorney General's Office related to consumer protection issues and to rely on such guidance.

SECOND AFFIRMATIVE DEFENSE
LACHES

Plaintiff's claims are barred by the doctrine of laches. In July 2010 Defendants provided Plaintiff with screenshots depicting the revised disclosures being made on Defendants' websites pursuant to direction from Plaintiff and requested Plaintiff to notify Defendants if the revised disclosures were non-compliant with the standards set forth in the AVC (see Exhibit B hereto). Plaintiff

never responded to Defendants' request. Between mid-2010 through August 2012 Plaintiff received approximately 250 complaints against Defendants from consumers. Plaintiff reviewed each complaint and provided a copy of each complaint to Defendants. Defendants resolved each of the complaints to the satisfaction of Plaintiff. A majority of those complaints alleged that the disclosures made on Defendants' websites were not clear and conspicuous. However, until Plaintiff filed its Complaint in this action in July 2013, Plaintiff never informed Defendants that Plaintiff considered Defendants' revised disclosures to be non-compliant with the standards set forth in the AVC and Plaintiff never took legal action against Defendants for breach of the AVC. For Plaintiff to now be granted relief on the basis of its allegation in the Complaint that the disclosures on Defendants' website are not clear and conspicuous would result in significant injury to and prejudice against Defendants.

THIRD AFFIRMATIVE DEFENSE
RESERVATION OF RIGHTS TO ADD DEFENSES

Defendants reserve the right to assert additional defenses upon discovery of further information concerning Plaintiff's claims.

WHEREFORE, Defendants request that this Honorable Court hear each and every Affirmative Defense laid out in this pleading and produce a ruling as to each and every Affirmative Defense, and any other relief that this Court deems just and proper.

COUNTERCLAIM

COME NOW the Defendants SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC and XACTI, LLC (collectively referenced herein as "Counter-Plaintiffs"), by and through

their undersigned attorneys, and sue the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (hereinafter "Counter-Defendant" or "Department"), and in furtherance thereof state the following:

INTRODUCTION

1. Counter-Plaintiffs' action is against the Department for breach of the terms of the June 20, 2010 Assurance of Voluntary Compliance ("AVC") between the Department and the Counter-Plaintiffs and for declaratory relief. A true and correct copy of the AVC is provided as **Exhibit C** hereto.

JURISDICTION AND VENUE

2. At all times material hereto, Counter-Plaintiffs' principal place of business is located in Palm Beach County Florida.

3. At all times material hereto, the Department's investigation of Counter-Plaintiffs and Counter-Plaintiffs' affiliates was conducted out of the Department's office in West Palm Beach, Florida.

4. This Court has jurisdiction over this action because Counter-Plaintiffs seek damages in excess of \$15,000.00, exclusive of court costs, pre-judgment interest and attorney's fees.

5. Jurisdiction and Venue are therefore proper in this Court for this action.

GENERAL ALLEGATIONS

6. In August 2009, the Department commenced an investigation into Counter-Plaintiffs' business practices.

7. During the course of its investigation and negotiation of the AVC, the Department told Counter-Plaintiffs what changes the Counter-Plaintiffs needed to make in order for Counter-

Plaintiffs to be deemed by the Department to be compliant with Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") and FLA. STAT. Ch. 501.

8. Counter-Plaintiffs made the changes to its business practices pursuant to the Defendant's direction.

9. On or about June 1, 2010 legal counsel for Counter-Plaintiffs submitted to the Department "screenshots" of Counter-Plaintiffs' revised websites reflecting the changes made by the Counter-Plaintiffs and requested the Department to notify Counter-Plaintiffs if the revised "screenshots" were non-compliant with the terms of the AVC. A true and correct copy of Counter-Plaintiffs' June 1, 2010 submission to the Department is provided as **Exhibit B** hereto.

10. Counter-Plaintiffs have not made material changes to their business practices (including without limitation, their websites) since execution of the AVC.

11. From June, 2010 through December 2012, Counter-Plaintiffs cooperated with the Department by giving full refunds to any customer submitting a complaint to the Department about Counter-Plaintiffs or their affiliates, regardless of the merits of the customer's complaints.

12. Notwithstanding the Counter-Plaintiffs' cooperation, in December, 2012, the Department notified legal counsel for Counter-Plaintiffs that the Department was once again investigating the business practices of Counter-Plaintiffs and its affiliates.

13. Since December 2012, Counter-Plaintiffs have cooperated with the Department's investigation, providing testimony from a corporate representative on two separate occasions.

14. Notwithstanding the Counter-Plaintiffs' cooperation, since December 2012 the Department repeatedly threatened litigation against Counter-Plaintiffs, Counter-Plaintiffs' affiliates and their respective owners in an attempt to extract a large settlement payment.

15. Upon information and belief, the Department encouraged a local television station to conduct an investigative report on Counter-Plaintiffs and Counter-Plaintiffs' affiliates.

16. Upon information and belief, the Department encouraged the Attorney Generals in other states to investigate Counter-Plaintiffs, Counter-Plaintiffs' affiliates and their respective owners. At least one state is conducting such an investigation.

17. Responding to investigations and legal action by the Department and multiple state Attorney Generals will almost certainly result in the financial ruin of Counter-Plaintiffs and Counter-Plaintiffs' affiliates, regardless of the outcome of such investigations and/or legal action.

COUNT I – BREACH OF CONTRACT

18. The AVC is a valid contract between the Department and Counter-Plaintiffs.

19. Section 7.2 of the AVC requires the Department to provide written notice to Counter-Plaintiffs "if the Department becomes aware of circumstances which could result in a determination by the Department that Respondents are in violation of their obligations under this AVC".

20. The Department's most recent investigation of Counter-Plaintiffs, Counter-Plaintiffs' affiliates and their respective owners and the Department's repeated threats of litigation indicate that the Department has become aware of circumstances that could result in a determination by the Department that Counter-Plaintiffs have breached their obligations under the AVC.

21. The Department has not provided written notice to Counter-Plaintiffs that Counter-Plaintiffs have violated FDUTPA or any other provision in the AVC.

22. The Department has breached its obligation under AVC Section 7.2 by not providing such written notice to Counter-Plaintiffs.

WHEREFORE, Counter-Plaintiffs pray for relief in the form of damages, lost profits, costs, and/or any other relief this Court deems just and proper.

COUNT II – DECLARATORY RELIEF

23. There is a bona fide, actual, present, practical need for the Court to make a declaration that the disclosures on Counter-Plaintiffs' websites are "clear and conspicuous", as that term is defined in the AVC.

24. Such a declaration would resolve the present controversy which is at the heart of each cause of action in the Department's Complaint.

25. If the disclosures on Counter-Plaintiffs' websites are not "clear and conspicuous", FDUTPA prohibits Counter-Plaintiffs' from making those disclosures.

26. Counter-Plaintiffs' have an actual and present interest in the Court's declaration as to whether the disclosures on Counter-Plaintiffs' websites are "clear and conspicuous" because if the disclosures on Counter-Plaintiffs' websites are not "clear and conspicuous" Counter-Plaintiffs' will need to immediately modify such disclosures.

27. The Department and Counter-Plaintiffs are before this Court by proper process.

28. The relief sought is not merely the giving of legal advice by the Court or getting an answer to questions propounded from curiosity.

PRAYER FOR RELIEF

WHEREFORE, Counter-Plaintiffs pray for relief in the form of a Declaration that the disclosures on Counter-Plaintiffs' websites are "clear and conspicuous", as that term is defined in

the AVC and/or any other relief that this Court deems just and proper.

DATED: Sept 9, 2013

Respectfully submitted,


JENNIFER L. MILLER, ESQ.

FL Bar No. 00943991

Attorney for Defendants

999 West Yamato Rd., Ste 100

Boca Raton, FL 33431

Email: Miller@Xacti.com

Telephone: 561.989.7460

Facsimile: 561.989.7461

Walter Messick

From: Bud Bennington [BBennington@shutts.com]
Sent: Thursday, October 15, 2009 8:50 AM
To: Samantha Feuer
Subject: RE: Smart Savings
Attachments: Attachment1[1].pdf; Attachment2[1].pdf; Attachment3[1].pdf; Attachment4-1[1].pdf; Attachment4-2[1].pdf; Attachment4-3[1].pdf

Samantha: This e-mail and the one to follow will be the focus of our conference call at 10:30 today. I did my best to get all the data from the clients as soon as I could. I believe the data provided, along with the changes our client is willing to make, will raise your comfort level and put this matter to rest as to corrective actions. We will, of course, need to discuss the monetary aspect of the case once we address the substantive issues. I'll speak with you at 10:30. Regards, Bud

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Your satisfaction and your relationship are always important to us. You can try the BestBrandValues service risk-free for the first 3 days. Unless you cancel your account during the trial period, your BestBrandValues membership will be extended automatically at the low \$19.99 membership fee per month, billed to the credit card or debit card you provide today. Your membership will be automatically renewed monthly at the then-current monthly fee, billed to the credit or debit card you provide. If you choose to discontinue during the trial period, simply call us 24/7 toll-free at 866-529-3413 to cancel and you will pay nothing and owe nothing. There is no obligation to continue. Free Trial is available to new members only. Limit one per household.

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Save \$5 instantly on this order PLUS, Get these FREE!!
Risk-Free Trial... FREE
2-for-1 Deal Notifications... FREE

Button has "+" symbol after the word "Free" referencing Terms of Offer

Placed Terms of Offer below "Start my Free Trial" button and "No Thanks" link

Added 24/7 for cancelling


Done Internet 100%

HotMovieSale.com - Buy Cheap DVD's at HotMovieSale.com - Windows Internet Explorer

Home | Search | My Cart | My Account | Sign In | Information | Help

Search: [Search] Advanced Search

Home > TV Series > House: Season Five



House: Season Five

List Price: \$59.98
 Your Price: **\$46.12** 21% off
 Member Price: **\$35.45** 41% off
 YOU SAVE \$24.53 (41% off)

Special Offer: OFF YOUR FIRST ORDER!

Usually ships in 24 hours.

Availability: 14 days
 Ratings: PG-13
 Release Date: 6/25/2009

Additional Information
 Full Title: House: season 5 (dvd/5 discs/Eng Sub/Span/Dol Dig 5.1)
 Studio: Universal
 UPC: 02519050340
 Color
 Animated: No
 MPAA Rating: NR

Special Offer: DVD Under \$8.99
 New DVD Releases

Your cart is empty

Friday Night Lights: The Third Season \$23.05 21% off detail

Doctor: The Third Season \$33.31 23% off detail

Brothers & Sisters: The Complete Third Season \$48.43 19% off detail

One Tree Hill: The Complete Sixth Season \$46.12 21% off detail

Sons of Anarchy: Season One \$39.00 12% off detail

Related Products

House: Season Two
 Golden Globe winner Hugh Laurie is on call as maverick Dr. House.
 Release Date: 8/12/2009

List Price: \$59.98
 Your Price: **\$46.12** 21% off
 Member Price: **\$35.45** 41% off
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House: Season Three
 The tacitly controversial doctor is in!
 Release Date: 8/21/2009

List Price: \$59.98
 Your Price: **\$46.12** 21% off
 Member Price: **\$35.45** 41% off
 YOU SAVE \$24.53 (41% off)

House: Season One
 The complete first season of the TV series House M.D.
 Release Date: 8/16/2009

List Price: \$59.98
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 Member Price: **\$35.45** 41% off
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House: Season Four
 Dr. House is back for more puzzling medical mysteries. Watch the captivating personality of Dr. House...
 Release Date: 8/19/2009

List Price: \$59.98
 Your Price: **\$46.12** 21% off
 Member Price: **\$35.45** 41% off
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House: Reunited House Party
 Release Date: 8/17/2009

List Price: \$59.98
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 Member Price: **\$35.45** 41% off
 YOU SAVE \$24.53 (41% off)

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Added "Terms and Conditions" and "Customer Care" links in footer of website

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https://www.hotmoviesale.com/store/checkout.asp?ac=1

HotMovieSale Checkout Process

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 Become a member today and enjoy these benefits:

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- Get a \$5 discount on the first in-stock item you order today
- Receive exclusive members-only offers to help you save even more money

Save \$5 Instantly on this order!
PLUS, Get these FREE!!
 Risk-Free Trial... FREE
 2-for-1 Deal Not/Nations... FREE

JOIN NOW and GET \$5 OFF the first in-stock item you order today,
 PLUS SAVE 30% on each purchase!

Start my Free Trial

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 Your satisfaction and your relationship are always important to us. You can try the BestBrandValues service risk-free for the first 3 days. Unless you cancel your account during the trial period, your BestBrandValues membership will be extended automatically at the low \$19.95 membership fee per month, billed to the credit card or debit card you provide today. Your membership will be automatically renewed monthly at the then-current monthly fee, billed to the credit or debit card you provide. If you choose to discontinue during the trial period, simply call us 24/7 toll-free at 866-529-3413 to cancel and you will pay nothing and owe nothing. There is no obligation to continue. Free Trial is available to new members only. Limit one per household.

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Done

Internet

Button has "t" symbol after the word "Free" referencing Terms of Offer

Placed Terms of Offer below "Start my Free Trial" button and "No Thanks" link

Added 24/7 for cancelling

Added "Terms and Conditions" and "Customer Care" links in footer of website

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https://www.hotmoviesale.com/store/checkout2.asp

HotMovieSale Checkout Process

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USA HotMovieSale
PO Box 311308
Boca Raton, FL 33481-1308

Mark Haselwand
member since
03/20/2004
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VeriSign SSL to
secure all information
and communications.

This is a secure page

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VISA
MasterCard
SecureCode
Discover

Billing & Shipping

Billing & Shipping Information

Offer not available outside the contiguous U.S. Orders to U.S. military bases cannot be fulfilled. Shipments can only be sent to your billing address.

First Name: Last Name:

Address (include apt. or unit #):

City: State: ZIP Code:

Phone Number (Optional):

Email Address

Order Confirmation is sent to this address.

Enter Email Address:

Shipping Method

☒ Standard Shipping \$2.99
Delivery in 3-10 business days after shipment.

☐ FREE 2-Day Expedited Shipping Program
[See Other Orders](#)

Order Summary

[Change quantities or remove items](#)

Expected Shipping Date: 10/5/2008

SKU#	Items	Quantity	Unit Price	Price
MCA D511099380	House of Waxen Fire \$7.00 savings applied Availability: 10/5/2008 Membership Total Offer:	1	\$35.49	\$28.49
			\$0.00	\$0.00
	Subtotal:			\$28.49
	Shipping:			\$2.99
	Estimated Sales Tax:			\$2.12
	Total Price:			\$40.37

Do you have a discount code?

Payment Method

Your billing information is sent to us safely, securely and encrypted to ensure your privacy and payment protection.

Credit Card Number: Credit Card Type:

Expiration Date: Security Code:

What is a Security Code?

Your card may be eligible or enrolled in Verified by Visa or MasterCard SecureCode or other authentication programs. After clicking the "Submit Order" button, your Card Issuer may prompt you for your extra authentication password to complete your purchase.

☒ Yes, please send me special offers and valuable information from HotMovieSale.com and its partners.

☐ By checking the box and typing my email as my electronic signature and clicking on "Submit Order", I have read and agree to the [Privacy Policy](#) and [Terms & Conditions](#). I will receive an order confirmation and account related information by email after I submit this order.

Enter Email Address:

☒ VeriSign
Verified
Trusted

[Customer Care](#)

© HotMovieSale, LLC. All rights reserved. HotMovieSale is a trademark of HotMovieSale, LLC.
HotMovieSale.com 866-269-8487 or SmartSavingsCenter.com 800-911-6338

POWERED BY
SmartSavingsCenter.com

Done Internet 100%

"Terms & Conditions"
link is shown here

Added "Customer Care"
link

Walter Messick

From: Bud Bennington [BBennington@shutts.com]
Sent: Thursday, October 15, 2009 8:53 AM
To: Samantha Feuer
Subject: Part II of attachments re: Smart Savings
Attachments: Attachment5[1].pdf; Attachment7[1].pdf; Attachment8[1].pdf; Attachment 6.doc; Responses to Feuer Questions.doc

Samantha: Here is the second part of the attachments I addressed in my previous e-mail. Please note our responses to your specific questions in the last attachment above. Bud

IRS CIRCULAR 230 NOTICE: Pursuant to recently enacted U.S. Treasury Department Regulations, we are now required to advise you that, unless otherwise expressly indicated, any federal tax advice expressed above was neither written nor intended by the sender or this firm to be used and cannot be used by any taxpayer for the purpose of avoiding penalties that may be imposed under U.S. tax law. If any person uses or refers to any such tax advice in promoting, marketing or recommending a partnership or other entity, investment plan or arrangement to any taxpayer, then the advice should be considered to have been written to support the promotion or marketing by a person other than the sender or this firm of that transaction or matter, and such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

The information in this email transmission is privileged and confidential. If you are not the intended recipient, nor the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this transmission (including any attachments) is strictly prohibited. If you have received this email in error, please notify the sender by email reply. Thank you.

Attachment 6

Ownership/Management of Related Entities

1. SmartSavingsCenter.com, LLC (DE)

Ownership – RSOP Holdings, LLC 100%

Manager - Skip Middleton

2. Smart Savings Center, LLC

Ownership – RSOP Holdings, LLC 100%

Manager - Skip Middleton

3. HotBookSale.com, LLC

Ownership – RSOP Holdings, LLC 100%

Manager - Skip Middleton

4. HotMovieSale.com, LLC

Ownership – RSOP Holdings, LLC 100%

Manager - Skip Middleton

5. Discount Book Sale, LLC

Ownership – RSOP Holdings, LLC 100%

Manager - Skip Middleton

6. DiscountPosterSale.com, LLC

Ownership – RSOP Holdings, LLC 100%

Manager - Skip Middleton

7. BestBrandValues.com, LLC

Ownership – RSOP Holdings, LLC 100%

Manager - Skip Middleton

HotMovieSale.com Sale Process Non-Advertised Version

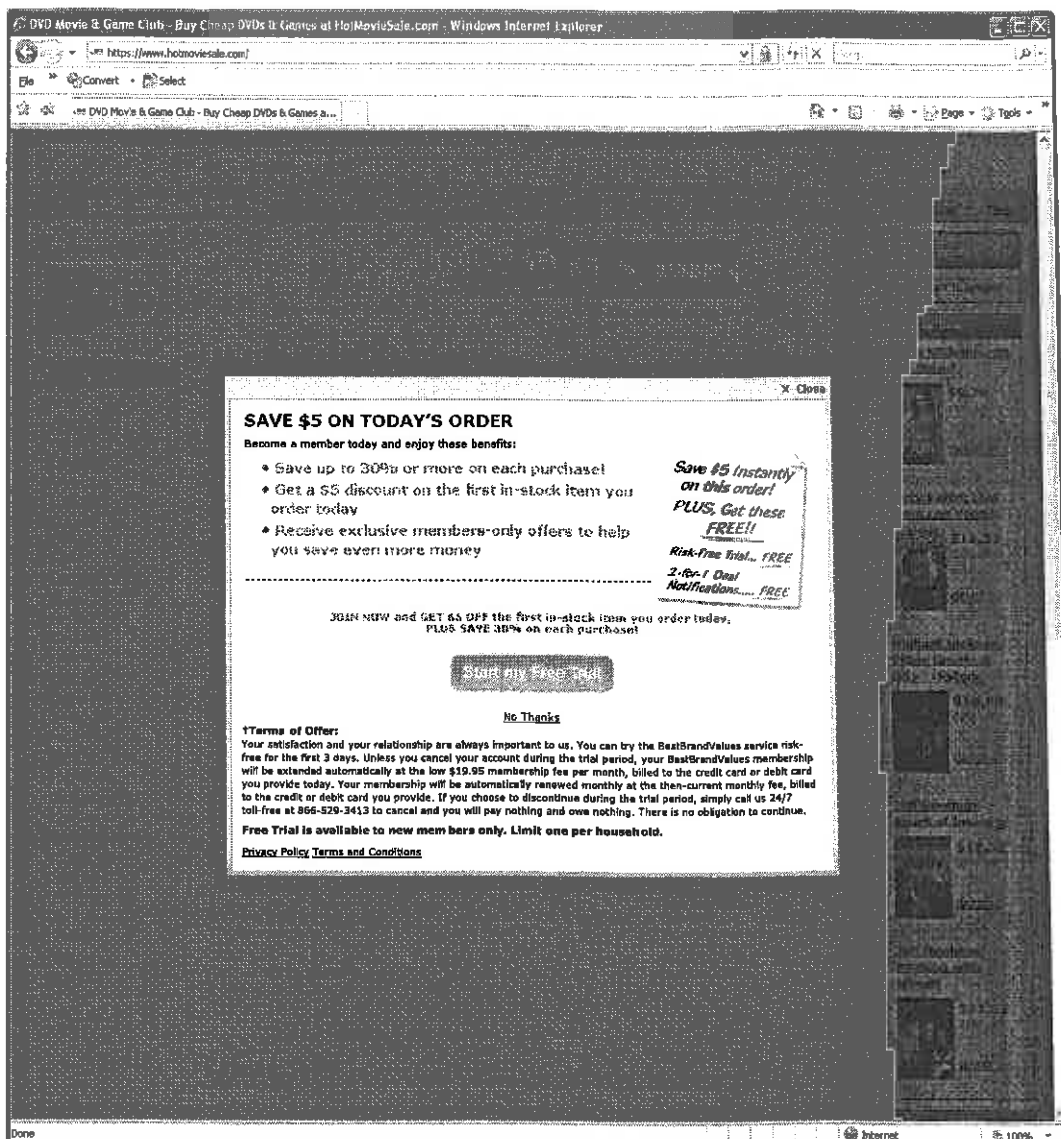
Sale Process Step 1: User visits website via non-advertised methods, for example, finding a link in organic search results.

The screenshot shows the HotMovieSale.com website in a Windows Internet Explorer browser. The website has a top navigation bar with links for Home, Action, Comedy, Music, TV Series, Documentary, and All Categories. A search bar is located on the left. The main content area is divided into several sections:

- Featured Products:** This section displays three products:
 - Halloween: Season 1:** List Price: \$69.98, Your Price: \$48.49 (30% off), Member Price: \$37.47 (46% off), YOU SAVE \$32.51 (47%).
 - Two and a Half Men: The Complete Sixth Season:** List Price: \$64.98, Your Price: \$35.36 (45% off), Member Price: \$26.61 (59% off), YOU SAVE \$38.37 (59%).
 - Boxset:** List Price: \$29.98, Your Price: \$24.99 (17% off), Member Price: \$20.28 (33% off), YOU SAVE \$9.70 (32%).
- New Releases:** This section displays two products:
 - The Best of Abbott & Costello: Volume 4:** List Price: \$29.98, Your Price: \$23.05 (23% off), Member Price: \$13.22 (56% off), YOU SAVE \$16.76 (56%).
 - The Best of Abbott & Costello: Volume 3:** List Price: \$29.98, Your Price: \$23.05 (23% off), Member Price: \$13.22 (56% off), YOU SAVE \$16.76 (56%).
- Coming Soon:** This section displays two products:
 - Trading Places:** List Price: \$29.98, Your Price: \$23.05 (23% off), Member Price: \$13.22 (56% off), YOU SAVE \$16.76 (56%).
 - Misconduct: Season One:** List Price: \$29.98, Your Price: \$23.05 (23% off), Member Price: \$13.22 (56% off), YOU SAVE \$16.76 (56%).
- HotMovieSale Promotions & Special Features:** This section includes a list of special promotions and popular categories.
- Customer Care:** This section provides information on how to get assistance, including contact details for member services.

At the bottom of the page, there is a footer with copyright information and a link to the Terms & Conditions page.

Step 2: User is presented BestBrandValues membership at various locations on the site – “BUY NOW” links, “JOIN NOW” links or “YES/NO” link at checkout. User can join at any point before completing the purchase by clicking “Start my Free Trial” button. Webshop default is set to no membership. Note: Text size changes depending on the user’s browser settings. The 11px font size used in the Terms of Offer is based on using the browser’s default settings for normal readability.




Step 3: User can view the product detail page and click "BUY NOW" to purchase the product.

PowerHouse.com - Buy Cheap DVD or Blu-ray Discs from the Internet

Home / House: Season Five

Search: [My Cart](#) [My Account](#) [Sign In](#) [Information](#) [Help](#)


Home: Season Five



List Price: \$99.99
Your Price: **\$46.12** [Buy Now!](#)
Member Price: **\$35.45** [Join Now!](#)
YOU SAVE \$24.53 (41% OFF)

Qty:

Usually ships in 24 hours.



Availability: 14 days
Rating:  [Additional Information](#)
Release Date: 8/25/2009 [Related Products](#)

Additional Information







Full Title: House: season 5 (dvd/boxset/imp Sds/Spdy/Dol Dig 5.1)
Studio: Universal
UPC: 07519050340
Color: Color
Animated: No
MPAA Rating: NR

[Compare](#) [Add to Cart](#) [Buy Now](#)

Special Offers

Related Products

<p></p> <p>House: Season Two Golden Globe winner Hugh Laurie is on call at St. Luke's. Format: Widescreen Release Date: 8/29/2006</p> <p>List Price: \$59.99 Your Price: \$46.12 Buy Now! Member Price: \$35.45 Join Now! YOU SAVE \$24.53 (41% OFF)</p>	<p></p> <p>House: Season Three The witty, controversial doctor is in. Release Date: 8/21/2007</p> <p>List Price: \$59.99 Your Price: \$46.12 Buy Now! Member Price: \$35.45 Join Now! YOU SAVE \$24.53 (41% OFF)</p>	<p></p> <p>House: Season One The complete first season of the TV series House M.D. Format: New Box Art Release Date: 2/19/2009</p> <p>List Price: \$59.99 Your Price: \$46.12 Buy Now! Member Price: \$35.45 Join Now! YOU SAVE \$24.53 (41% OFF)</p>
<p></p> <p>House: Season One The complete first season of the TV series House M.D. Release Date: 8/19/2008</p> <p>List Price: \$59.99 Your Price: \$46.12 Buy Now! Member Price: \$35.45 Join Now! YOU SAVE \$24.53 (41% OFF)</p>	<p></p> <p>House: Season Four Dr. House is back for more puzzling medical mysteries. Watch the perplexing personality of Dr. House... Release Date: 8/19/2010</p> <p>List Price: \$59.99 Your Price: \$46.12 Buy Now! Member Price: \$35.45 Join Now! YOU SAVE \$24.53 (41% OFF)</p>	<p></p> <p>House: Regency House Party Release Date: 8/19/2009</p> <p>List Price: \$59.99 Your Price: \$46.12 Buy Now! Member Price: \$35.45 Join Now! YOU SAVE \$24.53 (41% OFF)</p>

For a complete list of products, please visit our website at [http://www.powerhouse.com](#).
We warrant our products to be genuine and in good condition.

