

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

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

PLAINTIFF,

CASE NO.: CACE-15-021407(14)

v.

**LIBERTY UNSECURED INC., d/b/a
Improvecredit.me, d/b/a Unsecured Loan Capital, a
Florida corporation; UNSECURED LOAN
SOURCE II, INC., d/b/a Unsecured Loan Capital,
a Florida corporation; FIRST SOLUTIONS, INC.,
d/b/a Credit One, d/b/a Unsecured Loan Capital, a
Florida corporation; ANDREW MANGINI, an
individual; and MICHAEL PUGLISI, an
individual; and DAVID ALAN STERN,**

DEFENDANTS.

**CONSENT FINAL JUDGMENT AND ORDER FOR PERMANENT INJUNCTION AGAINST
DEFENDANTS MICHAEL PUGLISI AND UNSECURED LOAN SOURCE II, INC.**

The **OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS**(“**ATTORNEY GENERAL**” or
“**DEPARTMENT**”), and Defendant **MICHAEL PUGLISI** (“**CONSENT DEFENDANT
PUGLISI**”) and Defendant **UNSECURED LOAN SOURCE II, INC.**, (collectively,
“**CONSENT DEFENDANTS**”), have agreed to and consent to the entry of this Consent Final
Judgment and Permanent Injunction (“**JUDGMENT**” or “**CONSENT FINAL JUDGMENT**”)
and the findings set forth below. This Court, having reviewed the file and necessary papers does
hereby **ORDER** and **ADJUDGE**:

Final judgment is hereby entered on the causes of action in this matter asserted under the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") in favor of the Office of the **ATTORNEY GENERAL**, Department of Legal Affairs, State of Florida, 110 SE 6th Street, Fort Lauderdale, Florida 33301 and against **CONSENT DEFENDANTS MICHAEL PUGLISI AND UNSECURED LOAN SOURCE II, INC.**, 8849 NW 57th Court Coral Springs, Florida 33067, Broward County, Florida, as follows:

I. FINDINGS

Procedural Background

1. On December 15, 2015, the **ATTORNEY GENERAL** filed its Complaint against the Defendants¹ in this matter, alleging that the Defendants' acts and practices in connection with their unsecured loan service business constituted direct violations of FDUTPA and *per se* FDUTPA violations.

2. The complaint arose from an investigation wherein the **ATTORNEY GENERAL**, an agency of the state and the enforcing authority under FDUTPA, determined that an enforcement action served the public interest. The **ATTORNEY GENERAL** had full authority to bring this action.

3. On January 4, 2016, this Court entered a Temporary Injunction Relief and Asset Freeze Without Notice Order ("Order"), which enjoined the Defendants, *inter alia*, from

¹ **DEFENDANTS LIBERTY UNSECURED INC.**, d/b/a Improvecredit.me, d/b/a Unsecured Loan Capital, **UNSECURED LOAN SOURCE II, INC.**, d/b/a Unsecured Loan Capital, **FIRST SOLUTIONS, INC.**, d/b/a Credit One, d/b/a Unsecured Loan Capital, **ANDREW MANGINI**, **MICHAEL PUGLISI**, and **DAVID ALAN STERN**.

marketing, selling, or otherwise engaging in loan services. Moreover, the Order prohibits the Defendants from violating FDUTPA and the Florida Credit Services Organization Act, Section 817.704, Florida Statutes.

Jurisdiction and Venue

4. Only for the purpose of this action, the **CONSENT DEFENDANTS** admit the facts necessary to establish this Court's jurisdiction over the parties and the subject matter of this action pursuant to the provisions of FDUTPA.

5. The **CONSENT DEFENDANTS**, at all material times, solicited consumers within the definitions of Section 501.203(7), Florida Statutes.

6. The **CONSENT DEFENDANTS**, at all material times, provided goods or services as defined within Section 501.203(8), Florida Statutes, within the State of Florida and Broward County.

7. The **CONSENT DEFENDANTS**, at all material times, were engaged in trade or commerce within the definition of Section 501.203(8), Florida Statutes.

8. **CONSENT DEFENDANT PUGLISI** is an individual residing in Coral Springs, Broward County, Florida, is not in the military and is otherwise *sui juris*.

9. **CONSENT DEFENDANT UNSECURED LOAN SOURCE II, INC.**, which was registered in Florida, transacted business in Broward County and throughout the State of Florida.

10. The **ATTORNEY GENERAL** alleges that since at least 2013, **CONSENT DEFENDANT PUGLISI** had actual or constructive knowledge of, directly participated in,

controlled and had authority to control the acts and practices alleged in the Complaint filed in this case.