[Top Sellers](#) | [Featured Products](#) | [New Releases](#) | [Coming Soon](#)

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PowerHouse.com is a registered trademark of PowerHouse.com.
All other trademarks are the property of their respective owners.

Step 4: When user is ready for checkout and has not joined yet, he is presented the BestBrandValues membership offer before proceeding to the Checkout Page. Note: Text size changes depending on the user's browser settings. The 11px font size used in the Terms of Offer is based on using the browser's default settings for normal readability.

HotMovieSale - Lowest priced DVDs & games on the net - Windows Internet Explorer

https://www.hotmoviesale.com/stores/checkout1.aspx?ec=1

HotMovieSale - Lowest priced DVDs & games on the net

HotMovieSale Checkout Process

[Continue Shopping](#)

Billing & Shipping

SAVE \$5 ON TODAY'S ORDER

Become a member today and enjoy these benefits:

- Save up to 30% or more on each purchase!
- Get a \$5 discount on the first in-stock item you order today
- Receive exclusive members-only offers to help you save even more money

Save \$5 Instantly on this order!
PLUS, Get these FREE!!
Risk-Free Trial... FREE
2-for-1 Deal Notifications... FREE

JOIN NOW and GET \$5 OFF the first in-stock item you order today,
PLUS SAVE 30% on each purchase!

Alert my Free Trial

[No, Thanks, take me the Checkout page](#)

†Terms of Offer:
Your satisfaction and your relationship are always important to us. You can try the BestBrandValues service risk-free for the first 3 days. Unless you cancel your account during the trial period, your BestBrandValues membership will be extended automatically at the low \$19.95 membership fee per month, billed to the credit card or debit card you provide today. Your membership will be automatically renewed monthly at the then-current monthly fee, billed to the credit or debit card you provide. If you choose to discontinue during the trial period, simply call us 24/7 toll-free at 866-529-3413 to cancel and you will pay nothing and owe nothing. There is no obligation to continue.

Free Trial is available to new members only. Limit one per household.

[Privacy Policy](#) [Terms and Conditions](#)

[Top Sellers](#) | [Featured Products](#) | [New Releases](#) | [Coming Soon](#)

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HotMovieSale.com 866-566-9437 or SmartSavingsCenter.com 800-511-6538
Visit BestBrandValues.com, stores: [BestBrandValues.com](#) | [HotBankSale.com](#) | [DiscountSmartSale.com](#)
Also visit partner sites: [SmartSavingsCenter](#) | [RebateStart.com](#) | [U.S. Directory](#) | [Yellow Pages](#) | [Free ToBox.com](#) | [Email](#)

Done Internet 100%

A screenshot of a web browser displaying the HotMovieSale checkout process. The browser's address bar shows "https://www.hotmoviesale.com/store/checkout2.aspx". The page has a dark header with "HotMovieSale" and "Checkout Process" links. Below the header, there are several sections: 1. **Billing & Shipping Information**: Includes fields for First Name, Last Name, Address, City, State (dropdown), ZIP Code, Phone Number, Email Address, and Enter Email Address. It also features logos for SmartSavingsCenter, LLC, DBA HotMovieSale, and a "Secure Transaction" badge. 2. **Shipping Method**: Offers two options: "Standard Shipping \$2.99" and "FREE 2-Day Expedited Shipping Program". 3. **Order Summary**: A table listing items like "MCA DSI 1039380", "Houses Season Five", and "Membership Trial Offer" with their quantities and prices. It also includes a "Total Price" of \$40.57. 4. **Payment Method**: Features logos for Visa, MasterCard, American Express, and Discover. It includes fields for Credit Card Number, Expiration Date, Security Code, and Credit Card Type. There are also checkboxes for "Yes, please send me special offers..." and "By checking the box...". At the bottom, there is a "Submit Order" button and a "Customer Care" link.

Step 6: User is presented with an offer before proceeding to the Order Confirmation Page, requires email address to be filled in to join. Note: Text size changes depending on the user's browser settings. The 11px font size used in the Terms of Offer is based on using the browser's default settings for normal readability.

RebateGiant 2009 Consumer Survey - Windows Internet Explorer

https://www.rebategiant.com/survey.aspx?prodd=78&id=316567800&dbd=9&url=https%3a%2f%2fwww.hotmoviesale.com%2fstore%2f... Billon michels 30 day shred dvd

RebateGiant - 2009 Consumer Survey

REBATEGIANT.com
Where Shopping Saves You Big Bucks

2009 Consumer Survey
Claim your \$10.00 Cash Back and enjoy RebateGiant FREE for 30 days by completing our Survey. Simply click on your answers and fill in your information.

Will you be purchasing items for your home during the next 12 months?
☒ Yes ☐ No ☐ Possibly

Will you be dining out at least once during the next month?
☒ Yes ☐ No ☐ Possibly

Did you use a credit or debit card for your purchase today?
☒ Credit Card ☐ Debit Card

Please enter your email address:
By typing your email address below, it will constitute your electronic signature and is your written authorization to charge/debit your account according to the Terms of Offer.

Enter Email Address

Confirm Email

This is a secure page

By clicking "Yes" I have read and agree to the Terms of Offer displayed to the right and authorize HotMoviesale.com to transfer my name, address and credit/debit card information securely to RebateGiant. I want to claim my \$10.00 Cash Back and enjoy RebateGiant FREE for 30 days.

Yes

Please click ONCE and wait.

No Thanks

Special Exclusive Reward from RebateGiant

YOU'RE ELIGIBLE FOR

\$10 Cash Back

ON YOUR NEXT PURCHASE AND A FREE TRIAL MEMBERSHIP A \$10.00 MONTHLY VALUE

◀◀◀ Complete Our Survey and Get \$10.00 Cash Back on Your Next Purchase ▶▶▶

We'd like to give you a special thank you reward for taking a brief survey to help us gain insight on consumer shopping trends. Please complete our 2009 Consumer Trends Survey and RebateGiant registration to claim \$10.00 Cash Back on the next HotMoviesale.com purchase. You'll also receive money saving discounts from RebateGiant, a leading discount savings program you can enjoy every day! [View \\$10.00 Cash Back details.](#)

Membership Benefits

- Shopping Bargains — Save at leading retailers you know and trust for home, fashion, health, electronics, automotive and so much more — saving you \$1,800's a year. [View Benefits](#)
- Entertainment Values — Get rebates and discounts on event admission tickets, DVDs, music CDs, books, hobbies and more entertainment fun — saving you up to 50%. [View Benefits](#)
- Save on Recreation — Spend less on outdoor recreational equipment and supplies, exercise and sports equipment, even home gyms and sports apparel. [View Benefits](#)
- Super Travel Deals — Receive cash back on hotels, car rentals, cruises, airfare and travel packages. Get up to 50% off full-price hotel rates. [View Benefits](#)

Terms of Offer
By clicking "Yes" you can take immediate advantage of money-saving rebates and coupon offers as described on this site. You can try the RebateGiant services risk-free for the first 30 days. Unless you cancel your account during the trial period, your RebateGiant membership will be extended automatically at the low \$15.95 membership fee per month, billed to the credit card or debit card you provide. For your convenience, your membership will automatically continue a month at our then current monthly fee billed to the credit or debit card you authorized. But if you decide RebateGiant's not for you, simply call toll-free 1-888-223-5345 to cancel. Upon cancellation, you'll no longer be charged/debited the monthly fee. Please read the full Terms and Conditions below before proceeding.

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RebateGiant.com

Internet 100%

Step 7: User is directed to the Order Confirmation Page and is also sent an Order Confirmation by email.

HotMovieSale - Checkout Process - Windows Internet Explorer

http://www.hotmoviesale.com/store/checkoutconfirmation.aspx?mg=1196938&oid=McOrder=353205&id=353205

HotMovieSale - Checkout Process

HotMovieSale Checkout Process

[Continue Shopping](#)

Thank You

Thank You, Your Order has been completed.

This is a confirmation of items that you have ordered. Your credit card will be processed when we ship your order. You may check your order status later when you sign into your HotMovieSale.com account and click on the "My Account" link. Your login information will be emailed to you shortly.

Security Question

To help us increase the security of your order, prevent abuse of your account and allow you to retrieve your password if you forget it, please select and answer two secret questions.

Question 1:

Answer 1:

Order #353205		Supplier Ingram		
SKU#	Items	Quantity	Unit Price	Your Price
MCA D511059590	Home: Season Five \$5.00 savings applied	1	\$35.43	\$35.43
	Membership Trial Offer	1	\$0.00	\$0.00
			Subtotal:	\$35.43
			Shipping Costs	\$2.99
			Tax:	\$2.13
			Total Price:	\$40.57

Billing, Shipping & Email Address:

Ehmstest Rhmstest
607 NE 3RD AVE
FT LAUDERDALE, FL, 33304
US

Email Address: rowley@maxloyalty.com

Paid by Visa *****9039

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HotMovieSale.com 866-364-8437 or SmartSavingsCenter.com 900-311-6329

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Done Internet 100%

Subject: Order Confirmation
From: confirmation@hotmoviesale.com
Date: 10/6/2009

Thank you for your order at HotMovieSale.com.

This email confirms the items you have ordered.

Some of the items that you ordered are currently not in stock.
Transaction date: 10/6/2009

ORDER # 353205

Shipping Method: Standard Shipping \$2.99

ITEMS:

Item: 1x - House: Season Five
Price: \$35.45
(price already includes \$5.00 savings for first-time purchase)

Shipping Cost: \$2.99
Tax: \$2.13

Total: \$40.57

Paid by Visa *****9039

Billing & Shipping Address:
Ehmstest Rhmstest
607 NE 3RD AVE
FT LAUDERDALE, FL, 33304
US

Email Address: rowley@maxloyalty.com

Your credit card will be processed when we ship your order. You may check your order status when you sign into your HotMovieSale.com account, or you can click on this link to access your account now:
<https://www.hotmoviesale.com/store/user/myaccount.aspx?cu=tX17z7lFwceVV0k6zyBdPsp6khD05XVQSEpqYzf4oIIYeE05R86316210&JlIdTei06R>

If you have any questions about your order contact HotMovieSale.com Services 24/7 toll-free at 866-566-8437 or send us a support ticket at <http://www.HotMovieSale.com/store/user/support.aspx>.

This is an automated email; please do not reply to this email.

Step 8: User receives a Welcome Email for joining BestBrandValues.

Subject: Welcome to BestBrandValues.com
From: registration@bestbrandvalues.com
Date: 10/6/2009

Welcome, Ehmstest Rhmstest!

Now you can take advantage of wholesale prices on DVDs, books and merchandise and the great benefits BestBrandValues has to offer.

Click here to access great buys at BestBrandValues:
<https://www.bestbrandvalues.com/default.aspx?cu=9jJkEnoTr2UmBCIj6IAHLg-yPZwSKLLWQBaD8bKbmigWNKheuArZ7EkLsdDOTPPZSYLWk9io@>

We recommend that you save this Welcome email for your records which gives you access to all your benefits at BestBrandValues. We suggest you bookmark BestBrandValues.com so you can instantly locate great bargains.

Enjoy 24-hour access to our full inventory of products and money-saving benefits. Go to www.BestBrandValues.com, and start saving on all your purchases using your login information:

YOUR LOGIN INFORMATION

Your ID to login: rowley@maxloyalty.com
Your Password: 38616402

This unique password was assigned to you when you joined BestBrandValues. You can change this password anytime on the Change Password page. To change the password now, click on the following link or copy and paste it in your browser. You'll be automatically signed in and redirected to the Change Password page.

Click here to change your password:
https://www.bestbrandvalues.com/user/user_change_password.aspx?cu=9jJkEnoTr2UmBCIj6IAHLg-yPZwSKLLWQBaD8bKbmigWNKheuArZ7EkLsdDOTPPZSYLWk9io@

Your membership comes with great money-saving benefits. To access your benefits go to
https://www.bestbrandvalues.com/user/user_benefits.aspx?cu=9jJkEnoTr2UmBCIj6IAHLg-yPZwSKLLWQBaD8bKbmigWNKheuArZ7EkLsdDOTPPZSYLWk9io@

Take advantage of great deals like these:

***** Shop for DVDs *****

Browse through 1,000's of DVDs and find your favorite.

Click here to view DVDs:

<http://www.hotmoviesale.com/default.aspx?cu=9jJkEnoTr2UmBCIj6IAHLg-yPZwSKLLWQBaD8bKbmigWNKheuArZ7EkLsdDOTPPZSYLWk9io@>

***** Find Great Books *****

Choose from bestsellers, classics, hard-to-find books and more.

Click here to view Books:

<http://www.discountbooksale.com/default.aspx?cu=9jJkEnoTr2UmBCIj6IAHLg-yPZwSKLLWQBaD8bKbmigWNKheuArZ7EkLsdDOTPPZSYLWk9io@>

***** Save on Posters *****

Cover your walls with favorite posters and art prints or pick the perfect gift for your friends and family. Choose from subjects like celebrities, animals, landscapes, maps and much more.

Click here to view our posters and art prints gallery:

<http://www.discountpostersale.com/default.aspx?cu=9jJkEnoTr2UmBCIj6IAHLg-yPZwSKLLWQBaD8bKbmigWNKheuArZ7EkLsdDOTPPZSYLWk9io@>

YOUR CONTACT INFORMATION

Please check your contact information below and make updates as needed to "Member Profile" at our website by clicking here:

http://www.bestbrandvalues.com/user/user_change_contact.aspx

Full Name: Ehmstest Rhmstest
Street Address: 607 NE 3RD AVE
City: FT LAUDERDALE
State: FL
Zip Code: 33304
Country: US
Email: rowley@maxloyalty.com

OFFER AND BILLING CONFIRMATION - KEEP FOR YOUR RECORDS

Your satisfaction and your relationship are always important to us. You can try the BestBrandValues service risk-free for the first 3 days. Unless you cancel your account during the trial period, your BestBrandValues membership will be extended automatically at the low \$19.95 membership fee per month, billed to the credit card or debit card you provide today. Your membership will be automatically renewed monthly at the then-current monthly fee, billed to the credit or debit card you provide. If you choose to discontinue during the trial period, simply call 24/7 toll-free 866-529-3413 to cancel and you will pay nothing and owe nothing. There is no obligation to continue. Only one membership per household.

This program is not available for Corporate Accounts or for customers who purchase products for business or institutional use or for the purpose of resale.

TERMS AND CONDITIONS, TERMS OF USE & PRIVACY POLICY

Please review our Terms and Conditions (<http://www.bestbrandvalues.com/legal/tac.aspx>), Terms of Use (<http://www.bestbrandvalues.com/legal/terms.aspx>) and Privacy Policy (<http://www.bestbrandvalues.com/legal/privacy.aspx>).

MEMBER SERVICES -- YOUR SATISFACTION IS OUR REWARD

We are happy to serve our members 24/7. Send us your questions and comments on a Support Ticket at http://www.bestbrandvalues.com/user/user_support.aspx. We're confident you'll enjoy all the great products and money-saving benefits BestBrandValues has to offer you.

Sincerely,
BestBrandValues

This email contains links that allow automatic login into your BestBrandValues account. We recommend that you do not forward this email or the links to anyone. This is an automated email; please do not reply to this email.

Step 9: User receives an End of Trial Notification.

Subject: BestBrandValues end Trial Notification
From: registration@bestbrandvalues.com
Date: 10/6/2009

Dear Ehmstest Rhmstest

This email serves as a reminder that your free 3-day trial membership with BestBrandValues will end on 10/9/2009 at 7:00 AM ET. We will begin billing on 10/9/2009 after that time and you can take advantage of wholesale prices on DVDs, books and merchandise and the great benefits BestBrandValues has to offer.

Click here to access great buys at BestBrandValues:

<https://www.bestbrandvalues.com/default.aspx? cu=WoKqVJG9MP0fJicKYw86BHcP22dRLgDDc8C8og8P6rWAFi5Xx1wiq1Crysd0xhCod40y3dAU8>

Take advantage of great deals like these:

*** Shop for DVDs ***

Browse through 1,000's of DVDs and find your favorite.

Click here to view DVDs:

<http://www.hotmoviesale.com/default.aspx? cu=WoKqVJG9MP0fJicKYw86BHcP22dRLgDDc8C8og8P6rWAFi5Xx1wiq1Crysd0xhCod40y3dAU8>

*** Find Great Books ***

Choose from bestsellers, classics, hard-to-find books and more.

Click here to view Books:

<http://www.hotbooksale.com/default.aspx? cu=WoKqVJG9MP0fJicKYw86BHcP22dRLgDDc8C8og8P6rWAFi5Xx1wiq1Crysd0xhCod40y3dAU8>

*** Save on Posters ***

Cover your walls with favorite posters and art prints or pick the perfect gift for your friends and family. Choose from subjects like celebrities, animals, landscapes, maps and much more.

Click here to view our posters and art prints gallery:

<http://www.discountpostersale.com/default.aspx? cu=WoKqVJG9MP0fJicKYw86BHcP22dRLgDDc8C8og8P6rWAFi5Xx1wiq1Crysd0xhCod40y3dAU8>

YOUR CONTACT INFORMATION

Please check your contact information below and make updates as needed to "Member Profile" at our website by clicking here:

http://www.bestbrandvalues.com/user/user_change_contact.aspx

Full Name: Ehmstest Rhmstest
Street Address: 607 NE 3RD AVE
City: FT LAUDERDALE
State: FL
Zip Code: 33304
Country: US
Email: rowley@maxloyalty.com

OFFER AND BILLING CONFIRMATION - KEEP FOR YOUR RECORDS

Your satisfaction and your relationship are always important to us. You can try the BestBrandValues service risk-free for the first 3 days. Unless you cancel your account during the trial period, your BestBrandValues membership will be extended automatically at the low \$19.95 membership fee per month, billed to the credit card or debit card you provided. Your membership will be automatically renewed monthly at the then-current monthly fee, billed to the credit or debit card you provided. If you choose to discontinue during the trial period, simply call toll-free 866-529-3413 to cancel and you will pay nothing and owe nothing. There is no obligation to continue. Only one membership per household.

This program is not available for Corporate Accounts or for customers who purchase products for business or institutional use or for the purpose of resale.

TERMS AND CONDITIONS, TERMS OF USE & PRIVACY POLICY

Please review our Terms and Conditions (<http://www.bestbrandvalues.com/legal/tac.aspx>), Terms of Use (<http://www.bestbrandvalues.com/legal/terms.aspx>) and Privacy Policy (<http://www.bestbrandvalues.com/legal/privacy.aspx>).

MEMBER SERVICES -- YOUR SATISFACTION IS OUR REWARD

We are happy to serve our members 24/7. Send us your questions and comments on a Support Ticket at http://www.bestbrandvalues.com/user/user_support.aspx. We're confident you'll enjoy all the great products and money-saving benefits BestBrandValues has to offer you.

Sincerely,
BestBrandValues

This email contains links that allow automatic login into your BestBrandValues account. We recommend that you do not forward this email or the links to anyone. This is an automated email, please do not reply to this email.

Jillian Michaels: 30 Day Shred - Buy Cheap DVDs at HotMovieSale.com - Windows Internet Explorer

https://www.hotmoviesale.com/store/productView.aspx?productId=78360&ec=18&ProdId=29

HotMovieSale.com 866-566-8437 or SmartSavingsCenter.com 800-511-6338

HotMovieSale Drama Action Comedy Music TV Series Fitness All Categories

Search: [search] Advanced Search My Cart My Account Sign In Information Help

1835-263011 Finance Jillian Michaels: 30 Day Shred

USE UP TO 30 MINUTES IN 30 DAYS!

Jillian Michaels: 30 Day Shred

List Price: \$14.98
Your Price: **\$3.59** BUY NOW!
YOU SAVE \$11.39 (76% OFF)

Special Offer
OFF YOUR FIRST ORDER!

Qty: 1 ADD TO CART

Usually ships in 24 hours.

Availability: 24 Hours
Rating: ★★★★★ - [rate this product](#)
Release Date: 3/18/2008

Additional Information

Full Title: Michaels 30 Day Shred (dvd) (eng/2.0)
Studio: Lionsgate
UPC: 031398226956
Animated: No
Run Time: 60 minutes
MPAA Rating: NR

Special Offers

UP TO 55% OFF
DVD Under \$9.99

Donna Richardson: Sweating in the Spirit \$1.18 85% off

Leslie Sansone: Walk Your Belly Flat \$3.76 75% off

The Biggest Loser: Boot Camp \$3.59

Your cart is empty

As a member of BestBrandValues, you'll receive \$5 off your first order. Price shown includes \$5 off for new members only. Not valid for current members. With your purchase, you'll also enjoy a 3-day free trial membership in the BestBrandValues program at \$19.95/month unless you cancel during the trial period. Members enjoy wholesale pricing on over 70,000 DVD titles, over 1,000,000 book titles and over 300,000 art prints and posters by top artists.

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HotMovieSale.com 866-566-8437 or SmartSavingsCenter.com 800-511-6338
Visit BestBrandValues.com or store at: [BestBrandValues.com](#) | [HotMovieSale.com](#) | [DiscountExtravale.com](#)
Also visit partner sites: [SmartSavingsCenter.com](#) | [ExtraSaver.com](#) | [DailyDeals.com](#) | [Groupon.com](#) | [eSaver.com](#) | [eSaver.com](#)

HotMovieSale - Lowest priced DVDs & games on the net - Windows Internet Explorer

https://www.hotmoviesale.com/store/legal/terms.aspx

Offer Details

Your satisfaction is always important to us. You can try the BestBrandValues service risk-free for the first 3 days. Unless you cancel your account during the trial period, your BestBrandValues membership will be billed in advance at the low \$19.95 membership fee per month, billed to the credit card or debit card you provide today. Your membership will be automatically renewed monthly at the then-current monthly fee, billed to the credit or debit card you provide. If you choose to discontinue during the trial period, simply call us 24/7 toll-free at 866-529-3413 to cancel and you will pay nothing and owe nothing. There is no obligation to continue. Only one membership per household is permitted. To order items without having a membership, [click here](#).

Customer Care

HotMovieSale Order Assistance
If you have questions about your HotMovieSale order, log in to your HotMovieSale account and click on the "Support" tab to submit a support ticket or call us 24/7 toll-free at 800-511-6338 for assistance.

BestBrandValues Membership Assistance
If you are a BestBrandValues member, you can contact Member Services 24/7 for assistance. For questions about your account or member benefits, log in to your BestBrandValues account and click on the "Support" tab to submit a support ticket.

To cancel your BestBrandValues membership, simply log in to your BestBrandValues account and click on the "Cancel Membership" menu tab. Complete the form and then be sure to click the "Cancel Membership" button. You can also call BestBrandValues to cancel anytime by calling toll-free 866-529-3413. If you choose to discontinue during the trial period, simply call to cancel before your trial ends and you will pay nothing and owe nothing. There is no obligation to continue.

HotMovieSale.com Sale Process Advertised Version

Sale Process Step 1: User clicks on sponsored ads on search engines such as Google™, Yahoo!®, etc.

ezanga.com | Search results for: Michaels J-30 Shred DVD - Windows Internet Explorer

http://ezanga.com/search/web.php?q=Michaels+J-30+Shred+DVD

File Convert Select

ezanga.com | Search results for: Michaels J-30 Shred ...

Home Our News About Us Contact Us Partners Prize Giveaway

Search Jillian michaels 30 day shred dvd 30

Jillian Michaels: 30 Day Shred [DVD]
 Jillian Michaels: 30 Day Shred [DVD] by Andrea Ambandes in Movies ... Michaels J-30 Shred DVD. www.HotMovieSale.com Huge Inventory Of Low Cost DVDs. ...
google.com/products?...&sa=td&ad=put=no/s&as=sellers
 Site History

Jillian Michaels: 30 Day Shred: DVD: Lions Gate - B...
<http://www.buy.com/prod/jillian-michaels-30-day-shred/q10032206762493.html>. Customer Reviews ... I totally recommend this DVD, what a great workout...
buy.com/prod.../q10032206762493.html
 Site History

Jillian Michaels: 30 Day Shred - Buy Cheap DVDs at...
 Homepage "Fitness" Jillian Michaels: 30 Day Shred "Special Offers" ... Michaels J-30 Shred (dvd) (eng/2.0) Studio: Lionsgate. UPC: 031398228956. Animated: No ...
hotmovieale.com/978360/Jillian-Michaels-30-Day-Shred.html
 Site History

Finish Jillian Michaels "30 day shred" dvd
 Michaels J-30 Shred DVD. Huge Inventory Of Low Cost DVDs. Fast, Free Shipping. Order Today! ... Finish Jillian Michaels "30 day shred" dvd. Very similar goal: ...
43things.com/.../finish-jillian-michaels-30-day-shred-dvd
 Site History

Complete: Jillian Michaels 30 Day Shred
 Michaels J-30 Shred DVD. Huge Inventory Of Low Cost DVDs. Fast, Free Shipping. Order Today! ... jillian michaels 30 day shred - 0 fewer people ...
43things.com/.../complete-jillian-michaels-30-day-shred
 Site History

HotMovieSale - Top Sellers
 Jillian Michaels: 30 Day Shred, Jeff Dunham: Arguing with Myself, Jeff Dunham: ... Jillian Michaels: 30 Day Shred. Full Title: Michaels J-30 Shred (dvd) (eng/2.0) ...
www.hotmovieale.com/store/topSellers.aspx
 Site History

Jillian Michaels 30 Day Shred
 Find Jillian Michaels - 30 Day Shred DVD, 2008, Canadian and a huge selection of ... Jillian Michaels: 30 Day Shred: . Full Title: Michaels J-30 Shred (dvd) (eng/ 2.0) ...
www.bonaplayer.ca/extras/jillian-michaels-30-day-shred.html
 Site History

Jillian Michaels 30 Day Shred
 Jillian Michaels - 30 Day Shred DVD movie video \$10.15 in stock at CD Universe, ... Jillian Michaels: 30 Day Shred, . Full Title: Michaels J-30 Shred (dvd) (eng/ 2.0) ...
rosvshare.com/gom/cm1.../jillian-michaels-30-day-shred
 Site History

MICHAELS STORE HOURS
 Michaels J-30 Shred (dvd) (eng/2.0) Studio: Lionsgate. UPC: 031398228956: ... Jillian Michaels - 30 Day Shred : Science ProductsLocation: Home Â DVD Â ...
hotspringmotorplex.com/.../hour-michaels-store-hours
 Site History

Jillian Michaels - 30 Day Shred (DVD - 2007) - Compare...
 Read Jillian Michaels - 30 Day Shred and Movies user reviews. ... Michaels J-30 Shred DVD. Huge Inventory Of Low Cost DVDs. Fast, Free Shipping. Order Today! ...
www.pricerabbler.com/search_getprod.php?sealerid=119180801
 Site History

Ask the Community Recent Questions

Got a question about Michaels J-30-Shred-DVD? Type your question here...