11. The **ATTORNEY GENERAL** alleges that consumers in the State of Florida were actually injured by **CONSENT DEFENDANTS'** unfair and deceptive practices.

Scope of Consent Final Judgment and Releases

12. The **ATTORNEY GENERAL** acknowledges by execution hereof that this Consent Final Judgment constitutes a complete settlement and release of all of the **ATTORNEY GENERAL's** claims against the **CONSENT DEFENDANTS**, which claims were asserted in the Complaint filed in this case. The **ATTORNEY GENERAL** agrees that it shall not proceed with or institute any civil action or proceeding against **CONSENT DEFENDANTS** which is inconsistent with the provisions of this Consent Final Judgment.

13. This Consent Final Judgment shall not be construed as, nor deemed to be evidence of, an admission or concession on the part of **CONSENT DEFENDANTS** of any liability, guilt, or wrongdoing, which is hereby expressly denied and disclaimed by **CONSENT DEFENDANTS**.

14. Nothing herein constitutes approval by the **ATTORNEY GENERAL** of any person or corporation's past or future business practices. **CONSENT DEFENDANTS** shall not make any representation contrary to this paragraph.

15. 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 **CONSENT DEFENDANTS**. Similarly, nothing contained herein shall waive the right of the **CONSENT DEFENDANTS** to assert any lawful defenses in response to a claim of a consumer.

16. Notwithstanding any other provision of this Consent Final Judgment, nothing herein shall be construed to impair, compromise or affect any right of any government agency other than the **ATTORNEY GENERAL**.

17. Notwithstanding the foregoing, the **ATTORNEY GENERAL** may institute an action or proceeding to enforce the terms and provisions of this Consent Final Judgment or to take action based on future conduct by the **CONSENT DEFENDANTS**. The fact that such conduct was not expressly prohibited by the terms of this Consent Final Judgment shall not be a defense to any such enforcement action.

18. Nothing herein relieves the **CONSENT DEFENDANTS** of their continuing duty to comply with applicable laws of the State of Florida nor constitutes authorization by the **ATTORNEY GENERAL** for the **CONSENT DEFENDANTS** to engage in acts and practices prohibited by such laws. This Consent Final Judgment shall be governed by laws of the State of Florida.

19. **CONSENT DEFENDANT PUGLISI** expressly acknowledges that he has obtained the advice and counsel of an independent attorney of his choosing to assist in the negotiation and preparation of this Judgment. **CONSENT DEFENDANT PUGLISI** has read this Judgment, is aware of its terms, has voluntarily executed it, and acknowledges that to the extent he has waived any rights or defenses by entry into this Judgment; such waiver was made voluntarily and with full knowledge of the ramifications of such waiver. Further, **CONSENT DEFENDANT PUGLISI** acknowledges that this Consent Final Judgment constitutes the entire agreement between the **CONSENT DEFENDANTS** and the State of Florida in this matter.

20. **CONSENT DEFENDANT PUGLISI** states that no promises of any kind or nature whatsoever, other than the written terms of this Consent Final Judgment, were made to induce the **CONSENT DEFENDANTS** into entering into this Consent Final Judgment.

II. ORDER

A. INJUNCTIVE TERMS

21. The purpose of FDUTPA is to “protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Section 501.202(2), Fla. Stat. To that end, “reasonable restrictions upon the future activities of any defendant to impede her or him [sic] from engaging in or establishing the same type of endeavor” are permitted by the Act, and courts may “order any defendant to divest herself or himself of any interest in any enterprise.” Section 501.207(3), Florida Statutes. Prohibiting business activities is constitutional when the limitation is rationally related to the State’s objective of preventing deceptive practices. *Fraternal Order of Police v. Dept. of State*, 392 So. 2d 1296, 1302 (Fla. 1980). As such, a permanent injunction is appropriate.

i. Permanent Ban on Loan and Credit Services

22. The Court hereby ORDERS that **CONSENT DEFENDANTS**, and any persons in active concert or participation with them, whether acting directly or indirectly, shall be and are hereby permanently ENJOINED from:

- A. Advertising, marketing, promoting, or offering for sale any service or good related to loan services or any activity that is defined/identified as a credit service organization service in Paragraph 817.7001(2)(a), Florida Statutes;
- B. Selling, disseminating, engaging in, providing, or rendering any service or good related to loan services or any activity that is defined/identified as a credit service organization service in Paragraph 817.7001(2)(a), Florida Statutes;
- C. Training, educating or advising any other person or entity, regarding the solicitation, sale and/or dissemination of any service or good related to loan services or any activity that is defined/identified as a credit service organization service in Paragraph 817.7001(2)(a), Florida Statutes; and
- D. Owning, controlling/having the authority to control, participating in, assisting, or receiving any benefit, either directly or indirectly, from the acts and practices of any business, organization, entity, or individual that provides a service or good related to loan services or any activity that is defined/identified as a credit service organization service in Paragraph 817.7001(2)(a), Florida Statutes.

ii. Additional Prohibited Business Activities

23. The Court further ORDERS that the **CONSENT DEFENDANTS**, whether acting directly or through any person, trust, corporation, subsidiary, division, or other device, in

connection with the advertising, marketing, promoting, offering for sale, sale, or rendering of any good, service, plan, or program are hereby **RESTRAINED** and **ENJOINED** from:

- a. Making any false or misleading representations, or false or deceptive statements, in any communications with or directed to consumers;
- b. Using, transferring or benefitting in any matter from customer information in all forms in their possession, custody, or control, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), of any person which was obtained by any **CONSENT DEFENDANTS** prior to entry of this Consent Judgment in connection with **DEFENDANTS'** services;
- c. Affecting any change in the form of doing business or the organizational identity of any of the existing business entities or creating any new business entities as a method of avoiding the terms and conditions set forth in this agreement;
- d. Attempting to collect, collecting, or assigning any right to collect payment from any consumer who purchased or agreed to purchase any of **DEFENDANTS'** goods or services, where the purported authorization for the alleged sale occurred prior to the entry of this Judgment; and
- e. Transferring or conveying financial assets of any type (whether monetary, personal property, real property or otherwise) to any other third person or entity as a means to avoid enforcement of this Judgment or payment of any amounts due pursuant to this Judgment. Any such transfer or conveyance shall be deemed a violation of this Judgment and subject the **CONSENT DEFENDANTS** to a civil penalty in the amount of \$500,000, in addition to any other penalties provided for in this Consent Final Judgment, which shall become immediately due and payable upon a finding by this Court that such transfer occurred.

24. Prior to, or upon execution of this Judgment, the **CONSENT DEFENDANTS** shall dispose of any customer contact information and bank account information obtained in connection with the activities at issue in this case. Disposal shall be by means that protect

against unauthorized access to the above-described information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the above-described information cannot practicably be read or reconstructed. Within ten (10) days after the entry of this Consent Final Judgment, **CONSENT DEFENDANTS** shall provide the **ATTORNEY GENERAL** a sworn affidavit attesting that the **CONSENT DEFENDANTS** no longer possess any customer information regardless form, namely hard copy and/or electronically.

B. MONETARY RELIEF

25. Judgment is hereby entered in favor of the **ATTORNEY GENERAL**, whose address is 110 S.E. 6th Street, Fort Lauderdale, Florida 33301, and against the **CONSENT DEFENDANTS**, 8849 NW 57th Court, Coral Springs, Florida 33067, Broward County, Florida, jointly and severally, in the total sum of Eight Million Four Hundred Twenty-Two Thousand Six Hundred and Ninety-Two Dollars (\$8,422,692.00) (“Total Judgment Amount”), as allocated below, for which let execution issue forthwith. The Total Judgment Amount is subject to the suspension of collection provisions below.

i. Consumer Restitution

26. FDUTPA authorizes reimbursement to consumers who have been damaged by deceptive trade practices. Section 501.207(3), Florida Statutes. All consumers who paid money in response to a deceptive trade practice are entitled to their money back, and there is no need for an individualized inquiry into how each consumer reacted to the practice. *F.T.C. v. Wilcox*, 926

F.Supp. 1091, 1105 (S.S. Fla. 1995); *F.T.C. v. People's Credit First*, No. 8:03-CV-2353-T, 2005 WL 3468588 (M.D. Fla. Dec. 18, 2005).

27. Judgment is hereby entered against the **CONSENT DEFENDANTS**, jointly and severally, for consumer restitution in the total amount of Two Million Three Hundred Forty-Nine Thousand Six Hundred and Ninety-Two Dollars (\$2,349,692.00) ("Restitution Amount"), for which let execution issue forthwith.

28. The **ATTORNEY GENERAL** agrees that the Restitution Amount entered against **CONSENT DEFENDANT PUGLISI** only is subject to the suspension of collection provisions below.

ii. Civil Penalties

29. Judgment is hereby entered against the **CONSENT DEFENDANTS**, jointly and severally, for civil penalties in the amount of Five Million Nine Hundred and Fifty Thousand Dollars (\$5,950,000.00) ("Civil Penalty Amount"), for which let execution issue forthwith. The Civil Penalty Amount shall be paid by wire transfer, certified funds or cashier's checks, and made payable to the Department of Legal Affairs Revolving Trust Fund.