When does the new season of The ...

Internet 100%

Step 2: User is directed to the product detail page on the site and can choose to buy.

Jillian Michaels: 30 Day Shred - Buy Cheap DVDs at HotMovieSale.com - Windows Internet Explorer

HotMovieSale.com 866-566-5437 or SmartSavingsCenter.com 800-511-6538

Search: [search] Advanced Search My Cart My Account Sign In Information Help

Michaela 20 Jillian Michaels: 30 Day Shred »

Jillian Michaels: 30 Day Shred

LOSE UP TO 20 POUNDS IN 30 DAYS!

List Price: \$14.98
Your Price: **\$3.59**
YOU SAVE \$11.39 (76% OFF)

Qty: [1] [Add to Cart](#)

Usually ships in 24 hours.

Availability: 24 Hours
Rating: ★★★★★ [rate this product](#)
Release Date: 3/18/2008

Special Offer!
OFF YOUR FIRST ORDER!

Additional Information

Full Title: Michaels 30 Day Shred (dvd) (eng/2.0)
Studio: Lionsgate
UPC: 031398226956
Animated: No
Run Time: 60 minutes
MPAA Rating: NR

Compare Tell a Friend Print

Special Offers

DVD Under \$9.99

New DVD Releases

Your cart is empty

Certified used content more of better value.

Leslie Sansone: Walk Your Belly Flat \$3.76 75% off [detail](#)

The Biggest Loser: Boot Camp \$3.59 [detail](#)

Offer Details

Your satisfaction is always important to us. You can try the BestBrandValues service risk-free for the first 3 days. Unless you cancel your account during the trial period, your BestBrandValues membership will be billed in advance at the low \$19.95 membership fee per month, billed to the credit card or debit card you provide today. Your membership will be automatically renewed monthly at the then-current monthly fee, billed to the credit or debit card you provide. If you choose to discontinue during the trial period, simply call us 24/7 toll-free at 866-529-3413 to cancel and you will pay nothing and owe nothing. There is no obligation to continue. Only one membership per household is permitted. To order items without having a membership, [click here](#).

Click here for Details

Donna Richardson: Sweating in the Spirit \$11.18 83% off [detail](#)

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Visit BestBrandValues.com: [BestBrandValues.com](#) | [HotMovieSale.com](#) | [SmartSavingsCenter.com](#)
Also visit partner sites: [SmartSavingsCenter](#) | [SmartSavings](#) | [J.R. Shred](#) | [Online Yellow Pages](#) | [Free Local.com Email](#)

HotMovieSale - Lowest priced DVDs & games on the net - Windows Internet Explorer

Customer Care

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BestBrandValues Membership Assistance
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To cancel your BestBrandValues membership, simply log in to your BestBrandValues account and click on the "Cancel Membership" menu tab. Complete the form and then be sure to click the "Cancel Membership" button. You can also call BestBrandValues to cancel anytime by calling toll-free 866-529-3413. If you choose to discontinue during the trial period, simply call to cancel before your trial ends and you will pay nothing and owe nothing. There is no obligation to continue.

[illegible]

Step 4: User is presented with an offer before proceeding to the Order Confirmation Page, requires email address to be filled in to join. Note: Text size changes depending on the user's browser settings. The 11px font size used in the Terms of Offer is based on using the browser's default settings for normal readability.

RebateGiant - 2009 Consumer Survey - Windows Internet Explorer

https://www.rebategiant.com/survey.aspx?prodid=7&rid=316567808&mbid=6url=https%3A%2F%2Fwww.hotmoviesale.com%2Fstore%2F... | on michael's 30 day shred dvd

RebateGiant - 2009 Consumer Survey

REBATEGIANT.com
Where Shopping Saves You Big Bucks

Special Exclusive Reward from RebateGiant

YOU'RE ELIGIBLE FOR
\$10 Cash Back
ON YOUR NEXT PURCHASE AND A FREE TRIAL MEMBERSHIP (A \$19.95 MONTHLY VALUE)

2009 Consumer Survey
Claim your \$10.00 Cash Back and enjoy RebateGiant FREE for 30 days by completing our Survey. Simply click on your answers and fill in your information.

Will you be purchasing items for your home during the next 12 months?
☒ Yes ☐ No ☐ Possibly

Will you be dining out at least once during the next month?
☒ Yes ☐ No ☐ Possibly

Did you use a credit or debit card for your purchase today?
☒ Credit Card ☐ Debit Card

Please enter your email address:
By typing your email address below, it will constitute your electronic signature and is your written authorization to charge/debit your account according to the Terms of Offer.

*Enter Email Address

*Confirm Email

This is a secure page

By clicking "Yes" I have read and agree to the Terms of Offer displayed to the right and authorize HotMovieSale.com to transfer my name, address and credit/debit card information securely to RebateGiant. I want to claim my \$10.00 Cash Back and enjoy RebateGiant FREE for 30 days.

Yes

Please click ONCE and wait.

[No Thanks](#)

Membership Benefits

- Shopping Bargains — Save at leading retailers you know and trust for home, fashion, health, electronics, automotive and so much more — saving you \$1,000's a year. [View Benefits](#)
- Entertainment Values — Get rebates and discounts on event admission tickets, DVDs, music CDs, books, hobbies and more entertainment fun — saving you up to 50%. [View Benefits](#)
- Save on Recreation — Spend less on outdoor recreational equipment and supplies, exercise and sports equipment, even home gyms and sports apparel. [View Benefits](#)
- Super Travel Deals — Receive cash back on hotels, car rentals, cruises, airfare and travel packages. Get up to 50% off full-price hotel rates. [View Benefits](#)

Terms of Offer

By clicking "Yes" you can take immediate advantage of money-saving rebates and coupon offers as described on this site. You can try the RebateGiant service risk-free for the first 30 days. Unless you cancel your account during the trial period, your RebateGiant membership will be extended automatically at the low \$19.95 membership fee per month, billed to the credit card or debit card you provide. For your convenience, your membership will automatically continue month-to-month at our then-current monthly fee billed to the credit or debit card you authorized. But if you decide RebateGiant's not for you, simply call toll-free 1-888-228-5346 to cancel. Upon cancellation, you'll no longer be charged/debited the monthly fee. Please read the full Terms and Conditions below before proceeding.

[Privacy Policy](#) | [Terms and Conditions](#)

1 This offer is conducted exclusively by RebateGiant and is not endorsed or sponsored by any of the participating retailers. All products and companies mentioned are trademarks and/or registered trademarks of their respective owners.

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Internet 100%

Step 5: User is directed to the Order Confirmation Page and is also sent an Order Confirmation by email.

HotMovieSale Checkout Process - Windows Internet Explorer

https://www.hotmoviesale.com/store/checkoutconfirmation.aspx?qr=76540&ord=0&id=352320&id=352320&ec=1

HotMovieSale Checkout Process

[Continue Shopping](#)

Thank You

Thank You, Your Order has been completed.

This is a confirmation of items that you have ordered. Your credit card will be processed when we ship your order. You may check your order status later when you sign into your HotMovieSale.com account and click on the "My Account" link. Your login information will be emailed to you shortly.

Security Question

To help us increase the security of your order, prevent abuse of your account and allow you to retrieve your password if you forget it, please select and answer two secret questions.

Question 1:

Answer 1:

Submit Questions

Order #352320		Supplier: Ingram	
SKU#	Items	Quantity	Unit Price Your Price
LOE 022699D	Jillian Michaels: 30 Day Shred \$5.20 savings applied	1	\$3.59 \$3.59
	Membership Trial Offer	1	\$0.00 \$0.00
		Subtotal:	\$3.59
		Shipping Cost:	\$2.99
		Tax:	\$0.22
		Total Price:	\$6.80

Billing, Shipping & Email Address:

Contesting Rrtesting
1650 W MCNAB RD
FT LAUDERDALE, FL, 33309
US

Email Address: contestideas@corp.crawler.com
Paid by Visa *****9013

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HotMovieSale.com 866-546-8437 or SmartSavingsCenter.com 800-511-6338

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Done Internet 100%

Subject: Order Confirmation
From: confirmation@hotmoviesale.com
Date: 10/6/2009

Thank you for your order at HotMovieSale.com.

This email confirms the items you have ordered.

Some of the items that you ordered are currently not in stock.
Transaction date: 10/6/2009

ORDER # 352320

Shipping Method: Standard Shipping \$2.99

ITEMS:

Item: 1x - Jillian Michaels: 30 Day Shred
Price: \$3.59
(price already includes \$5.00 savings for first-time purchase)

Shipping Cost: \$2.99
Tax: \$0.22

Total: \$6.80

Paid by Visa Visa *****9013
Billing & Shipping Address:
Eetesting Rrtesting
1650 W MCNAB RD
FT LAUDERDALE, FL, 33309
US

Email Address: contestideas@corp.crawler.com

Your credit card will be processed when we ship your order. You may check your order status when you sign into your HotMovieSale.com account, or you can click on this link to access your account now:
<https://www.hotmoviesale.com/store/user/myaccount.aspx?cu=yIS XgyIgMMo YGSKRYYc-q9KXkVClIol ba8cShwLkHO7KqVw9SKHrCC0sku3C3U yAb>

If you have any questions about your order contact HotMovieSale.com Services 24/7 toll-free at 866-566-8437 or send us a support ticket at <http://www.HotMovieSale.com/store/user/support.aspx>.

This is an automated email; please do not reply to this email.

Step 6: User receives a Welcome Email for joining BestBrandValues.

Subject: Welcome to BestBrandValues!
From: registration@bestbrandvalues.com
Date: 10/6/2009

Welcome, Eetesting Rrtesting!

Now you can take advantage of wholesale prices on DVDs, books and merchandise and the great benefits BestBrandValues has to offer.

Click here to access great buys at BestBrandValues:

<https://www.bestbrandvalues.com/default.aspx? cu=WoKqVJG9MP0TOjckYw86BHcP22d2KqDrV9CYlg8P6rWAFi5XxlwqlCrysd0xhioT7k0xewg8>

We recommend that you save this Welcome email for your records which gives you access to all your benefits at BestBrandValues. We suggest you bookmark BestBrandValues.com so you can instantly locate great bargains.

Enjoy 24-hour access to our full inventory of products and money-saving benefits. Go to www.BestBrandValues.com, and start saving on all your purchases using your login information:

YOUR LOGIN INFORMATION

Your ID to login: contestideas@corp.crawler.com
Your Password: 43435199

This unique password was assigned to you when you joined BestBrandValues. You can change this password anytime on the Change Password page. To change the password now, click on the following link or copy and paste it in your browser. You'll be automatically signed in and redirected to the Change Password page.

Click here to change your password:

https://www.bestbrandvalues.com/user/user_change_password.aspx? cu=WoKqVJG9MP0TOjckYw86BHcP22d2KqDrV9CYlg8P6rWAFi5XxlwqlCrysd0xhioT7k0xewg8

Your membership comes with great money-saving benefits. To access your benefits go to

https://www.bestbrandvalues.com/user/user_benefits.aspx? cu=WoKqVJG9MP0TOjckYw86BHcP22d2KqDrV9CYlg8P6rWAFi5XxlwqlCrysd0xhioT7k0xewg8

Take advantage of great deals like these:

*** Shop for DVDs ***

Browse through 1,000's of DVDs and find your favorite.

Click here to view DVDs:

<http://www.hotmoviesale.com/default.aspx? cu=WoKqVJG9MP0TOjckYw86BHcP22d2KqDrV9CYlg8P6rWAFi5XxlwqlCrysd0xhioT7k0xewg8>

*** Find Great Books ***

Choose from bestsellers, classics, hard-to-find books and more.

Click here to view Books:

<http://www.discountbooksale.com/default.aspx? cu=WoKqVJG9MP0TOjckYw86BHcP22d2KqDrV9CYlg8P6rWAFi5XxlwqlCrysd0xhioT7k0xewg8>

*** Save on Posters ***

Cover your walls with favorite posters and art prints or pick the perfect gift for your friends and family. Choose from subjects like celebrities, animals, landscapes, maps and much more.

Click here to view our posters and art prints gallery:

<http://www.discountpostersale.com/default.aspx? cu=WoKqVJG9MP0TOjckYw86BHcP22d2KqDrV9CYlg8P6rWAFi5XxlwqlCrysd0xhioT7k0xewg8>

YOUR CONTACT INFORMATION

Please check your contact information below and make updates as needed to "Member Profile" at our website by clicking here:

http://www.bestbrandvalues.com/user/user_change_contact.aspx

Full Name: Eetesting Rrtesting
Street Address: 1650 W MCNAB RD
City: FT LAUDERDALE
State: FL
Zip Code: 33309
Country: US
Email: contestideas@corp.crawler.com

OFFER AND BILLING CONFIRMATION - KEEP FOR YOUR RECORDS

Your satisfaction and your relationship are always important to us. You can try the BestBrandValues service risk-free for the first 3 days. Unless you cancel your account during the trial period, your BestBrandValues membership will be extended automatically at the low \$19.95 membership fee per month, billed to the credit card or debit card you provide today. Your membership will be automatically renewed monthly at the then-current monthly fee, billed to the credit or debit card you provide. If you choose to discontinue during the trial period, simply call 24/7 toll-free 866-529-3413 to cancel and you will pay nothing and owe nothing. There is no obligation to continue. Only one membership per household.

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TERMS AND CONDITIONS, TERMS OF USE & PRIVACY POLICY

Please review our Terms and Conditions (<http://www.bestbrandvalues.com/legal/tac.aspx>), Terms of Use (<http://www.bestbrandvalues.com/legal/terms.aspx>) and Privacy Policy (<http://www.bestbrandvalues.com/legal/privacy.aspx>).

MEMBER SERVICES -- YOUR SATISFACTION IS OUR REWARD

We are happy to serve our members 24/7. Send us your questions and comments on a Support Ticket at http://www.bestbrandvalues.com/user/user_support.aspx. We're confident you'll enjoy all the great products and money-saving benefits BestBrandValues has to offer you.

Sincerely,
BestBrandValues

This email contains links that allow automatic login into your BestBrandValues account. We recommend that you do not forward this email or the links to anyone. This is an automated email; please do not reply to this email.

Step 7: User receives an End of Trial Notification.

Subject: BestBrandValues end Trial Notification
From: registration@bestbrandvalues.com
Date: 10/8/2009

Dear Eetesting Rrtesting

This email serves as a reminder that your free 3-day trial membership with BestBrandValues will end on 10/9/2009 at 7:00 AM ET. We will begin billing on 10/9/2009 after that time and you can take advantage of wholesale prices on DVDs, books and merchandise and the great benefits BestBrandValues has to offer.

Click here to access great buys at BestBrandValues:
<https://www.bestbrandvalues.com/default.aspx?cu=WoKgVJG9MP0fJicKYw86BHCp22dRLgDDc8C8og8P6rWAFi5Xx1wiq1Crysd0xhCod40y3dAU8>

Take advantage of great deals like these:

*** Shop for DVDs ***

Browse through 1,000's of DVDs and find your favorite.

Click here to view DVDs:

<http://www.hotmoviesale.com/default.aspx?cu=WoKgVJG9MP0fJicKYw86BHCp22dRLgDDc8C8og8P6rWAFi5Xx1wiq1Crysd0xhCod40y3dAU8>

*** Find Great Books ***

Choose from bestsellers, classics, hard-to-find books and more.

Click here to view Books:

<http://www.hotbooksale.com/default.aspx?cu=WoKgVJG9MP0fJicKYw86BHCp22dRLgDDc8C8og8P6rWAFi5Xx1wiq1Crysd0xhCod40y3dAU8>

*** Save on Posters ***

Cover your walls with favorite posters and art prints or pick the perfect gift for your friends and family. Choose from subjects like celebrities, animals, landscapes, maps and much more.

Click here to view our posters and art prints gallery:

<http://www.discountpostersale.com/default.aspx?cu=WoKgVJG9MP0fJicKYw86BHCp22dRLgDDc8C8og8P6rWAFi5Xx1wiq1Crysd0xhCod40y3dAU8>

YOUR CONTACT INFORMATION

Please check your contact information below and make updates as needed to "Member Profile" at our website by clicking here:

http://www.bestbrandvalues.com/user/user_change_contact.aspx

Full Name: Eetesting Rrtesting
Street Address: 1650 W MCNAB RD
City: FT LAUDERDALE
State: FL
Zip Code: 33309
Country: US
Email: contestideas@corp.crawler.com

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This program is not available for Corporate Accounts or for customers who purchase products for business or institutional use or for the purpose of resale.

TERMS AND CONDITIONS, TERMS OF USE & PRIVACY POLICY

Please review our Terms and Conditions (<http://www.bestbrandvalues.com/legal/tac.aspx>), Terms of Use (<http://www.bestbrandvalues.com/legal/terms.aspx>) and Privacy Policy (<http://www.bestbrandvalues.com/legal/privacy.aspx>).

MEMBER SERVICES -- YOUR SATISFACTION IS OUR REWARD

We are happy to serve our members 24/7. Send us your questions and comments on a Support Ticket at http://www.bestbrandvalues.com/user/user_support.aspx. We're confident you'll enjoy all the great products and money-saving benefits BestBrandValues has to offer you.

Sincerely,
BestBrandValues

This email contains links that allow automatic login into your BestBrandValues account. We recommend that you do not forward this email or the links to anyone. This is an automated email; please do not reply to this email.

Our response to each of the points in your emails:

1. I did not receive screenshots from smartsavingscenter.com and would like to know if Smart Savings Center website is still active and operating as a discount shopping services and if not, what its purpose is at this juncture.

SMART SAVINGSCENTER.COM IS STILL ACTIVE AND SERVICING EXISTING MEMBERS. ATTACHMENT 1 IS A SCREENSHOT OF THE FIRST PAGE OF THE WEBSITE.

2. Please provide me a list of the all the websites and web addresses used by your client.

WWW.SMARTSAVINGSCENTER.COM
WWW.HOTBOOKSALE.COM
WWW.HOTMOVIESALE.COM
WWW.DISCOUNTBOOKSALE.COM
WWW.DISCOUNTPOSTERSALE.COM
WWW.BESTBRANDVALUES.COM

3. From what I saw, the websites on their front page detailed that the consumer needed to cancel within three days, which as you know, I believe is a very short time for the consumer to enjoy or even participate in a free trial

WE RESPECTFULLY DISAGREE. THE DECISION TO BE MADE BY THE CONSUMER IS WHETHER THE BENEFITS OF BEING A BESTBRANDVALUES.COM MEMBER OUTWEIGH THE MONTHLY COST. THIS DECISION CAN BE MADE WITHIN MINUTES AFTER VISITING THE WEBSITE. WE ARE UNAWARE OF ANY COMPLAINTS THAT THE FREE TRIAL PERIOD WAS TOO SHORT.

4. but the front page does not tell them when they can cancel i.e. between 9-5pm, 24 hours, etc.

WE ADDED BOTH "MEMBERSHIP CANCELLATION" AND "CUSTOMER CARE" BUTTONS TO THE FRONT PAGE OF THE WEBSITE. WHEN A CUSTOMER CLICKS EITHER BUTTON THEY WILL SEE LANGUAGE WHICH CLEARLY STATES THAT THEY CAN CANCEL 24/7. SEE ATTACHMENT 2.

5. Also, in order for it to be more clear to the consumer, the terms of the offer should be directly beneath the "Start My Free Trial" and "No, thanks" buttons, not way above as it is currently.

DONE. SEE ATTACHMENT 3

6. Also there should be a link to the Terms and Conditions at the bottom of every single page.

DONE. SEE ATTACHMENT 4 (PAGES 4-1 THROUGH 4-3)

7. Similarly, I did not see a customer service/customer care link on the bottom of each page that links consumers to how they may cancel, when they may cancel, and where they need to go on the website to cancel.

DONE. SEE ATTACHMENT 4

8. On other negative option cases we have investigated, the company has placed an asterisk after the word "Free" on the Free Trial button and has placed the following language at the bottom of the page: "I understand that this consumer transaction involves a negative option and that I may be liable for payment for future goods and services, under the terms of this agreement, if I fail to notify the company not to continue the goods and services described." This puts the consumer on notice that the trial is not essentially "Free" and that they have to take an affirmative step either during their trial period or once their trial period is terminated not to incur charges. It also makes the negative option more clear.

WE RESPECTFULLY DISAGREE WITH THE CHARACTERIZATION OF THE BESTBRANDVALUES.COM AND SMARTSAVINGSCENTER.COM AS NEGATIVE OPTION PROGRAMS. THE TRIAL IS ABSOLUTELY A FREE TRIAL. A CONSUMER CAN LOG IN TO THE BESTBRANDVALUES.COM SITE DURING THE FREE TRIAL PERIOD AND ENJOY DISCOUNTS ON LITERALLY THOUSANDS OF ITEMS WITHOUT MAKING ANY PAYMENT WHATSOEVER.

LANGUAGE WHICH NOTIFIES THE CONSUMER THAT THEY MUST CANCEL THEIR TRIAL MEMBERSHIP BEFORE THE END OF THE TRIAL PERIOD TO AVOID CHARGES ALREADY APPEARS ON THE CHECK-OUT PAGE. HOWEVER, AS YOU SUGGEST, WE HAVE ADDED THE SAME LANGUAGE TO THE PAGE PRIOR TO THE CHECKOUT PAGE. SEE ATTACHMENT 5.

9. Lastly, I received an informational page, regarding the corporate information and websites. However the corporate structure was unclear. Does Xacti own all the related companies? Does Smart Savings? Perhaps a flow chart of the corporate structure would be helpful.

XACTI, LLC DOES NOT OWN RELATED ENTITIES. SMART SAVINGS CENTER, LLC DOES NOT OWN RELATED ENTITIES. SEE ATTACHMENT 6 FOR A CHART SHOWING THE MANAGEMENT AND OWNERSHIP STRUCTURE OF THE RELATED COMPANIES.

10. The changes that have been made to the websites seem to be a step in the right direction. We are still getting complaints, however, which could be due to the lag time between the old websites and the new and the old customer service availability and the new. Did your client have an opportunity to review the list of consumer complainants we provided you?

WE HAVE REVIEWED THE LIST OF 265 CONSUMER COMPLAINTS WHICH YOU PROVIDED TO US. WE WERE UNABLE TO LOCATE CUSTOMER RECORDS FOR 64 OF THE COMPLAINANTS BASED UPON THE INFORMATION YOU PROVIDED TO US.

112 OF THE COMPLAINANTS HAD SUBMITTED COMPLAINTS TO OTHER AGENCIES OR THE BETTER BUSINESS BUREAU. RESPONSES TO ALL OF THESE COMPLAINTS HAVE EITHER BEEN SUBMITTED OR ARE CURRENTLY BEING PROCESSED.

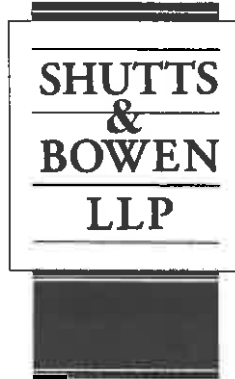
178 OF THE COMPLAINANTS CONTACTED OUR CUSTOMER SERVICE DEPARTMENT AND CANCELLED THEIR ACCOUNTS. OF THOSE, 57 DID NOT REQUEST A REFUND AT THE TIME OF CANCELLATION. REFUNDS WERE ISSUED TO 121 CUSTOMERS.

65 OF THE COMPLAINANTS PROCESSED CHARGEBACKS THROUGH THEIR CREDIT CARD COMPANIES.

11. To add to the below and reiterate from the meeting, we realize your client's claim to have no affiliation or link to Amazon, however we have several complaints regarding buying products from Amazon and getting charged for a Smart Savings membership. Please pass this on to your clients as well and we will need some verification that they are in no way affiliated with Amazon. If they are or were affiliated with Amazon, please have them expound upon the extent of their affiliation.

SMART SAVINGS CENTER IS IN NO WAY AFFILIATED WITH AMAZON. WE HAVE NEVER HAD A BUSINESS RELATIONSHIP WITH AMAZON.

Attachments 7 and 8 provide the full set of revised screenshots customers will see, depending upon how they are directed to the site (i.e. via advertised link or non-advertised link).



Bud Bennington, Esq.
Member Florida, Colorado
& New Jersey Bar
Direct Dial: (407) 835-6755
Facsimile: (407) 349-7255
E-Mail: bbennington@shutts.com

June 1, 2010

VIA FEDERAL EXPRESS

Samantha Schosberg Feuer, Esq.
Assistant Attorney General
Economic Crimes Division
Office of the Attorney General
1515 N. Flagler Drive, 9th floor
West Palm Beach, FL 33401

Re: In the Investigation of: Smart Savings Center, LLC; HotMovieSale.com, LLC;
HotBookSale.com, LLC; Discount Book Sale, LLC; and XACTI, LLC,
Respondents.

Subj: Transmittal of Assurance of Voluntary Compliance Package

Dear Samantha:

Enclosed herewith please find the original duly executed copy of the Assurance of Voluntary Compliance ("AVC") with respect to the above captioned matter. Also enclosed is the Affidavit of Mr. Oesterlund with spreadsheet attached, along with our client's check in the amount of \$30,000.00 (check number 1510). I have also provided you with a photocopy of the \$5,000.00 check from our client that was previously deposited into our firm's trust account for purposes of securing payment of reimbursements to customers who are rightfully entitled to a refund when our client failed to make timely payment.

As you are aware, our client originally sought to have a variety of "screen shots" of their sites be incorporated as an exhibit and be made a part of the AVC. Those exhibits to the AVC were subsequently deleted from the AVC by your supervisor. Nevertheless, our client has requested that we provide herewith copies of those "screen shots" so that the Florida Attorney General's Office/Division of Economic Crimes Unit is on notice as to what those screen shots entail and which reflect the manner in which our client is currently conducting its business. While the screen shots are obviously not an official part of the AVC as an exhibit, I am

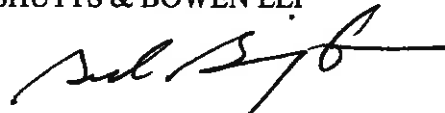
Samantha Schosberg Feuer, Esq.
Assistant Attorney General
June 1, 2010
Page 2

nevertheless asking that you advise me forthwith as to whether these screen shots are in any way violative of the AVC so that we may take appropriate curative action as per the "cure provisions" of the subject AVC. Obviously, as the attorney for XACTI, et. al., I am trying to do whatever I can to assure our client that they are, in fact, conforming with the terms of the AVC. If you advise me that the screen shots are not compliant with the AVC, rest assured we will take the appropriate steps to make the necessary curative changes so as to be compliant.

I await an executed copy by the Attorney General of the enclosed AVC for our files. Please contact me with any questions. Best personal regards.

Very truly yours,

SHUTTS & BOWEN LLP



Bud Bennington, Esq.

BB/jjo
Enclosures

cc: Robert Oesterlund
Skip Middleton
Walt Messick, Esq.

ORLDOCS 11860667 1



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

In the Investigation of:

Case # L09-3-1027

SMART SAVINGS CENTER LLC;
HOTMOVIESALE.COM, LLC; HOTBOOKSALE.COM, LLC,
DISCOUNT BOOK SALE, LLC; and XACTI, LLC

Respondents.

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of FLA. STAT. Ch. 501, Part II, Florida's Deceptive and Unfair Trade Practices Act, and FLA. STAT. Ch. 501, **STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS** (hereinafter "Department"), has investigated the business practices of SMART SAVINGS CENTER LLC, HOTMOVIESALE.COM, LLC, HOTBOOKSALE.COM, LLC, DISCOUNT BOOK SALE, LLC and XACTI, LLC **and their related companies** (hereinafter, "**Respondents**"), with its principal place of business located at 999 West Yamato Rd., Suite 100, Boca Raton, FL 33431.

IT APPEARS THAT Respondents are prepared to enter into this Assurance of Voluntary Compliance (hereinafter "AVC"), for the purpose of resolution of this matter only, and without any admission that Respondents have violated the law, and the Attorney General, by and through its undersigned Assistant Attorney General, and Director of Economic Crimes, being in

INITIALS



agreement, does accept this AVC in termination of this investigation, pursuant to FLA. STAT. § 501.207(6), and by virtue of the authority vested in the Attorney General by said statute.

I. DEFINITIONS

For purposes of this AVC, the following terms have the meanings set forth below:

1.1 “Negative Option Marketing” shall mean transactions in which a seller interprets a customer’s failure to take an affirmative action, either to reject an offer or cancel an agreement, as assent to be charged for goods or services.

1.2 “Trial Offer” as used herein means a type of negative option in which there is an offer to provide a trial period of products or services to consumers where, as a result of accepting the trial period, consumers are required to contact Respondents before the expiration of the trial period to avoid receiving additional products or services or to avoid incurring a future financial obligation.

1.3 “Clear and conspicuous” (including “Clearly and Conspicuously”) means that a statement, representation, claim, disclosure or term being conveyed is presented in a way that a consumer will notice and understand it. The following, without limitation, shall be considered in determining whether a statement, claim, term, or representation is clear and conspicuous:

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 and understandable, and likely to be read by the person to whom it is directed; and if written or conveyed electronically, that is not buried on the back or bottom, or in unrelated information or placed on the page where a person would not think it important to read;

b. 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;

c. whether it is near to or in close proximity to the statement, representation, claim, or term it clarifies, modifies, explains, or to which it otherwise relates;

d. whether it contradicts, or renders ambiguous or confusing, any other information with which it is presented;

e. whether, if in association with a Negative Option Plan as defined herein, the terms and conditions of the Negative Option Plan are segregated from other terms and conditions of the offer;

f. whether, if it is oral, it is at an understandable pace and in the same tone and volume as the sales offer;

g. whether it appears for a duration sufficient to allow listeners or viewers to have a reasonable opportunity to notice, read, or otherwise understand;

h. whether the language and terms used are commonly understood by the consumer in the context in which they are used;

i. 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;

j. 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 above the fold;

k. whether the disclosure, term, condition or representation appears on the Internet on a co-registration order path in which numerous offers for various goods and services are represented to be free, and the consumer is required to accept a certain number of offers.

II. STIPULATIONS

IT IS AGREED that this AVC does not constitute an admission of any kind and, specifically, Respondents deny any and all allegations of wrongdoing. This AVC does not constitute a finding of law or fact by any court or agency that Respondents have engaged in any act or practice declared unlawful by any laws, rules or regulations of the State of Florida, and neither party shall make any statement to the contrary. Respondents are prepared to enter into this AVC solely for the purpose of resolution and cooperation, and the parties, being in agreement, do accept this AVC by virtue of the authority vested in the Department by said statute.

The Department and Respondents hereby agree and stipulate to the following:

2.1 Respondents and/or their related companies engage in the sale of books, movies, posters and other items over the Internet via various websites and provide a membership service to give consumers discounts for a variety of products and services.

2.2 Beginning in February 2009, the Department received several complaints from consumers who alleged, among other complaints, that they were unable to contact Respondents by telephone, email, or via Respondents' websites to cancel their membership under the terms of the Trial Offer. Respondents were and are offering a 7-day free trial offer, also known as a negative option, where consumers must cancel during the trial offer period to ensure they will not be charged in the future. Some consumers complained that they were continuously being

charged on a monthly basis for services that they neither wanted nor ordered, but could not cancel.

2.3 The Department's investigation focused primarily, inter alia, on whether Respondents engaged in negative option marketing to sell memberships in SmartSavingsCenter.com and their related websites, but failed to provide adequate means for consumers to cancel during the free trial period, thus resulting in future membership charges and/or whether consumers were properly made aware that when they purchased a book, movie, poster, etc that they were signing up for a Trial Offer.

2.4 Respondents make no admission that they or their related companies engaged in any wrongdoing or committed any violation of Florida Statute 501, Part II. This AVC contains neither findings of fact nor conclusions of law.

III. COMPLIANCE

3.1 The Department has not approved any of Respondents' past, current or proposed business practices, other than those specifically mentioned in this AVC, and therefore no portion of this AVC shall be construed as such an approval.

3.2 The parties agree that Respondents are on notice and shall comply with FLA. STAT. Ch. 501, Part II, Florida's Deceptive and Unfair Trade Practices Act.

3.3 Respondents and their representatives, agents, employees, or any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall comply with and have actual knowledge of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act.

3.4 **IT IS HEREBY AGREED** by the parties that Respondents shall:

a) Web Sites: Describe all billing terms of any negative option marketing offer located on Respondents' website in a clear and conspicuous manner and in a prominent location where it is likely that the customer will see the terms and conditions before the consumer incurs a financial obligation. Furthermore, Respondents shall:

i) refrain from using terms "free," "complimentary," "risk free," "without charge," or any other term that reasonably leads a consumer to believe that he or she may receive something of value, entirely or in part without a requirement of compensation in any form, or that tends to convey the impression to the consuming public that an article of merchandise or service is "free;"

ii) aid in the verification of each consumer's affirmative consent to the offer by placing the negative option billing terms in close proximity to and directly above the Submit button where the consumer completes his or her order, without the use of pre-checked boxes;

iii) send an order confirmation communication, within 24 hours of the consumer's order placement, to customers disclosing the billing terms and conditions of any negative option offer, including when and how the consumer can cancel without being charged, exactly how much they will be charged monthly after the trial period and what product they will be receiving on a monthly basis after the trial period is over;

iv) clearly and conspicuously disclose to customers the billing terms and conditions of the Trial Offer, including the following:

a) specifically when the trial period begins and ends;

- b) that to cancel the trial membership and avoid further membership charges, the consumer must contact customer service before the end of the trial period;
- c) the specific methods by which the consumer may cancel their trial membership;
- d) that if the consumer does not cancel, the consumer's credit card will be charged the full price of the membership (stated in specific dollars i.e. \$xx.xx);

b) Cancellations/Refunds: Clearly and conspicuously disclose to customers how and when products may be returned, and maintain adequate customer service capacity to facilitate cancellation requests that comply with the cancellation procedures. This provision specifically requires Respondents to:

- i) disclose to customers whether the consumer will incur any financial expense, such as postage, shipping, or restocking if the customer returns the product;
- ii) terminate the enrollment of any and all consumers who are enrolled in Respondents' negative option membership program if and when they desire to terminate their membership and Respondents will not knowingly, purposely or intentionally impede the methods of cancellation and will fully honor the requests that comply with the terms and conditions;
- iii) continue to process requests for refunds from customers who, in accordance with the terms and conditions of Respondents' website, attempted to cancel or terminate their orders from Respondents in a timely fashion but were unable to do so in the past for any reason;

iv) adjust its consumer service policies and practices designed to ensure that properly addressed phone, email, live chat, and written inquiries are responded to within twenty-four (24) business day hours from the receipt of such inquiries; and

v) provide the Department with information regarding its resolution of complaints previously forwarded to Respondents. Respondents have represented that they have resolved all previous consumer complaints received from the Department dealing with the allegations in this AVC. As part of this AVC, Robert Oesterlund shall provide a notarized affidavit and spreadsheet along with this AVC on behalf of Respondents, containing proof that Respondents have resolved all the complaints received from the Department since January 27, 2010, which will be attached to this AVC as Exhibits A. Respondents have refunded a total of \$7,418.32 to the consumers listed on Exhibit A

IV. MONETARY TERMS

4.1 Respondents agree to pay a total of THIRTY THOUSAND DOLLARS (\$30,000) in attorneys' fees, investigative fees and costs of future investigation ("Funds").

4.2 The Funds shall be payable in their entirety and sent along with the partially executed AVC signed and notarized by Respondents and Respondents' attorney, delivered to Assistant Attorney General Samantha Schosberg Feuer, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401. The above payment will be made by certified funds payable to the **DEPARTMENT OF LEGAL AFFAIRS REVOLVING TRUST FUND.**

4.3 Upon signing this AVC, Respondents will keep a minimum of FIVE-THOUSAND DOLLARS (\$5,000.00) ("the Escrow Funds") in Respondents' attorney's escrow account for the purpose of making refunds to eligible consumers (i.e. those consumers who

submit complaints to the Department , during the Escrow period, related to the reasons investigated by the Department who have not yet made contact with the Department, but who make complaints to the Department subsequent to the execution of the AVC seeking a refund for the business practices of Respondents prior to the execution of the AVC). Respondents will establish and maintain exclusive access to and control of this account. Respondents' obligation to maintain the Escrow Funds for the purposes stated herein terminates sixty (60) from the date this AVC is executed ("the Escrow Period"). In the event actual restitution for eligible complainants exceeds the amount of the Escrow Funds, then the Escrow Funds will be distributed pro-rata to the complainants who come forward within the sixty (60) day Escrow Period. However, no individual consumer will receive more than the amount they are actually owed. Respondents will maintain a spreadsheet, entitled Escrow Complaints Spreadsheet, containing all the complaints forwarded to Respondents from the Department during the Escrow Period that contains the complainant's name, contact information, and how the complaint was resolved. At the end of the sixty (60) day Escrow Period, Respondents will provide a notarized affidavit with the complete aforementioned spreadsheet attached, attesting to the fact that those complaints forwarded to the Respondents by the Department during the Escrow Period were resolved. If there are any excess Escrow funds remaining after the distribution, these funds will be returned to the Respondents. During the Escrow Period, should the Respondents receive complaints from consumers, independent of those received by the Department, those consumer complaints will continue to be addressed by Respondents. Complaints that the Department receives regarding Respondents after the above sixty (60) day Escrow Period and after the Escrow Funds are distributed will be sent directly to "Refund Department" which will maintain a specific individual, known as the Refund Manager, who shall be responsible for resolving

complaints and refund requests. Complaints, either within the 60 day Escrow Period or after, will include any complaints that the Department receives that reference Respondents, reference any addresses connected to Respondents, or reference any shipping or fulfillment by or from Respondents. The Department will forward copies of any such complaints to Respondents and these complaints sent by the Department will be answered by Respondents within six (6) business days. All complaints the Department receives will be faxed or mailed or emailed to Respondents to the following locations: FAX: 561/989-7401, attn: Legal Department, 999 West Yamato Rd., Suite 100, Boca Raton, FL 33431, with a copy to bbennington@shutts.com. Complainants may call Respondents 24 hours a day, 7 days a week at 866/529-3413 to lodge any and all complaints, to speak to a customer service representative or to cancel their membership and/or order. Respondents will make contact with the complainant via electronic mail or phone within six (6) business days from the time the complaint is received by the Respondents. Respondents will keep a spreadsheet of complaints that are forwarded by the Department to Respondents and will send the Department an updated spreadsheet on or before the tenth day of the month, for six months from the date this AVC is executed, describing the resolution of each complaint received during the prior month. Respondents will maintain adequate customer service personnel to examine, address and resolve all complaints expeditiously related to Respondents' business, membership and trial offers.

4.4 Respondents' interest in funds paid in conjunction with this AVC shall fully and completely divest when the AVC is fully executed by all parties. Notwithstanding any other provision of this AVC, no portion of the Funds, other than any remaining Escrow Funds, shall in any event be returned to Respondents provided that the AVC has been fully executed.

4.5 Upon receipt of the partially executed AVC and accompanying Funds check, Samantha Schosberg Feuer will sign the AVC and then forward the AVC to the Director of Economic Crimes, together with the aforementioned funds. The Director of Economic Crimes has the final authority to approve or disapprove the entry of the AVC. Should the Director of Economic Crimes or her authorized designee decline to authorize and execute this AVC, then the Funds would be promptly returned to Respondents.

V. EFFECTIVE DATE

The Effective Date of this AVC is the date on which the AVC is fully executed by the parties. This will be the date that the AVC is signed by the Deputy Attorney General or Division Director. The receipt of or deposit by the Department of any monies pursuant to this AVC does not constitute acceptance by said Department, and monies received will be returned if this AVC is not accepted. Upon entry and full execution of this AVC and upon full payment of the Funds, the Attorney General agrees to close this investigation into the activities of Respondents and Respondents shall be released from liability regarding the allegations referenced in this AVC dating prior to the effective date of this AVC.

VI. AVAILABILITY OF RECORDS

Respondents shall retain for a minimum of two (2) years and maintain and make available to the Department, upon its written request, all books, records website archives and other documents which reflect the implementation of the terms of this AVC and compliance with its terms. Any such records requested by the State shall be made available for inspection within twenty (20) business days after receipt of such request. Respondents shall honor any request from the State to make such records available without further legal process.

VII. FUTURE VIOLATIONS

7.1 Notwithstanding any other provision of this AVC, the parties further recognize that future violations of this AVC or of FLA. STAT. Ch. 501, Part II, may subject Respondents or its officers, directors and employees to any and all civil penalties and sanctions provided by law.

7.2 The Department shall provide written notice to Respondents if the Department becomes aware of circumstances which could result in a determination by the Department that Respondents are in violation of their obligations under this AVC.

IT IS FURTHER AGREED by the parties that any future violations of this AVC which occur are by statute *prima facie* evidence of a violation of FLA. STAT. Ch. 501, Part II, and will subject Respondents to any and all civil penalties and sanctions provided by law, attorneys' fees and costs. Notwithstanding anything to the contrary, Respondents will have the right to challenge the facts underlying any such alleged violation of the AVC and to present evidence in rebuttal of the Department's *prima facie* case in a court of law.

7.3 **IT IS HEREBY AGREED** by the parties that Respondents shall be responsible for making the substantive terms and conditions of this AVC known to the officers, directors, partners, employees, agents, representatives, licensees, franchisees, independent contractors, successors and assigns, engaged in Respondents' business, projects, and activities that are related to the terms and conditions of this AVC.

VIII. MISCELLANEOUS PROVISIONS

8.1 Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person, business, corporation, government or legal entity against the Respondents' directors or employees. Similarly, nothing contained herein shall waive the right of the Respondents to assert any lawful defenses in response to a claim of a consumer.

8.2 In consideration for the fulfillment and acceptance of the various obligations set forth herein, no penalties are imposed under this AVC. However, the Attorney General reserves the right to seek Chapter 501 penalties for any future violation(s) of Chapter 501 Part II Florida Statutes. The Attorney General also reserves the right to seek attorneys' fees and costs upon any future noncompliance.

8.3 The parties jointly participated in the negotiation of the terms articulated in this AVC. No provision of this AVC shall be construed for or against either party on the ground that one party or another was more heavily involved in the preparation.

IN WITNESS WHEREOF, Respondents have caused this AVC to be executed by an authorized representative, as a true act and deed, in the County and State listed below, as of the date affixed thereon.

Agreed to and Signed this 27 day of May, 2010.

MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as Manager and in my individual capacity, and that by my signature I am binding myself and the Respondents to the terms and conditions of this AVC.

For: Respondents

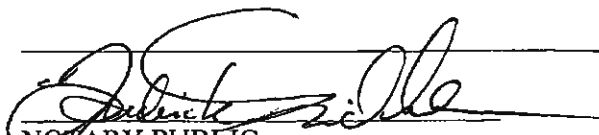
By: Robert Oesterlund

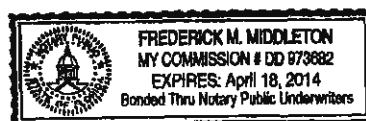
State of Florida

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, a notary public of the State of Florida appeared Robert Oesterlund who swore under oath that he has the authority to bind Respondents to this AVC and who is either (Check One) x known to me or who produced the following identification:


NOTARY PUBLIC
AFFIX NOTARY SEAL



INITIALS 

SHUTTS & BOWEN, L.L.P.

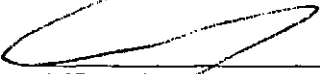
By: 

Alfred J. Bennington, Jr.

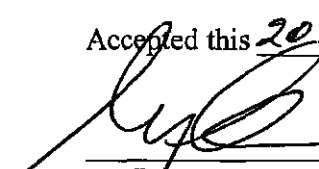
Florida Bar No. 0404985
Attorneys for Respondents

ACCEPTANCE BY ATTORNEY GENERAL'S OFFICE

Signed this 10th day of June, 2010.


Office of the Attorney General
Samantha Schosberg Feuer
Assistant Attorney General
Florida Bar 598542
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
561-837-5000
561-837-5109 (FAX)

Accepted this 20 day of June, 2010.


MARY LEONTAKIANAKOS
DIRECTOR, ECONOMIC CRIMES
OFFICE OF THE ATTORNEY GENERAL
The Capitol, PL 01
Tallahassee, FL 32399-1050
(850) 414-3300

1. HotMovieSale.com HomePage -- unadvertised version:

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Cooking

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Design

Drama

Education

Family & Relationships

Fiction

Foreign Language

Study

Games

Gardening

Health & Fitness

History

House & Home

Humor

Juvenile Fiction

Juvenile Nonfiction

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Law

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By Gigante Rita
List Price: \$15.95
You Save: \$10.71 (67%)
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Billing & Shipping Information

Offer & shipment available only to a valid billing address in the contiguous U.S. Orders to U.S. Military bases cannot be fulfilled.

First Name:

Last Name:

Address (include Apt. or Unit #):

City:

State:

ZIP Code:

Contact Information

Enter Email Address:

Phone Number (Optional):

Order Confirmation is sent to this address.

Shipping Method

☒ FREE Standard Shipping

Delivery in 5-10 business days after shipment.

☐ Expedited Shipping \$8.99

Delivery within a few days after shipment.

Order Summary

Change quantities or remove items

Expected Shipping Date: 9/13/2013

SKU#	Items	Quantity	Unit Price	Price
9780679805274	Oh, the Places You'll Go! \$5.00 savings applied Availability: 9/12/2013	1	\$5.53	\$5.53
Subtotal:				\$6.53
Shipping Costs:				\$0.00
Estimated Sales Tax:				\$0.99
Total Price:				\$6.94

Do you have a discount code?

Apply Discount

Payment Method

Your billing information is sent to us safely, securely and encrypted to ensure your privacy and payment protection.

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Credit Card Number:

Credit Card Type:

Expiration Date:

Security Code:

What is a Security Code?

Your card may be eligible or enrolled in Verified by Visa or MasterCard SecureCode payer authentication programs. After clicking the "Submit Order" button, your Card Issuer may prompt you for your payer authentication password to complete your purchase.

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MasterCard

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Submit Order »

Customer Care

4. Order Confirmation Email for opt-in Membership:

From: confirmation@hotbooksale.com
Sent: Thur, 12 Sept 2013 08:42:17 -0800
To: Rtest@email.com
Subject: Order Confirmation

Thank you for your order at HotBookSale.com.

This email confirms the items you have ordered.

Transaction date: 9/12/2013

ORDER # 930074

Shipping Method: Standard Shipping \$0.00

ITEMS:

Item: 1x - Oh, the Places you'll Go!
Price: \$6.94
(price already includes \$5.00 savings for first-time purchase)

Shipping Cost: \$0.00

Tax: \$0.42

Total: \$7.36

Paid by Visa *****0079

Billing & Shipping Address:

Etest Rtest
123 Street
Boca Raton, FL, 33431
US

Email Address: Rtest@email.com

Your completion of the checkout process started a 7-day trial BestBrandValues membership. If you do not cancel your membership during the trial period, a membership fee of \$9.95 per month will be charged or debited by BestBrandValues to the credit or debit card you provided today. The membership fee will automatically be charged or debited at the then-current monthly membership fee for each month that you continue your membership. You may cancel at any time on the BestBrandValues.com website or by calling 1-866-529-3413 or and if you cancel your membership before the end of the trial period, you will not be billed for the monthly membership fee. Look for the BestBrandValues Welcome Email for more details concerning your membership.

Your credit card will be processed when we ship your order. You may check your order status when you sign into your HotMovieSale.com account, or you can click on this link to access your account now:
<https://www.hotbooksale.com/store/user/myaccount.aspx?cu=CNwcn2XdIMIdEpUr-5G9TRQ3rIz35so89LH8EA8S2hplDjrQYi87R3HbKnc2rfQbBggew>

If you have any questions about your order contact HotBookSale.com Customer Service 24/7 toll-free at 1-888-646-1662 or send us a support ticket at <http://www.hotbooksale.com/store/user/support.aspx>.

This is an automated email; please do not reply to this email.

4. BestBrandValues Welcome Email:

From: BestBrandValues.com <support@bestbrandvalues.com>
Sent: Thur, 12 Sept 2013 08:42:17 -0800
To: Rtest@email.com
Subject: Your New BestBrandValues Membership!

Welcome Etest,

This email confirms that you have signed up for a Best Brand Values 7-day trial. At the conclusion of the 7-day trial period, your credit or debit card will automatically be billed \$9.95 each month for this membership unless you cancel your membership prior to the end of the 7-day trial period. To cancel, you can call customer support at 1-866-529-3413, or log on to www.bestbrandvalues.com and click on the 'Cancel Membership' tab.