30. The **CONSENT DEFENDANTS** agree that the Civil Penalty Amount represents a civil penalty owed to the State of Florida as a result of the facts stated herein and is not compensation for actual pecuniary loss. The **CONSENT DEFENDANTS** agree that the Civil Penalty Amount is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7). The **CONSENT DEFENDANTS** further agree not to object to the **ATTORNEY GENERAL's** claim for non-dischargeability of the Civil Penalty Amount in any voluntary or

involuntary bankruptcy proceeding. In any subsequent proceedings, all of the allegations of the Complaint and findings of this Court may be taken as true and correct without further proof.

31. The **ATTORNEY GENERAL** agrees that the Civil Penalty Amount entered against **CONSENT DEFENDANT PUGLISI** only is subject to the suspension of collection provisions below.

iii. Attorney's Fees and Costs

32. Section 501.2105, Florida Statutes, that attorney's fees and costs may be awarded to the Attorney General. The parties stipulate and agree that the **ATTORNEY GENERAL** is entitled to payment of its attorney's fees and costs in the amount of One Hundred and Twenty-Three Thousand Dollars (\$123,000.00).

33. Judgment is hereby entered against **CONSENT DEFENDANTS**, jointly and severally, for attorney's fees and costs in the amount of One Hundred and Twenty-Three Thousand Dollars (\$123,000.00) ("Fees Amount"), for which let execution issue forthwith.

34. The **ATTORNEY GENERAL** agrees that the Fees Amount entered against **CONSENT DEFENDANT PUGLISI** only is subject to the suspension of collection provisions below.

iv. Suspension of Collection Provisions

35. **CONSENT DEFENDANT PUGLISI** admits that he is liable for the Total Judgment Amount, Eight Million Four Hundred Twenty-Two Thousand Six Hundred and Ninety-Two Dollars (\$ 8,422,692.00), subject to the suspension provisions of this part.

36. Based upon his inability to pay the full amounts due under this Judgment, **CONSENT DEFENDANT PUGLISI** may satisfy his payment obligations under this Judgment through full and timely compliance with the following (the “Partial Suspension”):

- i. Payment in the amount of Ten Thousand Dollars (\$10,000.00) to the **ATTORNEY GENERAL** prior to or upon execution of this Consent Final Judgment by all Parties;
- ii. Payment in the amount of Seventy-Seven Thousand Dollars (\$77,000.00) to the **ATTORNEY GENERAL** prior to or on March 1, 2017.
- iii. Surrender of the total assets in the following bank accounts, frozen pursuant to this Court’s January 4, 2016 Order:

Institution	Account	Approximate Amount Frozen
Wells Fargo	Account No. 3491	\$4,976.05
Wells Fargo	Account No. 1361	\$8,086.71

- iv. Compliance with this Consent Final Judgment’s Injunctive Terms (Part II(A));
- v. **CONSENT DEFENDANT PUGLISI**’s submission of Request for Tax Transcript Forms (“Form 4506-T”) authorizing the **ATTORNEY GENERAL** as a third-party that can receive documents responsive to Form 4506-T through the tax year 2027, as well as **CONSENT DEFENDANT PUGLISI**’s agreement to cooperate with the **ATTORNEY GENERAL** in connection with any additional actions necessary to secure any documents requested via the Form 4506-T(s) in this paragraph;

- vi. **CONSENT DEFENDANT PUGLISI's** submission of an executed Waiver of Garnishment Exemption prior to or upon execution of this Judgment. **CONSENT DEFENDANT PUGLISI** acknowledges that his submission of an executed Waiver of Garnishment Exemption expressly waives any claim of exemption from garnishment in any garnishment proceeding initiated to collect monies due under this Judgment. Further, **CONSENT DEFENDANT PUGLISI** agrees he shall be liable to the **ATTORNEY GENERAL** for reasonable attorney's fees and costs in any garnishment proceeding initiated to collect monies due under this Judgment, in which assets owed to **CONSENT DEFENDANT PUGLISI** are garnished;
- vii. Each **CONSENT DEFENDANTS'** submission to the **ATTORNEY GENERAL** of a truthful and accurate Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet) completed under oath, including all required attachments within 45 days from the Effective Date, unless the Judgment is satisfied or post-judgment discovery is stayed; and
- viii. **CONSENT DEFENDANT PUGLISI's** agreement to cooperate with the **ATTORNEY GENERAL** in connection with this action or any subsequent investigation (Part E).