Your membership provides discount prices on the following websites:

www.bestbrandvalues.com
www.hotmoviesale.com
www.hotbooksale.com
www.discountpostersale.com
www.smartgameshopper.com
www.nuvalife.com

Log in to use your membership using the following information:

User Name: <USERNAME>

Password: <PASSWORD>

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US

EXHIBIT D

TOP 100 SPAM TRIGGER WORDS

01. #1	02. 100% satisfied	03. 4U	04. Accept credit cards
05. Act Now!	06. Additional Income	07. Affordable	08. All natural
09. All new	10. Amazing	11. Apply online	12. Bargain
13. Best price	14. Billing address	15. Buy direct	16. Call
17. Call free	18. Can't live without	19. Cards Accepted	20. Cents on the dollar
21. Check	22. Claims	23. Click / Click Here / Click Below	24. Click to remove
25. Compare rates	26. Congratulations	27. Cost / No cost	28. Dear friend
29. Do it today	30. Extra income	31. For free	32. Form
33. Free and FREE	34. Free installation	35. Free leads	36. Free membership
37. Free offer	38. Free preview	39. Free website	40. Full refund
41. Get it now	42. Giving away	43. Guarantee	44. Here
45. Hidden	46. Increase sales	47. Increase traffic	48. Information you requested
49. Insurance	50. Investment / no investment	51. Investment decision	52. Legal
53. Lose	54. Marketing	55. Marketing solutions	56. Message contains
57. Money	58. Month trial offer	59. Name brand	60. Never
61. No gimmicks	62. No Hidden Costs	63. No-obligation	64. Now
65. Offer	66. One time / one-time	67. Opportunity	68. Order / Order Now / Order today / Order status
69. Orders shipped by priority mail	70. Performance	71. Phone	72. Please read
73. Potential earnings	74. Pre-approved	75. Price	76. Print out and fax
77. Profits	78. Real thing	79. Removal instructions	80. Remove
81. Risk free	82. Sales	83. Satisfaction guaranteed	84. Save \$
85. Save up to	86. Search engines	87. See for yourself	88. Serious cash
89. Solution	90. Special promotion	91. Success	92. The following form
93. Unsolicited		95. Urgent	96. US dollars
97. Wife	98. Win	99. Winner	100. Work at home



CONFIDENTIAL INFORMATION

NAME	STATE	TOTAL CHARGES	REFUND	CHARGE- BACK	Charge- back Reversal	Ref + Chrgbk	Refundable Amt
Vargo	GA	239.40	0.00	79.80	0.00	79.80	159.60
Watts	VA	20.90	0.00	0.00	0.00	0.00	20.90
Kilcrease	AZ	139.30	0.00	0.00	0.00	0.00	139.30
Armstrong	MS	57.95	0.00	0.00	0.00	0.00	57.95
Higgins	KY	39.90	0.00	0.00	0.00	0.00	39.90
Madison	CA	39.90	0.00	0.00	0.00	0.00	39.90
Kidwell	TN	30.85	0.00	0.00	0.00	0.00	30.85
Stewart	NC	127.80	0.00	0.00	0.00	0.00	127.80
Anderson	KS	34.95	0.00	0.00	0.00	0.00	34.95
Biagiotti	MA	381.08	0.00	0.00	0.00	0.00	381.08
Boston	AZ	0.00	0.00	0.00	0.00	0.00	0.00
Buchko	FL	10.95	0.00	0.00	0.00	0.00	10.95
Christian	AL	30.85	0.00	0.00	0.00	0.00	30.85
Erris	CT	60.85	0.00	0.00	0.00	0.00	60.85
Goble	CA	794.25	0.00	0.00	0.00	0.00	794.25
Jayden	CA	5.00	0.00	0.00	0.00	0.00	5.00
Kalemeera	CA	422.24	0.00	0.00	0.00	0.00	422.24
Laud	NY	0.00	0.00	0.00	0.00	0.00	0.00
Marcrum	AL	0.00	0.00	0.00	0.00	0.00	0.00
Marshall	MD	0.00	0.00	0.00	0.00	0.00	0.00
Martinez	NY	0.00	0.00	0.00	0.00	0.00	0.00
Peterson	FL	0.00	0.00	0.00	0.00	0.00	0.00
Sclafani	MI	0.00	0.00	0.00	0.00	0.00	0.00
Bernard	CT	0.00	0.00	0.00	0.00	0.00	0.00
Williams	CA	0.00	0.00	0.00	0.00	0.00	0.00
Zohn	WA	30.85	0.00	0.00	0.00	0.00	30.85
Balderson	VA	10.95	0.00	0.00	0.00	0.00	10.95
Eastwood	TX	1.00	0.00	0.00	0.00	0.00	1.00
Hlavnicka	ND	29.85	0.00	0.00	0.00	0.00	29.85
Huffman	TX	150.25	0.00	0.00	0.00	0.00	150.25
Stewart	CO	538.65	0.00	0.00	0.00	0.00	538.65
Vestal	FL	0.00	0.00	0.00	0.00	0.00	0.00
Migdady	MO	1.00	0.00	0.00	0.00	0.00	1.00
Noordzij	MO	30.85	0.00	0.00	0.00	0.00	30.85
Northup	OH	219.90	0.00	0.00	0.00	0.00	219.90
McCrum	TX	0.00	0.00	0.00	0.00	0.00	0.00
Chetsas	NC	438.90	0.00	0.00	0.00	0.00	438.90
Horton	FL	60.70	0.00	0.00	0.00	0.00	60.70
Hopkins	TX	109.90	0.00	0.00	0.00	0.00	109.90
Vincent	LA	265.90	0.00	0.00	0.00	0.00	265.90
Fox	IA	1.00	0.00	0.00	0.00	0.00	1.00
Rodgers	PA	1.00	0.00	0.00	0.00	0.00	1.00
Powers	IL	1.00	0.00	0.00	0.00	0.00	1.00
Dinwiddie	TN	0.00	0.00	0.00	0.00	0.00	0.00
Kirton	FL	189.05	0.00	0.00	0.00	0.00	189.05
Kublin	FL	0.00	0.00	0.00	0.00	0.00	0.00
Lamm	AZ	179.10	0.00	0.00	0.00	0.00	179.10
Orange	AL	525.85	0.00	0.00	0.00	0.00	525.85
Shelton/ Morgan	CA	69.65	0.00	0.00	0.00	0.00	69.65
Thrash	TX	0.00	0.00	0.00	0.00	0.00	0.00
Frame	NJ	0.00	0.00	0.00	0.00	0.00	0.00
King	MO	0.00	0.00	0.00	0.00	0.00	0.00
Young	MS	0.00	0.00	0.00	0.00	0.00	0.00
Kirk	IL	20.90	0.00	0.00	0.00	0.00	20.90
Baumgartner	MO	9.95	0.00	0.00	0.00	0.00	9.95
Watts	VA	20.90	0.00	0.00	0.00	0.00	20.90
Livingood	WA	29.85	0.00	0.00	0.00	0.00	29.85
Murtari	CT	100.50	0.00	0.00	0.00	0.00	100.50
House	MO	10.95	0.00	0.00	0.00	0.00	10.95

EXHIBIT

E

tabbles

Steffens	CA	0.00	0.00	0.00	0.00	0.00	0.00
Binder	NJ	0.00	0.00	0.00	0.00	0.00	0.00
Foster	TX	1.00	0.00	0.00	0.00	0.00	1.00
Braniff	ID	0.00	0.00	0.00	0.00	0.00	0.00
Bernard	CT	0.00	0.00	0.00	0.00	0.00	0.00
McNerney	CA	120.55	0.00	0.00	0.00	0.00	120.55
Insalago	TN	10.95	0.00	0.00	0.00	0.00	10.95
Jama	CA	1.00	0.00	0.00	0.00	0.00	1.00
Keene	AL	10.95	0.00	0.00	0.00	0.00	10.95
Billera	NJ	0.00	0.00	0.00	0.00	0.00	0.00
Smith	KY	0.00	0.00	0.00	0.00	0.00	0.00
Rando	PA	1.00	0.00	0.00	0.00	0.00	1.00
Berthold	PA	1.00	0.00	0.00	0.00	0.00	1.00
Unupi	AZ	0.00	0.00	0.00	0.00	0.00	0.00
Latal	FL	0.00	0.00	0.00	0.00	0.00	0.00
Ferguson	IN	30.85	0.00	0.00	0.00	0.00	30.85
Freedman	FL	20.95	0.00	0.00	0.00	0.00	20.95
Chapman	MI	1.00	0.00	0.00	0.00	0.00	1.00
Holuta	PA	1.00	0.00	0.00	0.00	0.00	1.00
Collins	CA	1.00	0.00	0.00	0.00	0.00	1.00
Novotny	PA	20.90	0.00	0.00	0.00	0.00	20.90
Strasman	FL	40.80	0.00	0.00	0.00	0.00	40.80
Armstrong	CO	80.80	0.00	0.00	0.00	0.00	80.80
Bradley	IL	0.00	0.00	0.00	0.00	0.00	0.00
Infante	TX	19.90	0.00	0.00	0.00	0.00	19.90
Williams	TN	29.85	0.00	0.00	0.00	0.00	29.85
Seals	WA	1.00	0.00	0.00	0.00	0.00	1.00
Campbell	GA	10.95	0.00	0.00	0.00	0.00	10.95
Brock	CA	20.90	0.00	0.00	0.00	0.00	20.90
Hayes	CA	40.90	0.00	0.00	0.00	0.00	40.90
Watson	CA	239.80	0.00	0.00	0.00	0.00	239.80
Bunting	MO	1.00	1.00	0.00	0.00	1.00	0.00
Conner	UT	1.00	1.00	0.00	0.00	1.00	0.00
Ji	VA	1.00	1.00	0.00	0.00	1.00	0.00
Hanna	CA	1.00	1.00	0.00	0.00	1.00	0.00
Kim	CA	1.00	0.00	1.00	0.00	1.00	0.00
Mummel	IL	1.00	1.00	0.00	0.00	1.00	0.00
Gonzales	TX	1.00	1.00	0.00	0.00	1.00	0.00
Olivieri	NY	1.00	1.00	0.00	0.00	1.00	0.00
Moore	IL	1.00	1.00	0.00	0.00	1.00	0.00
Thomas	KS	1.00	1.00	0.00	0.00	1.00	0.00
Campbell	TX	1.00	1.00	0.00	0.00	1.00	0.00
Coon	OR	1.00	1.00	0.00	0.00	1.00	0.00
Baugh	MO	130.35	9.95	0.00	0.00	9.95	120.40
Devitt	NY	10.95	9.95	0.00	0.00	9.95	1.00
Dobbins	FL	10.95	9.95	0.00	0.00	9.95	1.00
Humphrey	CA	30.85	9.95	0.00	0.00	9.95	20.90
Madison	AL	10.95	9.95	0.00	0.00	9.95	1.00
Nash	CA	10.95	9.95	0.00	0.00	9.95	1.00
Noda	NV	10.95	9.95	0.00	0.00	9.95	1.00
Kirby	IL	20.90	9.95	0.00	0.00	9.95	10.95
Ray	MO	100.50	9.95	0.00	0.00	9.95	90.55
Swain	UT	10.95	9.95	0.00	0.00	9.95	1.00
Hobday	NY	40.80	9.95	0.00	0.00	9.95	30.85
Kimble	MD	10.95	9.95	0.00	0.00	9.95	1.00

Yamauchi	CA	119.40	0.00	9.95	0.00	9.95	109.45
Lightsey	GA	50.75	9.95	0.00	0.00	9.95	40.80
Mayes	TX	20.90	9.95	0.00	0.00	9.95	10.95
Moreira	IL	10.95	9.95	0.00	0.00	9.95	1.00
Roberts	PA	209.95	9.95	0.00	0.00	9.95	200.00
Joy	CA	10.95	9.95	0.00	0.00	9.95	1.00
Brown	GA	10.95	9.95	0.00	0.00	9.95	1.00
Kaczmarczyk	OH	10.95	9.95	0.00	0.00	9.95	1.00
Peay	VA	10.95	9.95	0.00	0.00	9.95	1.00
McDonald	KY	20.90	9.95	0.00	0.00	9.95	10.95
Holdren	VA	10.95	9.95	0.00	0.00	9.95	1.00
Barr	PA	10.95	9.95	0.00	0.00	9.95	1.00
Ledwith	MA	20.90	9.95	0.00	0.00	9.95	10.95
Schirmer	GA	311.41	0.00	9.95	0.00	9.95	301.46
McDermott	AZ	20.90	9.95	0.00	0.00	9.95	10.95
Sheppard	VA	10.95	9.95	0.00	0.00	9.95	1.00
Zucaro	CT	10.95	9.95	0.00	0.00	9.95	1.00
Rose	VA	10.95	9.95	0.00	0.00	9.95	1.00
Johns	UT	40.80	9.95	0.00	0.00	9.95	30.85
Rivera	NY	10.95	9.95	0.00	0.00	9.95	1.00
Gould	SC	10.95	9.95	0.00	0.00	9.95	1.00
Goldman	PA	10.95	9.95	0.00	0.00	9.95	1.00
Frigon	NJ	90.55	9.95	0.00	0.00	9.95	80.60
Scheuer	KS	10.95	9.95	0.00	0.00	9.95	1.00
Cantrell	PA	10.95	9.95	0.00	0.00	9.95	1.00
Boyer	IL	10.95	9.95	0.00	0.00	9.95	1.00
Hendricks	TX	10.95	9.95	0.00	0.00	9.95	1.00
Daniels	TX	20.90	9.95	0.00	0.00	9.95	10.95
Henderson	CT	10.95	9.95	0.00	0.00	9.95	1.00
Honeycutt	TN	20.90	9.95	0.00	0.00	9.95	10.95
Lawler	LA	10.95	9.95	0.00	0.00	9.95	1.00
Nix	PA	20.90	9.95	0.00	0.00	9.95	10.95
Wicker	NC	10.95	9.95	0.00	0.00	9.95	1.00
Stiner	PA	10.95	9.95	0.00	0.00	9.95	1.00
Bennett	WV	10.95	9.95	0.00	0.00	9.95	1.00
Scheumeister	NY	10.95	9.95	0.00	0.00	9.95	1.00
Davis	NC	10.95	9.95	0.00	0.00	9.95	1.00
Klaus	OK	40.80	9.95	0.00	0.00	9.95	30.85
Feinstein	NY	10.95	9.95	0.00	0.00	9.95	1.00
Marshall	MO	10.95	9.95	0.00	0.00	9.95	1.00
Williams	VA	10.95	9.95	0.00	0.00	9.95	1.00
Soileau	MD	10.95	9.95	0.00	0.00	9.95	1.00
Ware	GA	10.95	9.95	0.00	0.00	9.95	1.00
Fish	IL	10.95	9.95	0.00	0.00	9.95	1.00
Hayes	IL	10.95	9.95	0.00	0.00	9.95	1.00
Standrich	OK	10.95	9.95	0.00	0.00	9.95	1.00
Kronicz	PA	20.90	9.95	0.00	0.00	9.95	10.95
Barabasch	OH	10.95	9.95	0.00	0.00	9.95	1.00
Wright	NC	10.95	9.95	0.00	0.00	9.95	1.00

Martin	OH	10.95	9.95	0.00	0.00	9.95	1.00
Espinosa	NY	10.95	9.95	0.00	0.00	9.95	1.00
Bowder	IL	10.95	9.95	0.00	0.00	9.95	1.00
Ray	MO	100.50	9.95	0.00	0.00	9.95	90.55
Forsberg	AZ	10.95	9.95	0.00	0.00	9.95	1.00
Sweet	AR	10.95	9.95	0.00	0.00	9.95	1.00
Gumbel	WA	10.95	9.95	0.00	0.00	9.95	1.00
Netterfield	FL	10.95	9.95	0.00	0.00	9.95	1.00
Farmer	VA	10.95	9.95	0.00	0.00	9.95	1.00
Rieck	TX	10.95	9.95	0.00	0.00	9.95	1.00
O'bryant	GA	10.95	9.95	0.00	0.00	9.95	1.00
Dominguez	GA	20.90	9.95	0.00	0.00	9.95	10.95
Kitwana	NV	20.90	9.95	0.00	0.00	9.95	10.95
Auer	WI	40.80	9.95	0.00	0.00	9.95	30.85
Cancro	MA	9.95	9.95	0.00	0.00	9.95	0.00
Brooks	NC	10.95	9.95	0.00	0.00	9.95	1.00
Moderie	CA	10.95	9.95	0.00	0.00	9.95	1.00
Hoeniger	MN	10.95	9.95	0.00	0.00	9.95	1.00
Coleman	DC	10.95	9.95	0.00	0.00	9.95	1.00
CHISOLM	OH	10.95	9.95	0.00	0.00	9.95	1.00
Colodny	TX	10.95	10.95	0.00	0.00	10.95	0.00
Magaro	NC	10.95	10.95	0.00	0.00	10.95	0.00
Seymour	FL	10.95	10.95	0.00	0.00	10.95	0.00
Riche	NJ	10.95	10.95	0.00	0.00	10.95	0.00
Ilawole	CA	10.95	10.95	0.00	0.00	10.95	0.00
Phelps	WI	10.95	10.95	0.00	0.00	10.95	0.00
Santucci	IL	10.95	10.95	0.00	0.00	10.95	0.00
Gross	PA	10.95	10.95	0.00	0.00	10.95	0.00
Collier	MD	20.90	10.95	0.00	0.00	10.95	9.95
Nelson	MN	20.90	0.00	10.95	0.00	10.95	9.95
Gowen	IL	10.95	10.95	0.00	0.00	10.95	0.00
Henriques	FL	10.95	10.95	0.00	0.00	10.95	0.00
Flam	NY	10.95	10.95	0.00	0.00	10.95	0.00
Bowman	MO	10.95	10.95	0.00	0.00	10.95	0.00
Doughman	FL	10.95	10.95	0.00	0.00	10.95	0.00
Gerrard	MI	10.95	10.95	0.00	0.00	10.95	0.00
Peterson	WA	10.95	10.95	0.00	0.00	10.95	0.00
Gish	FL	10.95	10.95	0.00	0.00	10.95	0.00
Lander	PA	10.95	10.95	0.00	0.00	10.95	0.00
Schultz	CA	10.95	10.95	0.00	0.00	10.95	0.00
Williams	GA	20.90	0.00	10.95	0.00	10.95	9.95
Merrick	OH	10.95	10.95	0.00	0.00	10.95	0.00
DeViscovo	NH	10.95	10.95	0.00	0.00	10.95	0.00
Hansen	WI	10.95	10.95	0.00	0.00	10.95	0.00
Toher	FL	10.95	10.95	0.00	0.00	10.95	0.00
Timm	CA	10.95	10.95	0.00	0.00	10.95	0.00
Thompson	NY	10.95	0.00	10.95	0.00	10.95	0.00
Mehan	AZ	10.95	10.95	0.00	0.00	10.95	0.00
Farmer	MS	85.90	12.00	0.00	0.00	12.00	73.90

Centeno	OK	22.90	12.95	0.00	0.00	12.95	9.95
Fellows	MN	100.50	19.90	0.00	0.00	19.90	80.60
Ford	FL	59.70	19.90	0.00	0.00	19.90	39.80
Murphy	CA	20.90	19.90	0.00	0.00	19.90	1.00
Raj	TN	30.85	19.90	0.00	0.00	19.90	10.95
Ray	TX	180.10	19.90	0.00	0.00	19.90	160.20
Gleason	CT	190.15	19.90	0.00	0.00	19.90	170.25
Alcantara	CA	100.50	19.90	0.00	0.00	19.90	80.60
Denny	KY	30.85	19.90	0.00	0.00	19.90	10.95
DuFour	CT	40.80	19.90	0.00	0.00	19.90	20.90
Engelbert	OH	30.85	19.90	0.00	0.00	19.90	10.95
Flowers	OK	20.90	19.90	0.00	0.00	19.90	1.00
Foy	TN	298.50	19.90	0.00	0.00	19.90	278.60
Franklin	AL	40.80	19.90	0.00	0.00	19.90	20.90
Gibbs	WA	100.50	19.90	0.00	0.00	19.90	80.60
Gomes	CA	20.90	19.90	0.00	0.00	19.90	1.00
Greenwalt	NC	130.35	19.90	0.00	0.00	19.90	110.45
Gross	PA	20.90	19.90	0.00	0.00	19.90	1.00
Kilner	MI	30.85	19.90	0.00	0.00	19.90	10.95
Thoenes	CA	20.90	19.90	0.00	0.00	19.90	1.00
Martinez	FL	30.85	19.90	0.00	0.00	19.90	10.95
Miller	FL	60.70	19.90	0.00	0.00	19.90	40.80
Neal	AK	20.90	9.95	9.95	0.00	19.90	1.00
Davis	IL	80.60	19.90	0.00	0.00	19.90	60.70
McCarthy	PA	99.50	19.90	0.00	0.00	19.90	79.60
Blancas	IL	20.90	19.90	0.00	0.00	19.90	1.00
Mayes	MO	20.90	19.90	0.00	0.00	19.90	1.00
Dupeyroux	FL	20.90	19.90	0.00	0.00	19.90	1.00
Lee	IL	30.85	19.90	0.00	0.00	19.90	10.95
Eremenchuk	AZ	40.80	19.90	0.00	0.00	19.90	20.90
Larrimer	OK	70.65	19.90	0.00	0.00	19.90	50.75
Panton	WI	30.85	19.90	0.00	0.00	19.90	10.95
Bean	TN	120.40	19.90	0.00	0.00	19.90	100.50
Huggins	AZ	160.20	19.90	0.00	0.00	19.90	140.30
Witherspoon	NJ	20.90	19.90	0.00	0.00	19.90	1.00
DeSmit	KS	30.85	19.90	0.00	0.00	19.90	10.95
Padgett	NC	20.90	19.90	0.00	0.00	19.90	1.00
Varney	RI	29.85	19.90	0.00	0.00	19.90	9.95
Woods	MD	109.45	19.90	0.00	0.00	19.90	89.55
Christianson	IL	70.65	19.90	0.00	0.00	19.90	50.75
Dillon	WV	40.80	19.90	0.00	0.00	19.90	20.90
Cloward	FL	80.60	19.90	0.00	0.00	19.90	60.70
Clay	MN	30.85	19.90	0.00	0.00	19.90	10.95
Shultz	MO	19.90	19.90	0.00	0.00	19.90	0.00
Backman	MN	100.50	19.90	0.00	0.00	19.90	80.60
Carf	OH	109.45	19.90	0.00	0.00	19.90	89.55
Butts	AL	30.85	19.90	0.00	0.00	19.90	10.95
Castleberry	OK	20.90	19.90	0.00	0.00	19.90	1.00
Alley	FL	40.80	19.90	0.00	0.00	19.90	20.90

Plummer	WA	149.25	19.90	0.00	0.00	19.90	129.35
Smith	MI	30.85	19.90	0.00	0.00	19.90	10.95
Napoles	IL	120.40	19.90	0.00	0.00	19.90	100.50
Bartley	MI	69.65	19.90	0.00	0.00	19.90	49.75
McCook	IL	20.90	19.90	0.00	0.00	19.90	1.00
McDonald	TX	30.85	19.90	0.00	0.00	19.90	10.95
Beckendorf	TX	20.90	19.90	0.00	0.00	19.90	1.00
Winfield	OH	30.85	9.95	9.95	0.00	19.90	10.95
Stamp	MI	30.85	19.90	0.00	0.00	19.90	10.95
Lake	NH	30.85	19.90	0.00	0.00	19.90	10.95
Bullock	TX	20.90	19.90	0.00	0.00	19.90	1.00
Kohl	FL	60.70	19.90	0.00	0.00	19.90	40.80
Debbis	MD	159.20	19.90	0.00	0.00	19.90	139.30
Harris	TX	19.90	19.90	0.00	0.00	19.90	0.00
Cook	KY	20.90	19.90	0.00	0.00	19.90	1.00
Decker	Ms	100.50	19.90	0.00	0.00	19.90	80.60
Delgado	CO	50.75	19.90	0.00	0.00	19.90	30.85
Skinner	CA	20.90	19.90	0.00	0.00	19.90	1.00
Williams	FL	20.90	9.95	9.95	0.00	19.90	1.00
Svidron	TX	40.80	19.90	0.00	0.00	19.90	20.90
Spataro	NY	50.75	19.90	0.00	0.00	19.90	30.85
Potter	TX	60.70	19.90	0.00	0.00	19.90	40.80
Patsilevas	PA	20.90	19.90	0.00	0.00	19.90	1.00
Heilborn	CA	50.75	19.90	0.00	0.00	19.90	30.85
Shivers	CA	50.75	19.90	0.00	0.00	19.90	30.85
Kaltenbach	CA	60.70	19.90	0.00	0.00	19.90	40.80
Horn	PA	30.85	19.90	0.00	0.00	19.90	10.95
Hingorani	CA	70.65	19.90	0.00	0.00	19.90	50.75
Schaefer	WI	40.80	19.90	0.00	0.00	19.90	20.90
Murdock	MI	30.85	19.90	0.00	0.00	19.90	10.95
Durant	MD	40.80	19.90	0.00	0.00	19.90	20.90
Landry	NY	39.80	19.90	0.00	0.00	19.90	19.90
Winterhalt	NY	59.70	19.90	0.00	0.00	19.90	39.80
Hare	SC	29.85	0.00	19.90	0.00	19.90	9.95
Pedraza	FL	30.85	19.90	0.00	0.00	19.90	10.95
Shanahan	NY	70.75	19.90	0.00	0.00	19.90	50.85
Shall	CA	40.80	19.90	0.00	0.00	19.90	20.90
Maitland	NY	145.75	19.90	0.00	0.00	19.90	125.85
Wirth	FL	40.90	19.95	0.00	0.00	19.95	20.95
Koblin	NY	19.95	0.00	19.95	0.00	19.95	0.00
Pavkovic	RI	19.95	0.00	19.95	0.00	19.95	0.00
Hawk	PA	20.95	19.95	0.00	0.00	19.95	1.00
Dudley	FL	299.35	19.95	0.00	0.00	19.95	279.40
Entwistle	GA	348.85	0.00	19.95	0.00	19.95	328.90
Knott	CA	20.90	19.95	0.00	0.00	19.95	0.95
Greco	NY	120.70	0.00	19.95	0.00	19.95	100.75
Warner	UT	20.95	19.95	0.00	0.00	19.95	1.00
Slattery	CO	279.30	19.95	0.00	0.00	19.95	259.35
Simons	MA	180.55	19.95	0.00	0.00	19.95	160.60

Norman	NY	20.95	19.95	0.00	0.00	19.95	1.00
Bailey	UT	20.95	19.95	0.00	0.00	19.95	1.00
Sajnacki	NC	299.25	0.00	19.95	0.00	19.95	279.30
Storer	OK	20.95	19.95	0.00	0.00	19.95	1.00
Wentz	TX	60.85	0.00	19.95	0.00	19.95	40.90
Barker	CA	20.95	19.95	0.00	0.00	19.95	1.00
Corrigan	AL	40.90	19.95	0.00	0.00	19.95	20.95
Thompson	KY	20.95	19.95	0.00	0.00	19.95	1.00
Gooch	MN	110.70	0.00	19.95	0.00	19.95	90.75
Grodzki	NJ	20.95	19.95	0.00	0.00	19.95	1.00
James	CA	20.95	0.00	19.95	0.00	19.95	1.00
Musso	IL	22.90	19.95	0.00	0.00	19.95	2.95
Garrison	OH	20.95	19.95	0.00	0.00	19.95	1.00
Kristof	CA	20.95	19.95	0.00	0.00	19.95	1.00
Yeo	TX	20.95	19.95	0.00	0.00	19.95	1.00
Rorabaugh	MT	20.95	19.95	0.00	0.00	19.95	1.00
Kimble	FL	20.95	0.00	19.95	0.00	19.95	1.00
Barkemeyer	NV	80.80	19.95	0.00	0.00	19.95	60.85
Walter	OH	19.95	0.00	19.95	0.00	19.95	0.00
Haas	MN	19.95	19.95	0.00	0.00	19.95	0.00
Schwerin	MA	40.90	19.95	0.00	0.00	19.95	20.95
McKeen	ME	159.60	0.00	19.95	0.00	19.95	139.65
Silva	CA	60.85	19.95	0.00	0.00	19.95	40.90
Lilly	WV	20.90	20.90	0.00	0.00	20.90	0.00
Clemens	IN	20.90	20.90	0.00	0.00	20.90	0.00
Cline	FL	20.90	20.90	0.00	0.00	20.90	0.00
Cvetnich	VA	20.90	20.90	0.00	0.00	20.90	0.00
Derflinger	OH	20.90	20.90	0.00	0.00	20.90	0.00
Mallory	IL	20.90	20.90	0.00	0.00	20.90	0.00
Pearson	OR	20.90	20.90	0.00	0.00	20.90	0.00
Rutkowski	NY	20.95	20.95	0.00	0.00	20.95	0.00
Gruen	WI	20.95	20.95	0.00	0.00	20.95	0.00
Hamm	KS	20.95	20.95	0.00	0.00	20.95	0.00
Martell	OR	20.95	19.95	1.00	0.00	20.95	0.00
Dahl	AR	20.95	1.00	19.95	0.00	20.95	0.00
Jimenez	FL	20.95	20.95	0.00	0.00	20.95	0.00
Myers	OR	20.95	20.95	0.00	0.00	20.95	0.00
Habibzadeh	VA	20.95	20.95	0.00	0.00	20.95	0.00
Goar	OR	20.95	20.95	0.00	0.00	20.95	0.00
Rich	PA	20.95	1.00	19.95	0.00	20.95	0.00
Kim	MD	20.95	20.95	0.00	0.00	20.95	0.00
Wolfe	NY	357.85	24.00	0.00	0.00	24.00	333.85
Pulley	WI	363.90	24.00	0.00	0.00	24.00	339.90
Markham	MA	424.90	24.00	0.00	0.00	24.00	400.90
Fisher	IN	192.00	24.00	0.00	0.00	24.00	168.00
Mazzante	PA	213.95	24.00	0.00	0.00	24.00	189.95
Atmore	GA	1.00	1.00	28.35	0.00	29.35	-28.35
Romero	TX	109.45	29.80	0.00	0.00	29.80	79.65
Carter	CA	89.55	29.80	0.00	0.00	29.80	59.75

Barker	OK	60.70	19.90	9.95	0.00	29.85	30.85
Mann	FL	109.45	19.90	9.95	0.00	29.85	79.60
Spirn	NY	139.30	29.85	0.00	0.00	29.85	109.45
Seavers	OH	60.70	29.85	0.00	0.00	29.85	30.85
Coia	KS	50.75	29.85	0.00	0.00	29.85	20.90
Leff	NY	60.70	29.85	0.00	0.00	29.85	30.85
Rendel	FL	50.75	29.85	0.00	0.00	29.85	20.90
Ryan	IL	60.70	29.85	0.00	0.00	29.85	30.85
Schattinger	FL	179.10	29.85	0.00	0.00	29.85	149.25
Schilling	MA	159.20	29.85	0.00	0.00	29.85	129.35
Kunicek	IL	80.60	29.85	0.00	0.00	29.85	50.75
Finstuen	CA	194.15	29.85	0.00	0.00	29.85	164.30
Barbin	NH	40.80	29.85	0.00	0.00	29.85	10.95
Bastow	PA	90.55	29.85	0.00	0.00	29.85	60.70
Coykendall	CA	248.75	29.85	0.00	0.00	29.85	218.90
Davis	MO	129.35	29.85	0.00	0.00	29.85	99.50
Downey	MA	40.80	29.85	0.00	0.00	29.85	10.95
Fields	KY	90.55	29.85	0.00	0.00	29.85	60.70
France	UT	139.30	29.85	0.00	0.00	29.85	109.45
Hahn	CA	60.70	29.85	0.00	0.00	29.85	30.85
Hussain	FL	149.25	29.85	0.00	0.00	29.85	119.40
Krouse	PA	70.65	29.85	0.00	0.00	29.85	40.80
Larson	MI	140.30	29.85	0.00	0.00	29.85	110.45
Williams	MA	80.60	29.85	0.00	0.00	29.85	50.75
Zainer	WI	70.65	29.85	0.00	0.00	29.85	40.80
Legon	IL	40.80	29.85	0.00	0.00	29.85	10.95
McGibbon	MN	89.60	29.85	0.00	0.00	29.85	59.75
Montei	IL	225.35	29.85	0.00	0.00	29.85	195.50
Newsom	IN	30.85	29.85	0.00	0.00	29.85	1.00
Pugh	WV	120.40	29.85	0.00	0.00	29.85	90.55
Damon	SC	79.60	29.85	0.00	0.00	29.85	49.75
Andersen	AZ	49.75	29.85	0.00	0.00	29.85	19.90
Tejero-Darder	FL	89.55	29.85	0.00	0.00	29.85	59.70
Hackett	WA	79.60	29.85	0.00	0.00	29.85	49.75
Shonibare	MN	59.70	29.85	0.00	0.00	29.85	29.85
Reinecke-Masak	IL	179.40	29.85	0.00	0.00	29.85	149.55
Bastow	PA	90.55	29.85	0.00	0.00	29.85	60.70
Baker	PA	99.50	29.85	0.00	0.00	29.85	69.65
Davis	MS	30.85	29.85	0.00	0.00	29.85	1.00
Davis	AL	100.50	29.85	0.00	0.00	29.85	70.65
Kennedy	OH	40.80	29.85	0.00	0.00	29.85	10.95
Lucas	MI	60.70	29.85	0.00	0.00	29.85	30.85
Duffy	MA	80.60	29.85	0.00	0.00	29.85	50.75
Randall	AZ	50.75	29.85	0.00	0.00	29.85	20.90
Wolkow	IL	50.75	29.85	0.00	0.00	29.85	20.90
LaRochelle	CA	367.95	29.85	0.00	0.00	29.85	338.10
Price	MO	70.65	29.85	0.00	0.00	29.85	40.80
Medlin	UT	149.25	29.85	0.00	0.00	29.85	119.40
Burns	MI	149.25	29.85	0.00	0.00	29.85	119.40

Botelho	VA	119.40	29.85	0.00	0.00	29.85	89.55
Isaacs	IN	50.75	29.85	0.00	0.00	29.85	20.90
Olivier	LA	169.15	29.85	0.00	0.00	29.85	139.30
Pierce	NY	120.40	29.85	0.00	0.00	29.85	90.55
Walsh	CA	80.60	29.85	0.00	0.00	29.85	50.75
Hartis	NC	90.55	29.85	0.00	0.00	29.85	60.70
Cleveland	IN	199.00	29.85	0.00	0.00	29.85	169.15
Rash	UT	60.70	29.85	0.00	0.00	29.85	30.85
Richgels	WI	100.50	29.85	0.00	0.00	29.85	70.65
Martin	TX	160.20	29.85	0.00	0.00	29.85	130.35
Hodge	WA	40.80	29.85	0.00	0.00	29.85	10.95
Berndt	IA	238.80	29.85	0.00	0.00	29.85	208.95
Comaianni	MI	79.60	29.85	0.00	0.00	29.85	49.75
Scott	MI	189.40	29.85	0.00	0.00	29.85	159.55
Kartes	ID	69.65	29.85	0.00	0.00	29.85	39.80
Degen	NY	135.80	29.85	0.00	0.00	29.85	105.95
Barcelona	LA	69.65	29.85	0.00	0.00	29.85	39.80
Lopez	ID	59.70	29.85	0.00	0.00	29.85	29.85
Reed	ME	49.75	29.85	0.00	0.00	29.85	19.90
Skutek	WI	59.70	29.85	0.00	0.00	29.85	29.85
Chiasson	FL	159.50	29.85	0.00	0.00	29.85	129.65
Krupp	MI	50.75	29.85	0.00	0.00	29.85	20.90
Rutledge/ Hamm	TN	69.65	29.85	0.00	0.00	29.85	39.80
Ferguson	FL	60.70	29.85	0.00	0.00	29.85	30.85
Nytes	WI	50.75	29.85	0.00	0.00	29.85	20.90
Pontius	MI	30.85	29.85	0.00	0.00	29.85	1.00
Nandi	NC	89.55	29.85	0.00	0.00	29.85	59.70
Frausto	FL	40.80	29.85	0.00	0.00	29.85	10.95
Scott	CA	40.80	29.85	0.00	0.00	29.85	10.95
Abernathy	NC	99.50	29.85	0.00	0.00	29.85	69.65
Murphy	AL	40.80	29.85	0.00	0.00	29.85	10.95
Duke	AL	80.60	29.85	0.00	0.00	29.85	50.75
Claridge	KY	129.35	29.85	0.00	0.00	29.85	99.50
Maurer	NY	29.85	29.85	0.00	0.00	29.85	0.00
Nelson	TN	149.25	29.85	0.00	0.00	29.85	119.40
Berg	WI	140.30	29.85	0.00	0.00	29.85	110.45
Hale	WA	70.65	29.85	0.00	0.00	29.85	40.80
Looney	TX	60.70	29.85	0.00	0.00	29.85	30.85
Mellen	IN	120.40	29.85	0.00	0.00	29.85	90.55
Landwert	TX	69.65	29.85	0.00	0.00	29.85	39.80
Martin	TX	40.80	29.85	0.00	0.00	29.85	10.95
Riehl	MO	169.40	29.85	0.00	0.00	29.85	139.55
Sallee	AZ	89.55	29.85	0.00	0.00	29.85	59.70
Wood	CA	165.65	29.85	0.00	0.00	29.85	135.80
Yocum	WI	69.65	29.85	0.00	0.00	29.85	39.80
Bialek	IL	50.75	29.85	0.00	0.00	29.85	20.90
Cavanaugh	IL	29.85	29.85	0.00	0.00	29.85	0.00
Clemenzi	NY	59.70	29.85	0.00	0.00	29.85	29.85
Dowd	NY	29.85	29.85	0.00	0.00	29.85	0.00

Harris	CA	30.85	29.85	0.00	0.00	29.85	1.00
Lingley	IL	79.60	29.85	0.00	0.00	29.85	49.75
Grice	MA	79.60	29.85	0.00	0.00	29.85	49.75
Neu	OH	30.85	0.00	29.85	0.00	29.85	1.00
Lewis	AR	79.60	29.85	0.00	0.00	29.85	49.75
Brown	FL	69.65	29.85	0.00	0.00	29.85	39.80
Haskvitz	AZ	69.65	29.85	0.00	0.00	29.85	39.80
Langbein	MD	79.60	29.85	0.00	0.00	29.85	49.75
McIntyre	PA	79.60	29.85	0.00	0.00	29.85	49.75
James	TX	79.60	29.85	0.00	0.00	29.85	49.75
Fenster-Bailes	CA	50.75	29.85	0.00	0.00	29.85	20.90
Rogers	TX	30.85	29.85	0.00	0.00	29.85	1.00
Boyd	IN	110.45	29.85	0.00	0.00	29.85	80.60
Hagan	MI	50.75	29.85	0.00	0.00	29.85	20.90
Chuilli	FL	80.60	29.85	0.00	0.00	29.85	50.75
Lorah	PA	82.55	29.85	0.00	0.00	29.85	52.70
Scheidt	MO	129.35	29.85	0.00	0.00	29.85	99.50
Teran	IN	129.35	29.85	0.00	0.00	29.85	99.50
Mealy	NJ	149.25	29.85	0.00	0.00	29.85	119.40
Ruths	MO	49.75	29.85	0.00	0.00	29.85	19.90
Friedrick	TX	150.25	29.85	0.00	0.00	29.85	120.40
Disch	CO	110.45	29.85	0.00	0.00	29.85	80.60
Trujillo	CA	79.60	29.85	0.00	0.00	29.85	49.75
Williams	CA	100.50	29.85	0.00	0.00	29.85	70.65
DiLisio	NY	40.80	29.85	0.00	0.00	29.85	10.95
Amaral	NJ	338.10	29.85	0.00	0.00	29.85	308.25
McWilliams	KS	79.60	29.85	0.00	0.00	29.85	49.75
Sprague	CA	50.75	29.85	0.00	0.00	29.85	20.90
Vildosola	AZ	49.75	29.85	0.00	0.00	29.85	19.90
Furlan	VA	40.80	29.85	0.00	0.00	29.85	10.95
Sealy	SC	69.65	29.85	0.00	0.00	29.85	39.80
Hawk	NC	30.85	29.85	0.00	0.00	29.85	1.00
Giller	TX	79.60	29.85	0.00	0.00	29.85	49.75
Wisniske	TX	99.50	29.85	0.00	0.00	29.85	69.65
Hoffpauir	LA	40.80	29.85	0.00	0.00	29.85	10.95
Bills	LA	30.85	29.85	0.00	0.00	29.85	1.00
Leonard	WI	70.65	29.85	0.00	0.00	29.85	40.80
Conklin	FL	129.35	29.85	0.00	0.00	29.85	99.50
Shelton	KY	119.40	29.85	0.00	0.00	29.85	89.55
Pliske	MO	99.50	29.85	0.00	0.00	29.85	69.65
Morris	NY	60.70	29.85	0.00	0.00	29.85	30.85
McDermott	VA	40.80	29.85	0.00	0.00	29.85	10.95
Gladfelter	PA	100.50	29.85	0.00	0.00	29.85	70.65
Flick	FL	70.65	29.85	0.00	0.00	29.85	40.80
Henry	CA	129.35	29.85	0.00	0.00	29.85	99.50
Hall	ID	60.70	29.85	0.00	0.00	29.85	30.85
Pinney	MO	60.70	29.85	0.00	0.00	29.85	30.85
Osborne	KY	149.25	29.85	0.00	0.00	29.85	119.40
Jaeger	NC	60.70	29.85	0.00	0.00	29.85	30.85

Raya	CA	149.25	29.85	0.00	0.00	29.85	119.40
Trevor	MI	50.75	29.85	0.00	0.00	29.85	20.90
Chipman	NH	40.80	29.85	0.00	0.00	29.85	10.95
Young	MD	80.60	29.85	0.00	0.00	29.85	50.75
Zee-cheng	CA	90.55	29.85	0.00	0.00	29.85	60.70
Messier	FL	70.65	29.85	0.00	0.00	29.85	40.80
Scobey-Polacheck	WI	159.20	29.85	0.00	0.00	29.85	129.35
Harmon	GA	219.15	29.85	0.00	0.00	29.85	189.30
Fritzen	NY	60.70	29.85	0.00	0.00	29.85	30.85
Ward	Mi	80.60	29.85	0.00	0.00	29.85	50.75
Aboul-Hosn	PA	60.70	29.85	0.00	0.00	29.85	30.85
Casey	CA	129.35	29.85	0.00	0.00	29.85	99.50
McKeel	TX	79.60	29.85	0.00	0.00	29.85	49.75
Searle	WA	189.05	29.85	0.00	0.00	29.85	159.20
Vestigo	PA	79.60	29.85	0.00	0.00	29.85	49.75
Hayes	IL	49.75	29.85	0.00	0.00	29.85	19.90
McLean	MO	119.40	29.85	0.00	0.00	29.85	89.55
Gloceri	MI	129.35	29.85	0.00	0.00	29.85	99.50
Keegan	FL	179.10	29.85	0.00	0.00	29.85	149.25
Schwobel	MD	100.50	29.85	0.00	0.00	29.85	70.65
Thorson	SD	30.85	29.85	0.00	0.00	29.85	1.00
Oshinsky	Pa	30.85	29.85	0.00	0.00	29.85	1.00
Rusaw	SC	409.29	29.85	0.00	0.00	29.85	379.44
Conklin	NY	80.60	29.85	0.00	0.00	29.85	50.75
Long	IL	90.55	29.85	0.00	0.00	29.85	60.70
French	MO	59.70	29.85	0.00	0.00	29.85	29.85
Wollam	IN	50.75	29.85	0.00	0.00	29.85	20.90
Tyler-Kearns	CA	39.80	29.85	0.00	0.00	29.85	9.95
Riley	KY	300.00	29.90	0.00	0.00	29.90	270.10
Coratti	NJ	99.55	29.90	0.00	0.00	29.90	69.65
Stitcher	OR	74.82	29.92	0.00	0.00	29.92	44.90
Wade	TX	185.70	0.00	29.95	0.00	29.95	155.75
Falkenhagen	NC	89.55	29.95	0.00	0.00	29.95	59.60
Werner	FL	30.85	10.95	19.90	0.00	30.85	0.00
Dedmon	AL	29.85	30.85	0.00	0.00	30.85	-1.00
Ferry	PA	30.85	30.85	0.00	0.00	30.85	0.00
Walker	NY	30.85	30.85	0.00	0.00	30.85	0.00
Whitfield	TX	30.85	30.85	0.00	0.00	30.85	0.00
McConnell	MI	30.85	30.85	0.00	0.00	30.85	0.00
Vecchio	VA	31.95	30.95	0.00	0.00	30.95	1.00
Sauer	MA	31.95	0.00	31.95	0.00	31.95	0.00
Hirai	MD	252.00	36.00	0.00	0.00	36.00	216.00
Currigan	VA	240.00	36.00	0.00	0.00	36.00	204.00
Rauen	CA	240.00	36.00	0.00	0.00	36.00	204.00
Wooff	IL	268.90	36.00	0.00	0.00	36.00	232.90
Sheley	ID	156.00	36.00	0.00	0.00	36.00	120.00
Steinherz	NY	279.90	36.00	0.00	0.00	36.00	243.90
Barragan	IL	10.95	9.95	26.18	0.00	36.13	-25.18
Young	WI	142.45	38.85	0.00	0.00	38.85	103.60

Allen	WI	59.70	39.70	0.00	0.00	39.70	20.00
Poloni	CA	79.60	39.80	0.00	0.00	39.80	39.80
Meyer	MI	129.35	0.00	39.80	0.00	39.80	89.55
Shirlaw	CO	90.55	39.80	0.00	0.00	39.80	50.75
Terhune	MA	50.75	39.80	0.00	0.00	39.80	10.95
Yoes	LA	150.25	39.80	0.00	0.00	39.80	110.45
Spetz	OH	100.50	39.80	0.00	0.00	39.80	60.70
Angeletti	PA	60.70	39.80	0.00	0.00	39.80	20.90
Leslie	MO	248.75	39.80	0.00	0.00	39.80	208.95
Lohmann	TX	129.35	29.85	9.95	0.00	39.80	89.55
Todd	MD	150.25	39.80	0.00	0.00	39.80	110.45
Barnett	NJ	40.80	39.80	0.00	0.00	39.80	1.00
Crandall	OH	120.40	39.80	0.00	0.00	39.80	80.60
DeWald	VA	90.55	0.00	39.80	0.00	39.80	50.75
Dorsey	FL	140.30	39.80	0.00	0.00	39.80	100.50
Tsed	GA	70.65	29.85	9.95	0.00	39.80	30.85
Masters	NY	110.45	39.80	0.00	0.00	39.80	70.65
Nardizzi	PA	80.60	39.80	0.00	0.00	39.80	40.80
Rausin	TX	40.80	29.85	9.95	0.00	39.80	1.00
Esposito	NY	89.55	39.80	0.00	0.00	39.80	49.75
McMahon	NH	39.80	39.80	0.00	0.00	39.80	0.00
Giovanni	NE	238.80	39.80	0.00	0.00	39.80	199.00
Neer	IN	208.95	19.90	19.90	0.00	39.80	169.15
Sander	OH	150.25	19.90	19.90	0.00	39.80	110.45
Campa	WA	70.65	39.80	0.00	0.00	39.80	30.85
Greer	VA	59.70	39.80	0.00	0.00	39.80	19.90
Powell	TX	40.80	39.80	0.00	0.00	39.80	1.00
Meeks	MI	70.65	39.80	0.00	0.00	39.80	30.85
Kukiela	NJ	20.90	19.90	19.90	0.00	39.80	-18.90
Glover	WV	80.60	0.00	39.80	0.00	39.80	40.80
Smith	NY	50.75	0.00	39.80	0.00	39.80	10.95
Darisse	MA	90.55	39.80	0.00	0.00	39.80	50.75
Olsen	CT	119.40	39.80	0.00	0.00	39.80	79.60
Acosta	CO	130.35	39.80	0.00	0.00	39.80	90.55
Covert	OH	80.60	39.80	0.00	0.00	39.80	40.80
Smith	GA	199.00	39.80	0.00	0.00	39.80	159.20
Crissman	MI	119.40	39.80	0.00	0.00	39.80	79.60
Goff	OH	70.65	39.80	0.00	0.00	39.80	30.85
Manresa	FL	199.00	39.80	0.00	0.00	39.80	159.20
Grummet	Mi	90.55	39.80	0.00	0.00	39.80	50.75
Gillis	GA	60.70	39.80	0.00	0.00	39.80	20.90
White	OH	130.35	39.80	0.00	0.00	39.80	90.55
Purdy	PA	110.45	39.80	0.00	0.00	39.80	70.65
McKenna	OH	60.70	39.80	0.00	0.00	39.80	20.90
Sklar	MD	70.65	39.80	0.00	0.00	39.80	30.85
Bradford	OH	100.50	39.80	0.00	0.00	39.80	60.70
Stewart	NY	59.70	9.95	29.85	19.90	39.80	39.80
Barnes	PA	169.45	39.80	0.00	0.00	39.80	129.65
Fuller	CO	40.80	39.80	0.00	0.00	39.80	1.00

Tennial	VA	39.80	39.80	0.00	0.00	39.80	0.00
Yeager	GA	70.65	39.80	0.00	0.00	39.80	30.85
De Master	NJ	129.35	39.80	0.00	0.00	39.80	89.55
Slimp	TX	129.35	29.85	9.95	0.00	39.80	89.55
Fatek	PA	239.15	39.80	0.00	0.00	39.80	199.35
Jones	TX	139.55	39.80	0.00	0.00	39.80	99.75
Henson	HI	39.80	29.85	9.95	0.00	39.80	0.00
Starr	TX	79.60	39.80	0.00	0.00	39.80	39.80
Witt	WI	50.75	39.80	0.00	0.00	39.80	10.95
Malven	VA	80.60	39.80	0.00	0.00	39.80	40.80
Blazi	NV	70.65	39.80	0.00	0.00	39.80	30.85
Welbes	IL	59.70	39.80	0.00	0.00	39.80	19.90
Lucy	MO	229.15	39.80	0.00	0.00	39.80	189.35
Denney	NY	140.30	39.80	0.00	0.00	39.80	100.50
Griffith	CA	59.70	39.80	0.00	0.00	39.80	19.90
Lapinsky	NH	79.60	39.80	0.00	0.00	39.80	39.80
Rivinius	SC	119.40	39.80	0.00	0.00	39.80	79.60
Schlabs	TX	70.65	39.80	0.00	0.00	39.80	30.85
Crummie	PA	109.45	39.80	0.00	0.00	39.80	69.65
Churchill	WI	90.55	39.80	0.00	0.00	39.80	50.75
Fordyce	OH	140.25	29.85	9.95	0.00	39.80	100.45
Carter	VA	59.70	39.80	0.00	0.00	39.80	19.90
Washington	FL	159.20	39.80	0.00	0.00	39.80	119.40
Nixon	OK	170.15	39.80	0.00	0.00	39.80	130.35
Capps	CA	19.60	39.80	0.00	0.00	39.80	-20.20
Golden	TX	59.70	39.80	0.00	0.00	39.80	19.90
Thomas	FL	69.65	39.80	0.00	0.00	39.80	29.85
Belvins	FL	89.55	39.80	0.00	0.00	39.80	49.75
Krga	IL	69.65	39.80	0.00	0.00	39.80	29.85
Fleischhacker	MN	89.55	39.80	0.00	0.00	39.80	49.75
Robie	TX	190.05	39.80	0.00	0.00	39.80	150.25
Fox	WI	140.30	39.80	0.00	0.00	39.80	100.50
Powell	FL	100.50	39.80	0.00	0.00	39.80	60.70
Louis	IL	100.50	39.80	0.00	0.00	39.80	60.70
Hammond	VT	120.40	39.80	0.00	0.00	39.80	80.60
Thorson	SD	110.45	39.80	0.00	0.00	39.80	70.65
Schwerin	MA	50.80	39.80	0.00	0.00	39.80	11.00
Woods	Pa	40.80	39.80	0.00	0.00	39.80	1.00
Novak	VA	50.75	39.80	0.00	0.00	39.80	10.95
Sole	UT	69.65	0.00	39.80	0.00	39.80	29.85
Palermo	NC	69.65	39.80	0.00	0.00	39.80	29.85
Oakes	NE	239.80	39.85	0.00	0.00	39.85	199.95
Hilgneck	CA	89.60	39.85	0.00	0.00	39.85	49.75
Albright	GA	109.50	39.85	0.00	0.00	39.85	69.65
Wasden	CA	39.90	0.00	39.90	0.00	39.90	0.00
Alicea	VA	220.40	0.00	39.90	0.00	39.90	180.50
Clements	MI	40.90	39.90	0.00	0.00	39.90	1.00
Dawson	MN	140.65	39.90	0.00	0.00	39.90	100.75
Lopez	NH	80.80	39.90	0.00	0.00	39.90	40.90

Pirruccello	NE	40.90	39.90	0.00	0.00	39.90	1.00
Nick	CO	80.80	39.90	0.00	0.00	39.90	40.90
Bigford	NY	50.85	39.90	0.00	0.00	39.90	10.95
Deodati	NY	40.90	39.90	0.00	0.00	39.90	1.00
Eisenlohr	OH	340.15	19.95	19.95	0.00	39.90	300.25
Withrow	SD	100.75	39.90	0.00	0.00	39.90	60.85
Gericke	PA	120.70	39.90	0.00	0.00	39.90	80.80
Larson	CA	80.80	39.90	0.00	0.00	39.90	40.90
Zhai	MD	39.90	0.00	39.90	0.00	39.90	0.00
Stevens	UT	60.85	0.00	39.90	19.95	39.90	40.90
Lefebvre- Hill	WI	80.70	39.90	0.00	0.00	39.90	40.80
Miller	IN	240.40	39.90	0.00	0.00	39.90	200.50
Conner	PA	160.20	39.90	0.00	0.00	39.90	120.30
Meyer	MI	20.95	19.95	19.95	0.00	39.90	-18.95
Johnson	PA	568.75	39.90	0.00	0.00	39.90	528.85
Wilkie	MS	418.95	39.90	0.00	0.00	39.90	379.05
Fentress	TX	80.80	39.90	0.00	0.00	39.90	40.90
Ritchie	IL	169.15	29.95	9.95	0.00	39.90	129.25
Sweiger-Veil	IL	139.65	39.90	0.00	0.00	39.90	99.75
Proctor	AR	59.85	39.90	0.00	0.00	39.90	19.95
Martell	ID	259.30	39.90	0.00	0.00	39.90	219.40
Bucinnio	CA	80.75	39.90	0.00	0.00	39.90	40.85
Smiley	IL	40.90	39.90	0.00	0.00	39.90	1.00
Manchester	IA	39.95	39.95	0.00	0.00	39.95	0.00
Wesolowski	MD	40.80	40.80	0.00	0.00	40.80	0.00
Wright	TN	40.80	40.80	0.00	0.00	40.80	0.00
Beasley	MD	40.90	0.00	40.90	0.00	40.90	0.00
Kenney	OH	20.90	19.95	20.95	0.00	40.90	-20.00
Lumsden	MI	230.15	40.90	0.00	0.00	40.90	189.25
Bloome	IL	40.90	19.95	20.95	0.00	40.90	0.00
Wood	MO	40.90	40.90	0.00	0.00	40.90	0.00
Douglass	IL	20.95	20.95	19.95	0.00	40.90	-19.95
Colarulo	NJ	40.90	40.90	0.00	0.00	40.90	0.00
Mellon	MD	150.25	41.80	0.00	0.00	41.80	108.45
Ellis	TX	448.50	44.85	0.00	0.00	44.85	403.65
Janzen	MN	179.40	44.85	0.00	0.00	44.85	134.55
Pasos	CA	119.67	44.85	0.00	0.00	44.85	74.82
Meltz	WI	156.00	0.00	48.00	0.00	48.00	108.00
Ramirez	TX	328.95	36.00	12.00	0.00	48.00	280.95
Ketter	WI	179.10	49.70	0.00	0.00	49.70	129.40
Service	IN	218.90	49.75	0.00	0.00	49.75	169.15
Morris	CA	228.85	49.75	0.00	0.00	49.75	179.10
Ferris	NJ	70.65	19.90	29.85	0.00	49.75	20.90
Tagawa	HI	120.40	49.75	0.00	0.00	49.75	70.65
Miller	MS	110.45	49.75	0.00	0.00	49.75	60.70
Greaves	NY	199.00	49.75	0.00	0.00	49.75	149.25
Kronquist	CA	80.60	49.75	0.00	0.00	49.75	30.85
Brinck	IA	140.30	19.90	29.85	0.00	49.75	90.55
Dunn	AR	80.60	19.90	29.85	0.00	49.75	30.85

Gazi	MI	79.60	49.75	0.00	0.00	49.75	29.85
Cronin	WA	149.25	29.85	19.90	0.00	49.75	99.50
Schnittman	NY	100.50	49.75	0.00	0.00	49.75	50.75
Wotkowicz	MA	60.70	39.80	9.95	0.00	49.75	10.95
Lever	AL	169.15	49.75	0.00	0.00	49.75	119.40
Gavigan	NY	50.75	19.90	29.85	0.00	49.75	1.00
Burgos	FL	100.50	49.75	0.00	0.00	49.75	50.75
Caboor	IL	70.65	49.75	0.00	0.00	49.75	20.90
Eger	PA	30.85	29.85	19.90	0.00	49.75	-18.90
Hansche	WI	80.60	49.75	0.00	0.00	49.75	30.85
Cabral	RI	170.15	49.75	0.00	0.00	49.75	120.40
Cole	FL	50.75	39.80	9.95	0.00	49.75	1.00
Payne	MD	109.50	49.80	0.00	0.00	49.80	59.70
Fleisner	WI	99.55	49.80	0.00	0.00	49.80	49.75
Spaetgens	LA	99.55	49.80	0.00	0.00	49.80	49.75
Eastep	MN	99.55	49.85	0.00	0.00	49.85	49.70
Warren	TX	50.75	50.75	0.00	0.00	50.75	0.00
Moresi	MO	30.85	20.90	29.85	0.00	50.75	-19.90
Whaley	MI	89.55	19.90	39.80	0.00	59.70	29.85
Eekhoff	MI	179.10	39.80	19.90	0.00	59.70	119.40
Reed	IN	189.35	59.70	0.00	0.00	59.70	129.65
Myers	OH	169.15	59.70	0.00	0.00	59.70	109.45
Roth	CA	180.10	59.70	0.00	0.00	59.70	120.40
Barnette	NC	169.15	59.70	0.00	0.00	59.70	109.45
Ash	WI	239.80	59.70	0.00	0.00	59.70	180.10
Kelley	IN	140.30	59.70	0.00	0.00	59.70	80.60
LaRocca	CA	200.00	59.70	0.00	0.00	59.70	140.30
Ramirez	CA	219.90	59.70	0.00	0.00	59.70	160.20
Lobaccaro	NY	189.65	59.70	0.00	0.00	59.70	129.95
Boring	MS	89.55	59.70	0.00	0.00	59.70	29.85
Mitchell	CA	338.65	59.70	0.00	0.00	59.70	278.95
Louis	CA	100.50	59.70	0.00	0.00	59.70	40.80
Akonom	CO	150.25	59.70	0.00	0.00	59.70	90.55
Baranski	OK	160.20	59.70	0.00	0.00	59.70	100.50
Cook	TN	70.65	59.70	0.00	0.00	59.70	10.95
Cramer	NJ	248.75	59.70	0.00	0.00	59.70	189.05
Harding	CO	258.70	59.70	0.00	0.00	59.70	199.00
Kirschenbaum	NY	110.45	29.85	29.85	0.00	59.70	50.75
Thibodeaux	LA	150.25	59.70	0.00	0.00	59.70	90.55
Macdonald	PA	130.35	59.70	0.00	0.00	59.70	70.65
Mantena	TX	190.05	59.70	0.00	0.00	59.70	130.35
Ganz	NC	239.80	59.70	0.00	0.00	59.70	180.10
Miller	KS	140.30	59.70	0.00	0.00	59.70	80.60
Mumma	CA	150.25	59.70	0.00	0.00	59.70	90.55
Murrell	TN	120.40	59.70	0.00	0.00	59.70	60.70
Perlin	NJ	239.80	59.70	0.00	0.00	59.70	180.10
Picazo	MD	150.25	59.70	0.00	0.00	59.70	90.55
Roswell	WA	249.75	59.70	0.00	0.00	59.70	190.05
Rowley	NY	160.20	59.70	0.00	0.00	59.70	100.50

Goehring	OH	218.90	59.70	0.00	0.00	59.70	159.20
Holmstrom	PA	59.70	59.70	0.00	0.00	59.70	0.00
Burdet	CA	209.95	59.70	0.00	0.00	59.70	150.25
Sniff	CO	160.20	59.70	0.00	0.00	59.70	100.50
Gaber	WI	208.95	59.70	0.00	0.00	59.70	149.25
Morrison	NY	259.70	59.70	0.00	0.00	59.70	200.00
Blanchette	LA	70.65	59.70	0.00	0.00	59.70	10.95
Dugger	WA	190.05	59.70	0.00	0.00	59.70	130.35
Scherrer	OH	140.30	29.85	29.85	0.00	59.70	80.60
Skoff	IA	130.35	59.70	0.00	0.00	59.70	70.65
Villoresi	NY	308.75	59.70	0.00	0.00	59.70	249.05
Phillips	CO	208.95	59.70	0.00	0.00	59.70	149.25
Moe	CA	189.05	59.70	0.00	0.00	59.70	129.35
Gibbs	AZ	140.30	59.70	0.00	0.00	59.70	80.60
Sauler	PA	110.45	59.70	0.00	0.00	59.70	50.75
Hemrick	GA	189.35	49.75	9.95	0.00	59.70	129.65
Bui	WI	90.55	59.70	0.00	0.00	59.70	30.85
Selinger	MA	130.35	59.70	0.00	0.00	59.70	70.65
Henline	WI	160.20	59.70	0.00	0.00	59.70	100.50
Kramer	FL	59.70	59.70	0.00	0.00	59.70	0.00
Emerson	WA	30.85	29.85	29.85	0.00	59.70	-28.85
Morneau	NH	59.70	59.70	0.00	0.00	59.70	0.00
Reinhard	IN	69.65	59.70	0.00	0.00	59.70	9.95
Cavazos	TX	189.05	59.70	0.00	0.00	59.70	129.35
Larsen	OR	59.70	59.70	0.00	0.00	59.70	0.00
Pickman	KS	89.60	29.85	29.85	0.00	59.70	29.90
Gray	TX	180.10	59.70	0.00	0.00	59.70	120.40
Gaber	WI	208.95	59.70	0.00	0.00	59.70	149.25
Dileonardo	NY	120.40	59.70	0.00	0.00	59.70	60.70
Zelm	WI	110.45	59.70	0.00	0.00	59.70	50.75
Jackson	IN	70.65	59.70	0.00	0.00	59.70	10.95
Hughes	VA	70.65	59.70	0.00	0.00	59.70	10.95
Bishop	ME	200.00	59.70	0.00	0.00	59.70	140.30
Monahan	CT	120.40	59.70	0.00	0.00	59.70	60.70
Ellis	MA	278.60	59.70	0.00	0.00	59.70	218.90
Tarnawa	MA	160.20	59.70	0.00	0.00	59.70	100.50
Bynum	NJ	209.95	59.70	0.00	0.00	59.70	150.25
Crooks	KY	60.75	59.75	0.00	0.00	59.75	1.00
Perkins	AZ	169.35	59.80	0.00	0.00	59.80	109.55
Rogers	IL	110.65	59.80	0.00	0.00	59.80	50.85
Fentress	TX	100.75	39.90	19.95	0.00	59.85	40.90
Letizia	NY	60.85	39.90	19.95	0.00	59.85	1.00
Grever	OH	80.80	39.90	19.95	0.00	59.85	20.95
Kniseley	WY	159.60	39.90	19.95	0.00	59.85	99.75
Farry	TN	119.70	39.90	19.95	0.00	59.85	59.85
Gocher	TN	160.60	59.85	0.00	0.00	59.85	100.75
Barbee	GA	180.55	59.85	0.00	0.00	59.85	120.70
Blanket	NY	79.80	59.85	0.00	0.00	59.85	19.95
Miller	PA	100.75	59.85	0.00	0.00	59.85	40.90

Sellers	GA	100.75	59.85	0.00	0.00	59.85	40.90
Snyder	CO	160.60	59.85	0.00	0.00	59.85	100.75
Campbell	AZ	60.85	0.00	59.85	0.00	59.85	1.00
Alvarez	FL	80.80	59.85	0.00	0.00	59.85	20.95
Danhelka	TN	280.30	59.85	0.00	0.00	59.85	220.45
Gress	ND	120.70	59.85	0.00	0.00	59.85	60.85
Horn	ND	380.05	59.85	0.00	0.00	59.85	320.20
Kennedy-Tuchfeld	CO	618.45	0.00	59.85	0.00	59.85	558.60
McCarty	GA	120.70	59.85	0.00	0.00	59.85	60.85
Ralston	FL	130.55	59.85	0.00	0.00	59.85	70.70
Parlin	CT	259.35	59.85	0.00	0.00	59.85	199.50
Cole	IL	220.45	59.85	0.00	0.00	59.85	160.60
Stainbrook	CA	359.10	59.85	0.00	0.00	59.85	299.25
Schiavone	AL	360.10	59.85	0.00	0.00	59.85	300.25
Erving	NC	80.75	59.85	0.00	0.00	59.85	20.90
Meadows	VA	259.35	59.85	0.00	0.00	59.85	199.50
Melotti	NV	200.50	59.85	0.00	0.00	59.85	140.65
Pasculle	PA	170.55	59.85	0.00	0.00	59.85	110.70
Kowalski	IL	260.35	59.85	0.00	0.00	59.85	200.50
Towry	CO	160.60	59.85	0.00	0.00	59.85	100.75
Sica	MD	239.20	59.85	0.00	0.00	59.85	179.35
Alamuri	NY	60.85	59.85	0.00	0.00	59.85	1.00
Jefferson	MN	100.75	59.85	0.00	0.00	59.85	40.90
Foster	TX	100.75	59.85	0.00	0.00	59.85	40.90
Ramirez	TN	160.60	59.85	0.00	0.00	59.85	100.75
LaFleur	FL	240.40	59.85	0.00	0.00	59.85	180.55
Furlong	CA	299.25	59.85	0.00	0.00	59.85	239.40
Singhai	CA	59.85	59.85	0.00	0.00	59.85	0.00
Mose	PA	199.50	59.85	0.00	0.00	59.85	139.65
Seibert	MN	100.75	59.85	0.00	0.00	59.85	40.90
Maksimenko	WA	100.70	59.85	0.00	0.00	59.85	40.85
Brophy	ND	259.35	59.85	0.00	0.00	59.85	199.50
Kalm	UT	120.70	59.85	0.00	0.00	59.85	60.85
Bundy	IA	120.70	59.85	0.00	0.00	59.85	60.85
Fisher	TX	279.30	0.00	59.85	59.85	59.85	279.30
Brown	VA	120.70	59.85	0.00	0.00	59.85	60.85
Saller	FL	259.35	59.85	0.00	0.00	59.85	199.50
Hall	IL	279.30	59.85	0.00	0.00	59.85	219.45
Bialo	CA	150.60	59.85	0.00	0.00	59.85	90.75
Vernick	CA	180.55	59.85	0.00	0.00	59.85	120.70
Wiitala	WA	398.15	59.85	0.00	0.00	59.85	338.30
Buss	OK	200.35	59.85	0.00	0.00	59.85	140.50
Crandall	WA	60.85	59.85	0.00	0.00	59.85	1.00
Hatridge	OK	259.35	59.85	0.00	0.00	59.85	199.50
Watson	GA	259.35	59.85	0.00	0.00	59.85	199.50
Smoot	IN	139.65	59.85	0.00	0.00	59.85	79.80
Evans	GA	80.80	0.00	59.85	0.00	59.85	20.95
Parker	KY	139.65	59.85	0.00	0.00	59.85	79.80
Kelm	MT	169.35	59.85	0.00	0.00	59.85	109.50

Robinson	IL	319.20	59.85	0.00	0.00	59.85	259.35
Schaeffer	PA	60.85	59.85	0.00	0.00	59.85	1.00
Maxey	VA	199.30	59.85	0.00	0.00	59.85	139.45
Boykov	Va	140.65	59.85	0.00	0.00	59.85	80.80
Marino	CT	180.55	59.85	0.00	0.00	59.85	120.70
Keillor	MN	140.65	59.85	0.00	0.00	59.85	80.80
Tucker	MO	120.70	59.85	0.00	0.00	59.85	60.85
Bowyer	TX	220.45	59.85	0.00	0.00	59.85	160.60
Greco	NJ	280.30	59.85	0.00	0.00	59.85	220.45
Serwint	NC	220.45	59.85	0.00	0.00	59.85	160.60
Weber	WI	250.30	59.85	0.00	0.00	59.85	190.45
Paluck	MD	60.85	59.85	0.00	0.00	59.85	1.00
Gucciardo	FL	399.00	59.85	0.00	0.00	59.85	339.15
Hudson	SC	378.20	59.85	0.00	0.00	59.85	318.35
Nakahara	CA	259.35	59.85	0.00	0.00	59.85	199.50
Garvin-Sanchez	VA	319.20	59.85	0.00	0.00	59.85	259.35
Davis/ Risley	FL	200.25	59.85	0.00	0.00	59.85	140.40
Scott	CA	100.75	59.85	0.00	0.00	59.85	40.90
Ferrick	MA	120.60	59.85	0.00	0.00	59.85	60.75
Olson	MN	559.80	59.85	0.00	0.00	59.85	499.95
McManis	WA	120.70	59.85	0.00	0.00	59.85	60.85
Kornfeld	MO	160.60	0.00	59.85	0.00	59.85	100.75
Zwicker	MA	249.15	59.85	0.00	0.00	59.85	189.30
Saade	CT	159.60	59.85	0.00	0.00	59.85	99.75
Daniell	AL	189.50	59.85	0.00	0.00	59.85	129.65
Robison	TX	598.50	59.85	0.00	0.00	59.85	538.65
Lopez	IL	60.85	59.85	0.00	0.00	59.85	1.00
Deo	NY	199.50	59.85	0.00	0.00	59.85	139.65
Hayes	NM	106.85	0.00	59.90	0.00	59.90	46.95
Savage	IL	65.90	59.90	0.00	0.00	59.90	6.00
Macleod	FL	30.95	29.95	29.95	29.95	59.90	1.00
Bond	MA	286.85	36.00	24.00	0.00	60.00	226.85
Keith	AZ	204.00	36.00	24.00	24.00	60.00	168.00
Ivanis	CA	403.75	36.00	24.00	0.00	60.00	343.75
Milojevich	OK	60.70	60.70	0.00	0.00	60.70	0.00
Hong	TX	60.70	60.70	0.00	0.00	60.70	0.00
Crauder	OR	60.70	60.70	0.00	0.00	60.70	0.00
Richings	WA	60.85	40.90	19.95	0.00	60.85	0.00
Robbins	NY	139.65	40.90	19.95	0.00	60.85	78.80
Tallent	MA	60.85	0.00	60.85	0.00	60.85	0.00
Kuwata	CA	60.85	60.85	0.00	0.00	60.85	0.00
Lichterman	CA	60.85	0.00	60.85	0.00	60.85	0.00
Blanco	NY	60.85	60.85	0.00	0.00	60.85	0.00
Barth	OH	158.08	67.32	0.00	0.00	67.32	90.76
Cairo	AZ	123.15	67.32	0.00	0.00	67.32	55.83
Fenton	UT	183.20	68.70	0.00	0.00	68.70	114.50
Jackwicz	NJ	69.65	69.65	0.00	0.00	69.65	0.00
Lee	GA	70.65	69.65	0.00	0.00	69.65	1.00
Dohm	NV	69.65	69.65	0.00	0.00	69.65	0.00

Hughes	PA	100.50	29.85	39.80	0.00	69.65	30.85
Ruh	OH	180.10	69.65	0.00	0.00	69.65	110.45
Brissey	SC	69.65	69.65	0.00	0.00	69.65	0.00
Gray	CO	69.65	69.65	0.00	0.00	69.65	0.00
Holmaas	WA	80.60	69.65	0.00	0.00	69.65	10.95
Killion	NC	69.65	69.65	0.00	0.00	69.65	0.00
Schachel	WI	199.35	29.85	39.80	0.00	69.65	129.70
Calkins	GA	239.80	59.70	9.95	0.00	69.65	170.15
Gallegos	MD	69.65	59.70	9.95	0.00	69.65	0.00
Cantu	AL	129.35	59.70	9.95	0.00	69.65	59.70
Larsen	WA	69.65	69.68	0.00	0.00	69.68	-0.03
Schranz	VA	200.35	69.75	0.00	0.00	69.75	130.60
Schrift	CA	120.95	69.80	0.00	0.00	69.80	51.15
Scamuzzi	CT	70.65	70.65	0.00	0.00	70.65	0.00
Causbie	AR	70.65	70.65	0.00	0.00	70.65	0.00
Pyle	UT	70.65	70.65	0.00	0.00	70.65	0.00
Smith	WA	206.10	78.65	0.00	0.00	78.65	127.45
Fillinger	NV	228.85	59.70	19.90	0.00	79.60	149.25
Szafranski	MN	79.60	79.60	0.00	0.00	79.60	0.00
Barnick	IL	150.25	79.60	0.00	0.00	79.60	70.65
Petrie	AL	79.60	79.60	0.00	0.00	79.60	0.00
Bennett	CA	149.25	79.60	0.00	0.00	79.60	69.65
Hutchens	OR	79.60	79.60	0.00	0.00	79.60	0.00
Lewis	OH	79.60	39.80	39.80	0.00	79.60	0.00
Scott	AL	150.25	79.60	0.00	0.00	79.60	70.65
Mellon	MD	150.25	79.60	0.00	0.00	79.60	70.65
Orth	FL	80.60	49.75	29.85	0.00	79.60	1.00
Brennan	PA	200.50	79.80	0.00	0.00	79.80	120.70
Chopra	IL	300.25	59.85	19.95	0.00	79.80	220.45
Posso	CO	200.50	79.80	0.00	0.00	79.80	120.70
Premont	TX	80.80	79.80	0.00	0.00	79.80	1.00
Bravinder	MN	220.45	79.80	0.00	0.00	79.80	140.65
Callas	CA	240.40	79.80	0.00	0.00	79.80	160.60
Hsu	CA	260.35	79.80	0.00	0.00	79.80	180.55
King	FL	80.80	59.85	19.95	0.00	79.80	1.00
King	OK	379.05	79.80	0.00	0.00	79.80	299.25
Trundle	CO	828.10	79.80	0.00	0.00	79.80	748.30
Perez	IA	408.75	0.00	79.80	0.00	79.80	328.95
Peters	IL	380.05	79.80	0.00	0.00	79.80	300.25
Sagaser	MD	379.05	79.80	0.00	0.00	79.80	299.25
Glamer	PA	79.80	79.80	0.00	0.00	79.80	0.00
Schindler	MN	79.80	79.80	0.00	0.00	79.80	0.00
Nunemaker		80.80	19.95	59.85	0.00	79.80	1.00
Sanders	CO	320.20	79.80	0.00	0.00	79.80	240.40
Ambalavanan	CA	160.60	79.80	0.00	0.00	79.80	80.80
Rysewyk	CA	120.60	59.85	19.95	0.00	79.80	40.80
Combes	IL	210.40	79.80	0.00	0.00	79.80	130.60
Rawlinson	UT	100.75	79.80	0.00	0.00	79.80	20.95
Whorl	MD	538.65	79.80	0.00	0.00	79.80	458.85

Golay	ID	240.40	79.80	0.00	0.00	79.80	160.60
Maracle	NY	79.80	79.80	0.00	0.00	79.80	0.00
Cosmai-Rizzo	NY	279.30	79.80	0.00	0.00	79.80	199.50
Birk	MN	230.25	79.80	0.00	0.00	79.80	150.45
Mongelluzzo	MN	259.15	39.90	39.90	0.00	79.80	179.35
Nylander	DE	418.95	59.85	19.95	0.00	79.80	339.15
Tarcea	WA	60.85	39.90	39.90	0.00	79.80	-18.95
Wright	IL	79.80	79.80	0.00	0.00	79.80	0.00
Tolley	OK	279.30	79.80	0.00	0.00	79.80	199.50
Hendricks	SC	80.80	79.80	0.00	0.00	79.80	1.00
Weeden	AZ	80.80	0.00	79.80	19.95	79.80	20.95
Willeke	OH	339.15	39.90	39.90	19.95	79.80	279.30
Roberts	MA	339.15	79.80	0.00	0.00	79.80	259.35
Rosene	IL	139.65	59.85	19.95	0.00	79.80	59.85
Goodwin	CA	240.40	79.80	0.00	0.00	79.80	160.60
Sang	FL	340.15	79.80	0.00	0.00	79.80	260.35
Heiney	IN	269.10	79.80	0.00	0.00	79.80	189.30
Weigel	AZ	517.85	79.80	0.00	0.00	79.80	438.05
Schultz	MN	120.60	79.80	0.00	0.00	79.80	40.80
England	CA	279.15	79.80	0.00	0.00	79.80	199.35
Thompson	NJ	299.75	79.80	0.00	0.00	79.80	219.95
Cunard	SD	129.45	79.80	0.00	0.00	79.80	49.65
Alderton	MI	120.65	79.80	0.00	0.00	79.80	40.85
Bauer	ID	379.05	79.80	0.00	0.00	79.80	299.25
McLaughlin	WA	79.80	59.85	19.95	0.00	79.80	0.00
Balson	PA	240.40	59.85	19.95	0.00	79.80	160.60
Harris	IL	139.65	59.85	19.95	0.00	79.80	59.85
Hober	PA	99.75	79.80	0.00	0.00	79.80	19.95
Brennan	PA	199.50	79.80	0.00	0.00	79.80	119.70
Melton	SC	40.90	39.90	39.90	0.00	79.80	-38.90
Lee	NY	538.65	79.80	0.00	0.00	79.80	458.85
Jakobs	VA	219.45	59.85	19.95	0.00	79.80	139.65
Blair	PA	100.75	79.80	0.00	0.00	79.80	20.95
Na	TX	358.25	79.80	0.00	0.00	79.80	278.45
Orr	MA	80.80	80.80	0.00	0.00	80.80	0.00
Hill	WA	60.85	40.90	39.90	19.95	80.80	0.00
Smith	CA	80.80	80.80	0.00	0.00	80.80	0.00
Gresham	CA	60.85	19.95	60.85	0.00	80.80	-19.95
Tarakci	WA	80.80		80.80	0.00	80.80	0.00
Ricketts	FL	90.55	39.80	49.75	0.00	89.55	1.00
Turner	CT	89.88	89.55	0.00	0.00	89.55	0.33
Lamele	NJ	89.55	89.55	0.00	0.00	89.55	0.00
Rufener	OH	89.55	0.00	89.55	39.80	89.55	39.80
Kincaid	WV	89.55	89.55	0.00	0.00	89.55	0.00
Geiersbach	MI	190.05	59.70	29.85	0.00	89.55	100.50
Strouse	NY	190.05	59.70	29.85	0.00	89.55	100.50
Paz	NY	120.40	59.70	29.85	0.00	89.55	30.85
Wilson	CA	210.30	89.70	0.00	0.00	89.70	120.60
Szafranski	IL	180.40	89.75	0.00	0.00	89.75	90.65

Romano	SC	269.42	0.00	89.85	89.85	89.85	269.42
Thorkildsen	NH	90.55	90.55	0.00	0.00	90.55	0.00
Ericson	TX	90.55	90.55	0.00	0.00	90.55	0.00
Worthy	FL	90.55	90.55	0.00	0.00	90.55	0.00
Ahigian	NC	90.55	90.55	0.00	0.00	90.55	0.00
Gutenplan	NY	90.55	90.55	0.00	0.00	90.55	0.00
Pearce	OK	90.55	30.85	59.70	0.00	90.55	0.00
Boucher	DE	170.15	99.50	0.00	0.00	99.50	70.65
Hasegawa	HI	100.50	99.50	0.00	0.00	99.50	1.00
Vowel	TX	139.30	59.70	39.80	0.00	99.50	39.80
Poe	TN	259.70	99.50	0.00	0.00	99.50	160.20
Detwiler	PA	342.26	99.50	0.00	0.00	99.50	242.76
Gualtieri	PA	170.15	99.50	0.00	0.00	99.50	70.65
Share	GA	130.35	59.70	39.80	0.00	99.50	30.85
Kittson	GA	339.85	59.80	39.85	0.00	99.65	240.20
Raimer	GA	418.95	79.80	19.90	0.00	99.70	319.25
Kollmer	GA	99.75	0.00	99.75	0.00	99.75	0.00
Bacote	CT	220.45	99.75	0.00	0.00	99.75	120.70
Grinage	NY	339.22	59.85	39.90	19.95	99.75	259.42
Uddin	MI	200.50	99.75	0.00	0.00	99.75	100.75
Carter	AL	359.10	99.75	0.00	0.00	99.75	259.35
Desylva	CA	439.90	99.75	0.00	0.00	99.75	340.15
Tumati	MO	120.70	59.85	39.90	19.95	99.75	40.90
Kollmer	GA	100.75	0.00	99.75	39.90	99.75	40.90
Serafy	OH	260.35	99.75	0.00	0.00	99.75	160.60
Holt	TN	210.35	99.75	0.00	0.00	99.75	110.60
Trimberger	WI	518.70	99.75	0.00	0.00	99.75	418.95
Axsom	LA	340.15	79.80	19.95	0.00	99.75	240.40
Winter	TX	260.25	39.90	59.85	0.00	99.75	160.50
Wulfestieg	WA	365.20	99.75	0.00	0.00	99.75	265.45
Bolles	NY	160.60	0.00	99.75	0.00	99.75	60.85
Gibbs	MI	748.54	59.85	39.90	0.00	99.75	648.79
Sanderlin	NY	648.73	79.80	19.95	19.95	99.75	568.93
Berger	CT	60.85	39.90	59.85	0.00	99.75	-38.90
Beaty	IL	80.80	59.85	39.90	0.00	99.75	-18.95
Lefelt	NJ	498.75	99.75	0.00	0.00	99.75	399.00
Turner	OH	100.75	99.75	0.00	0.00	99.75	1.00
Bangle	OR	100.50	100.50	0.00	0.00	100.50	0.00
Scanlan	WI	100.50	100.50	0.00	0.00	100.50	0.00
Schlegel	AZ	100.50	100.50	0.00	0.00	100.50	0.00
Cheuk	LA	100.50	100.50	0.00	0.00	100.50	0.00
Shahab	CA	100.75	100.75	0.00	0.00	100.75	0.00
Stewart	GA	100.75	1.00	99.75	0.00	100.75	0.00
Adams	OH	216.00	36.00	72.00	0.00	108.00	108.00
Adams	OH	216.00	72.00	36.00	0.00	108.00	108.00
Adler	GA	288.55	59.70	49.75	0.00	109.45	179.10
Shapiro	CO	109.45	109.45	0.00	0.00	109.45	0.00
Thornal	TX	110.45	109.45	0.00	0.00	109.45	1.00
Nagvajara	PA	200.00	109.45	0.00	0.00	109.45	90.55

Stratton	OR	102.65	39.85	69.80	0.00	109.65	-7.00
Bavarian	TX	110.45	110.45	0.00	0.00	110.45	0.00
Simmons	MI	110.45	110.45	0.00	0.00	110.45	0.00
Watts	TX	110.45	110.45	0.00	0.00	110.45	0.00
Roberts	OR	60.25	59.25	59.25	0.00	118.50	-58.25
Miller	CO	738.15	118.70	0.00	0.00	118.70	619.45
Weyeneth	CO	119.40	119.40	0.00	0.00	119.40	0.00
Shank	WA	119.40	119.40	0.00	0.00	119.40	0.00
Lane	CA	140.30	119.40	0.00	0.00	119.40	20.90
Malle	WA	329.35	119.40	0.00	0.00	119.40	209.95
Crawford	MO	119.40	119.40	0.00	0.00	119.40	0.00
Shank	WA	119.40	119.40	0.00	0.00	119.40	0.00
Kimble	WA	409.65	119.60	0.00	0.00	119.60	290.05
Thompson	UT	140.65	79.80	39.90	0.00	119.70	20.95
Lenzi	KY	80.80	79.80	39.90	0.00	119.70	-38.90
Nolan	MN	350.00	119.70	0.00	0.00	119.70	230.30
Harkness	WA	300.25	0.00	119.70	0.00	119.70	180.55
Ciancio	NY	618.45	119.70	0.00	0.00	119.70	498.75
Handt	MN	200.50	119.70	0.00	0.00	119.70	80.80
Holiday	KY	528.45	119.70	0.00	0.00	119.70	408.75
Khalsa	NM	239.40	119.70	0.00	0.00	119.70	119.70
Lanham	CO	449.85	119.70	0.00	0.00	119.70	330.15
Leechford	NC	598.50	119.70	0.00	0.00	119.70	478.80
Olin	OH	260.35	119.70	0.00	0.00	119.70	140.65
Parks	WI	200.50	119.70	0.00	0.00	119.70	80.80
Stanford	NY	330.15	119.70	0.00	0.00	119.70	210.45
Wang	CA	60.85	59.85	59.85	59.85	119.70	1.00
Pena	TX	180.55	119.70	0.00	0.00	119.70	60.85
Cohen	IL	418.95	119.70	0.00	0.00	119.70	299.25
Lillard	OR	100.75	99.75	19.95	0.00	119.70	-18.95
Hum	MD	180.55	59.85	59.85	0.00	119.70	60.85
Charles	WI	688.45	99.75	19.95	0.00	119.70	568.75
Fortney	VA	319.00	119.70	0.00	0.00	119.70	199.30
Morse	NY	120.70	99.75	19.95	0.00	119.70	1.00
Burton	VA	100.75	59.85	59.85	59.85	119.70	40.90
Hodges	GA	319.20	119.70	0.00	0.00	119.70	199.50
Van Bialon	MN	320.20	119.70	0.00	0.00	119.70	200.50
Matthyssen	TX	428.65	119.70	0.00	0.00	119.70	308.95
Porta	IL	180.55	59.85	59.85	0.00	119.70	60.85
Cuffaro	FL	340.15	119.70	0.00	0.00	119.70	220.45
Naimoli	NJ	120.40	120.40	0.00	0.00	120.40	0.00
Murphy	KY	120.70	120.70	0.00	0.00	120.70	0.00
Porvanik	HI	120.70	120.70	0.00	0.00	120.70	0.00
McKay	CA	93.85	29.95	91.85	0.00	121.80	-27.95
Christy	IA	129.35	129.35	0.00	0.00	129.35	0.00
Dunlap	PA	130.35	130.35	0.00	0.00	130.35	0.00
Hill	OR	189.47	67.32	67.32	0.00	134.64	54.83
Wert	PA	529.35	139.30	0.00	0.00	139.30	390.05
Albracht	KS	139.30	139.30	0.00	0.00	139.30	0.00

Klein	CA	129.35	49.75	89.55	0.00	139.30	-9.95
Hutchings	OR	139.30	139.30	0.00	0.00	139.30	0.00
Kraus	WA	518.70	79.80	59.85	0.00	139.65	379.05
McCusker	CT	608.98	59.85	79.80	0.00	139.65	469.33
Justus	TX	100.75	39.90	99.75	0.00	139.65	-38.90
Monzon	CO	438.90	119.70	19.95	0.00	139.65	299.25
Milliken	NY	139.65	139.65	0.00	0.00	139.65	0.00
Kypreos	DE	139.65	139.65	0.00	0.00	139.65	0.00
Duck	IL	179.55	59.85	79.80	0.00	139.65	39.90
Jones	TX	139.65	139.65	0.00	0.00	139.65	0.00
Strausbaugh	PA	80.80	59.85	79.80	0.00	139.65	-58.85
Marx	PA	100.75	39.90	99.75	0.00	139.65	-38.90
Young	ID	140.30	140.30	0.00	0.00	140.30	0.00
Durkin	IL	140.30	140.30	0.00	0.00	140.30	0.00
Pratt	CA	140.30	140.30	0.00	0.00	140.30	0.00
Rubenstein	GA	140.55	140.55	0.00	0.00	140.55	0.00
Layne	TX	140.55	140.55	0.00	0.00	140.55	0.00
Schmille	NM	140.65	80.80	59.85	0.00	140.65	0.00
Behnke	CA	140.65	140.65	0.00	0.00	140.65	0.00
Eastland	OR	140.65	140.65	0.00	0.00	140.65	0.00
Evans	NY	149.25	149.25	0.00	0.00	149.25	0.00
Strebel	IL	300.00	149.50	0.00	0.00	149.50	150.50
O'Brien	VA	150.25	150.25	0.00	0.00	150.25	0.00
Bobko	NJ	150.25	150.25	0.00	0.00	150.25	0.00
Deloach	NC	150.25	150.25	0.00	0.00	150.25	0.00
Opperman	IN	150.25	130.35	19.90	0.00	150.25	0.00
Hickman	FL	150.25	150.25	0.00	0.00	150.25	0.00
Shir	MN	150.25	150.25	0.00	0.00	150.25	0.00
Janda	MA	150.25	150.25	0.00	0.00	150.25	0.00
Walker	TX	150.25	150.25	0.00	0.00	150.25	0.00
Cobbett	CA	159.20	159.20	0.00	0.00	159.20	0.00
Patch	CA	159.20	159.20	0.00	0.00	159.20	0.00
Hughes	WI	159.20	159.20	0.00	0.00	159.20	0.00
Kettell	MD	159.20	159.20	0.00	0.00	159.20	0.00
Horne	WA	159.60	159.60	0.00	0.00	159.60	0.00
Alanis	NY	160.60	139.65	19.95	0.00	159.60	1.00
Lefelt	NJ	977.55	159.60	0.00	0.00	159.60	817.95
Mills	CA	160.60	79.80	79.80	0.00	159.60	1.00
Evans	IA	498.75	59.85	99.75	39.90	159.60	379.05
Biron	NH	159.60	159.60	0.00	0.00	159.60	0.00
Huber	CA	200.50	79.80	79.80	0.00	159.60	40.90
Wyrick	TX	160.20	160.20	0.00	0.00	160.20	0.00
DeLong	WA	160.20	160.20	0.00	0.00	160.20	0.00
Prasad	MI	160.55	59.85	100.70	0.00	160.55	0.00
Mazza	ID	160.60	160.60	0.00	0.00	160.60	0.00
Deyoung	OH	169.15	169.15	0.00	0.00	169.15	0.00
Faris	CO	170.45	59.80	109.65	0.00	169.45	1.00
Burton	VA	170.15	170.15	0.00	0.00	170.15	0.00
Underwood	TX	170.15	170.15	0.00	0.00	170.15	0.00

Colleran	NY	170.15	170.15	0.00	0.00	170.15	0.00
Silver	NC	170.55	170.55	0.00	0.00	170.55	0.00
SanClemente	MA	140.65	79.80	99.75	0.00	179.55	-38.90
Tucker	NC	180.55	59.85	119.70	0.00	179.55	1.00
Paoletti	OH	320.20	99.75	79.80	0.00	179.55	140.65
Barber	CA	299.25	59.85	119.70	0.00	179.55	119.70
Kurzweil	FL	200.50	119.70	59.85	0.00	179.55	20.95
Mistry	NC	160.60	59.85	119.70	19.95	179.55	1.00
McColl	CA	613.56	79.80	99.75	99.75	179.55	533.76
Goodman	MA	119.70	99.75	79.80	0.00	179.55	-59.85
Paoltti	OH	320.20	99.75	79.80	0.00	179.55	140.65
Giraldo	IL	180.00	180.00	0.00	0.00	180.00	0.00
Morongell	MA	180.10	180.10	0.00	0.00	180.10	0.00
Natale	IL	179.55	120.70	59.85	0.00	180.55	-1.00
Stanton	CA	180.55	180.55	0.00	0.00	180.55	0.00
Voorhees	CA	180.55	140.65	39.90	19.95	180.55	19.95
Salaman	NY	160.60	59.85	120.70	0.00	180.55	-19.95
Emmert	TX	189.05	189.05	0.00	0.00	189.05	0.00
Tokman	CA	100.00	100.00	90.00	90.00	190.00	0.00
Carpenter	OH	1,098.38	191.70	0.00	0.00	191.70	906.68
Carpenter	OH	1,098.38	191.70	0.00	0.00	191.70	906.68
Vouakouanitou	CA	676.00	196.00	0.00	0.00	196.00	480.00
Munson	CA	199.00	199.00	0.00	0.00	199.00	0.00
Fu	NY	140.65	59.85	139.65	0.00	199.50	-58.85
Rosofsky	FL	199.50	179.55	19.95	0.00	199.50	0.00
Leavitt	MN	199.50	199.50	0.00	0.00	199.50	0.00
Petrucha	CA	179.55	19.95	179.55	0.00	199.50	-19.95
Koller	MN	259.35	99.75	99.75	0.00	199.50	59.85
Hutchinson	NJ	300.25	0.00	199.50	0.00	199.50	100.75
Bortner	OR	200.35	200.35	0.00	0.00	200.35	0.00
Williams	NY	200.50	200.50	0.00	0.00	200.50	0.00
John	OK	208.95	208.95	0.00	0.00	208.95	0.00
Abramczyk	NY	209.25	209.25	0.00	0.00	209.25	0.00
Murray	FL	209.25	209.25	0.00	0.00	209.25	0.00
Minton	IN	209.30	209.30	0.00	0.00	209.30	0.00
Webber	MI	219.30	219.30	0.00	0.00	219.30	0.00
Rozenberg	NJ	219.45	219.45	0.00	0.00	219.45	0.00
Bodine	PA	219.45	219.45	0.00	0.00	219.45	0.00
Sather	OR	230.25	230.25	0.00	0.00	230.25	0.00
Hobbs	VA	238.80	238.80	0.00	0.00	238.80	0.00
Weiser	NY	238.80	238.80	0.00	0.00	238.80	0.00
McNamara	FL	238.80	238.80	0.00	0.00	238.80	0.00
Mahn	TN	239.40	239.40	0.00	0.00	239.40	0.00
Wikman	TN	419.95	0.00	239.40	0.00	239.40	180.55
Ochs	IL	249.00	249.00	0.00	0.00	249.00	0.00
Gaddie	KS	259.35	219.45	39.90	39.90	259.35	39.90
Goss	VT	320.20	39.90	219.45	0.00	259.35	60.85
Fitzsimmons	NM	260.35	120.70	139.65	0.00	260.35	0.00
Fitzsimmons	NM	260.35	120.70	139.65	0.00	260.35	0.00

Nixon	RI	268.65	268.65	0.00	0.00	268.65	0.00
Nixon	RI	268.65	268.65	0.00	0.00	268.65	0.00
Rupli	MD	269.65	269.65	0.00	0.00	269.65	0.00
Ramaekers	CA	140.65	139.65	139.65	0.00	279.30	-138.65
Burke/ Payne	MA	279.30	279.30	0.00	0.00	279.30	0.00
Behnke	CA	279.30	279.30	0.00	0.00	279.30	0.00
Dole	WA	279.30	279.30	0.00	0.00	279.30	0.00
Nadeau	NC	280.30	120.70	159.60	0.00	280.30	0.00
Van Noy	OR	289.55	289.55	0.00	0.00	289.55	0.00
Jones	DE	259.35	259.35	39.90	0.00	299.25	-39.90
Kornblau	CA	299.25	299.25	0.00	0.00	299.25	0.00
Dansy	VT	299.25	299.25	0.00	0.00	299.25	0.00
Walsh	SC	380.05	99.75	199.50	0.00	299.25	80.80
Cherry	TN	308.75	308.75	0.00	0.00	308.75	0.00
Isenberg	RI	318.40	318.40	0.00	0.00	318.40	0.00
Dame	MA	319.20	319.20	0.00	0.00	319.20	0.00
Jernigan	TX	319.95	319.95	0.00	0.00	319.95	0.00
Jacobsen	ID	320.20	320.20	0.00	0.00	320.20	0.00
Grube	PA	349.10	349.10	0.00	0.00	349.10	0.00
Ryan	SC	353.25	353.25	0.00	0.00	353.25	0.00
Brush	CO	359.10	239.40	119.70	0.00	359.10	0.00
Choi	MD	479.80	199.50	159.60	0.00	359.10	120.70
Hebert	TX	359.10	359.10	0.00	0.00	359.10	0.00
Robertson	TN	379.05	379.05	0.00	0.00	379.05	0.00
Hill	GA	379.05	379.05	0.00	0.00	379.05	0.00
Wyrsh	CA	382.85	382.85	0.00	0.00	382.85	0.00
Auell	PA	385.15	383.15	0.00	0.00	383.15	2.00
Harris	AZ	384.55	384.55	0.00	0.00	384.55	0.00
Sankary	FL	391.81	391.81	0.00	0.00	391.81	0.00
Demes	FL	458.85	458.85	0.00	0.00	458.85	0.00
Hall	VA	459.85	459.85	0.00	0.00	459.85	0.00
Griffith	NY	478.80	478.80	0.00	0.00	478.80	0.00
Kelley	PA	498.50	498.50	0.00	0.00	498.50	0.00
White	KY	500.65	500.65	0.00	0.00	500.65	0.00
Abrazzi	NY	518.70	518.70	0.00	0.00	518.70	0.00
Bell	IL	539.35	539.35	0.00	0.00	539.35	0.00
Raines	CA	552.75	289.25	349.10	0.00	638.35	-85.60
Humphreys	CT	658.35	658.35	0.00	0.00	658.35	0.00
Diamond	FL	682.40	682.40	0.00	0.00	682.40	0.00
Siddall	PA	718.20	718.20	0.00	0.00	718.20	0.00
Vissing	OH	867.87	867.87	0.00	0.00	867.87	0.00
Calder	MI	N/A	N/A	N/A	N/A	0.00	0.00
Caudle	TX	N/A	N/A	N/A	N/A	0.00	0.00
Cross	FL	N/A	N/A	N/A	N/A	0.00	0.00
Davidson	AZ	N/A	N/A	N/A	N/A	0.00	0.00
Deisher	IL	N/A	N/A	N/A	N/A	0.00	0.00
Dorsey		N/A	N/A	N/A	N/A	0.00	0.00
Fragale	CA	N/A	N/A	N/A	N/A	0.00	0.00
Guy	MS	N/A	N/A	N/A	N/A	0.00	0.00

Heckman	NE	N/A	N/A	N/A	N/A	0.00	0.00
Hoffman	TX	N/A	N/A	N/A	N/A	0.00	0.00
Lacey	VA	N/A	N/A	N/A	N/A	0.00	0.00
Light	CO	N/A	N/A	N/A	N/A	0.00	0.00
Littlefield	CO	N/A	N/A	N/A	N/A	0.00	0.00
Pacheco	NY	N/A	N/A	N/A	N/A	0.00	0.00
Simon	TX	N/A	N/A	N/A	N/A	0.00	0.00
Goldstein	CA	N/A	N/A	N/A	N/A	0.00	0.00
Tucker	GA	N/A	N/A	N/A	N/A	0.00	0.00
Volk	CA	N/A	N/A	N/A	N/A	0.00	0.00
Whealen	CA	N/A	N/A	N/A	N/A	0.00	0.00
Wigchers	FL	N/A	N/A	N/A	N/A	0.00	0.00
Timmons	IN	N/A	N/A	N/A	N/A	0.00	0.00
Ohlemacher	OH	N/A	N/A	N/A	N/A	0.00	0.00
Carter	N/A	N/A	N/A	N/A	N/A	0.00	0.00
Creedon	OH	N/A	N/A	N/A	N/A	0.00	0.00
Van Buren	MN	N/A	N/A	N/A	N/A	0.00	0.00
Vida	NV	N/A	N/A	N/A	N/A	0.00	0.00
Wood	VA	N/A	N/A	N/A	N/A	0.00	0.00
Abramson	AZ	N/A	N/A	N/A	N/A	0.00	0.00
Masi	FL	N/A	N/A	N/A	N/A	0.00	0.00
Zhu	AL	N/A	N/A	N/A	N/A	0.00	0.00
Legg	VA	N/A	N/A	N/A	N/A	0.00	0.00
Mitchell	FL	N/A	N/A	N/A	N/A	0.00	0.00
Pelky	FL	N/A	N/A	N/A	N/A	0.00	0.00
Weber	IL	N/A	N/A	N/A	N/A	0.00	0.00
Bejnarowicz	MI	N/A	N/A	N/A	N/A	0.00	0.00
Behenna	NM	N/A	N/A	N/A	N/A	0.00	0.00
Trotter	TX	N/A	N/A	N/A	N/A	0.00	0.00
Rayfield	VT	N/A	N/A	N/A	N/A	0.00	0.00
Graham	AZ	N/A	N/A	N/A	N/A	0.00	0.00
King	MA	n/a	n/a	N/A	n/a	0.00	0.00
Anderson	GA	n/a	n/a	N/A	n/a	0.00	0.00
Leverett	GA	n/a	n/a	N/A	n/a	0.00	0.00
Bently	NY	n/a	n/a	N/A	n/a	0.00	0.00
		166,626.49	69,495.89	10,519.90	872.05	87,482.75	

EXHIBIT F

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

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

CASE NO.

**Plaintiff,
vs.**

**SMART SAVINGS CENTER, LLC, RSOP HOLDINGS LLC,
RSOP HOLDINGS DELAWARE LLC, XACTI LLC,
XACTI GLOBAL, LLC,
REBATEGIANT.COM, LLC,
DISCOUNT MOVIE SALE LLC,
DISCOUNTPOSTERSALE.COM, LLC,
DISCOUNT BOOK SALE, LLC,
BESTBRANDVALUES.COM, LLC,
SMARTSAVINGSCENTER.COM LLC,
HOTBOOKSALE.COM LLC,
HOTMOVIESALE.COM LLC,
BEST BUYER DISCOUNTS, LLC,
ROYALARCADE.COM, LLC,
and NUVACEUTICAL, LLC,**

Defendants.

JOINT STIPULATION FOR DISMISSAL UPON SETTLEMENT

Plaintiff, Office of the Attorney General, Department of Legal Affairs, State of Florida (“Plaintiff”) and the above-named Defendants (collectively, “Defendants”), by and through their respective undersigned attorneys, hereby stipulate to and agree that between them they have reached a settlement resolving all claims at issue in this case and that all claims for relief alleged herein by Plaintiff against Defendants, and by Defendants against Plaintiff, shall be dismissed with prejudice.



The Parties request that the Court retain jurisdiction to enforce the terms of the Stipulated Settlement Agreement between the Settlement Parties as defined therein and condition this Joint Stipulation on the Court's entry of an Order retaining jurisdiction to enforce the terms of the Settlement Agreement against all parties who executed the Settlement Agreement.

Respectfully Submitted,

PAMELA JO BONDI
ATTORNEY GENERAL

DEFENDANTS

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Attorney for Defendants

EXHIBIT G

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

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

CASE NO.

Plaintiff,
vs.

**SMART SAVINGS CENTER, LLC, RSOP HOLDINGS LLC,
RSOP HOLDINGS DELAWARE LLC, XACTI LLC,
XACTI GLOBAL, LLC,
REBATEGIANT.COM, LLC,
DISCOUNT MOVIE SALE LLC,
DISCOUNTPOSTERSALE.COM, LLC,
DISCOUNT BOOK SALE, LLC,
BESTBRANDVALUES.COM, LLC,
SMARTSAVINGSCENTER.COM LLC,
HOTBOOKSALE.COM LLC,
HOTMOVIESALE.COM LLC,
BEST BUYER DISCOUNTS, LLC,
ROYALARCADE.COM, LLC,
and NUVACEUTICAL, LLC,**

Defendants.

ORDER APPROVING JOINT STIPULATION FOR DISMISSAL UPON SETTLEMENT

THIS CAUSE having come for the Court's consideration on the Parties' Joint Stipulation for Dismissal Upon Settlement, the Court having been advised of the Parties' agreement and having considered the submissions by the Parties, it is hereby **ORDERED and ADJUDGED**:

1. The Joint Stipulation for Dismissal Upon Settlement is hereby **APPROVED**.
2. The Court is advised that the Plaintiff and Defendants have amicably resolved the dispute and entered into a Stipulated Settlement Agreement, which has been presented to and reviewed by the Court and is hereby adopted and approved by this Court.



3. This case is hereby dismissed, with the Court retaining jurisdiction to enforce, construe, interpret and otherwise ensure compliance with the terms of the Settlement Agreement against all parties who executed the Settlement Agreement.

DONE and ORDERED in West Palm Beach, Palm Beach County, Florida this ____ day of _____ 2013.

Circuit Court Judge

cc: Counsel of Record