37. The payments in Paragraphs 36(i) and (ii) shall be paid by wire transfer, certified funds or cashier's check, payable to the Department of Legal Affairs Escrow Fund, c/o Assistant Attorney General Kristen Pesicek, 100 SE 6th Street, Fort Lauderdale, Florida 33301. Upon

receipt, the funds shall be deposited into the Department of Legal Affairs Escrow Fund, in accordance with Section 501.2101(1), Florida Statutes. In the event actual restitution for future complainants exceeds the **CONSENT DEFENDANTS'** restitution payment, these funds will be distributed pro-rata to the complainants determined by the **ATTORNEY GENERAL** to be eligible for restitution. In no event shall any individual consumer receive more than the amount they are actually owed. Decisions as to restitution distribution are within the sole discretion of the **ATTORNEY GENERAL**. If any funds remain after the distribution of consumer restitution, the **ATTORNEY GENERAL** will deposit any remaining monies into the Department of Legal Affairs Revolving Trust Fund and it shall be used to defray the costs of restitution distribution and/or any attorney's fees and costs incurred in this matter.

38. The **ATTORNEY GENERAL'S** agreement to this Judgment and the Partial Suspension is expressly premised upon the truthfulness, accuracy, and completeness of all **CONSENT DEFENDANT PUGLISI'S** and **CONSENT DEFENDANT UNSECURED LOAN SOURCE II'S** sworn financial statements and supporting documents submitted to the Department, and signed under penalty of perjury. These sworn financial statements and representations of the **CONSENT DEFENDANTS** include material information upon which the **ATTORNEY GENERAL** relied in negotiating and agreeing to this Judgment.

39. In the event that **CONSENT DEFENDANT PUGLISI** files bankruptcy within 91 days after making any payment pursuant to this Judgment, **CONSENT DEFENDANT PUGLISI** shall remain liable for the full unpaid balance of the **ATTORNEY GENERAL'S** claim. That amount may be asserted by the **ATTORNEY GENERAL** in any subsequent

proceeding to enforce this Consent Judgment, whether through execution, garnishment, or other legal proceedings, or through a proof of claim in any bankruptcy proceeding filed by **CONSENT DEFENDANT PUGLISI**.

40. If, upon motion by the **ATTORNEY GENERAL**, the Court finds that one of the **CONSENT DEFENDANTS** failed to comply with any term of this Judgment or that one of the **CONSENT DEFENDANTS** failed to disclose any asset, misstated the value of any asset, or made any other misstatement or omission in any representation to the **ATTORNEY GENERAL**, the Court shall annul or otherwise lift the Partial Suspension and require immediate payment of the full amount of the Total Judgment Amount (\$8,422,692.00), with credit given for all payments made to date. The Court, without further adjudication, shall enter a modified judgment holding **CONSENT DEFENDANT PUGLISI** liable to the **ATTORNEY GENERAL** for the Total Judgment Amount. Upon such reinstatement of the full Judgment, the Court shall make an express determination that the Judgment shall become immediately due and payable by **CONSENT DEFENDANT PUGLISI**. Additionally, the **ATTORNEY GENERAL** shall be entitled to interest computed from the day of entry of this Judgment at the rate prescribed under Florida Statutes Section 55.03, as amended, on the unpaid balance.

41. Should the Total Judgment Amount be reinstated, payments made by any other Defendants in this case shall be credited towards the Total Judgment Amount.

v. Surrender of Assets

42. Effective upon the entry of this Judgment, the **CONSENT DEFENDANTS** shall surrender to the **ATTORNEY GENERAL** all control, title, dominion, and interest in the frozen funds identified below, pursuant to the Order Granting Temporary Injunction and Asset Freeze Without Notice (the "Injunction Order") dated January 4, 2016:

<u>Institution</u>	<u>Account</u>
Wells Fargo	Account No. 3491
Wells Fargo	Account No. 1361

43. To effect the surrender of the funds identified in Paragraph 43, the Court directs that the entity(ies) holding the funds or their successors shall, immediately upon receiving notice of this Judgment, remit the funds to the **ATTORNEY GENERAL** by certified check(s) or other guaranteed funds payable to the Department of Legal Affairs Escrow Fund, or by wire transfer in accordance with directions provided by counsel for the **ATTORNEY GENERAL**. To the extent any identified third party cannot comply with this Paragraph without the assistance of **CONSENT DEFENDANTS**, such party must, within three (3) business days of receiving this Judgment, notify such Defendant(s) and counsel for the **ATTORNEY GENERAL** of its inability to comply. Such notification shall specify the actions by such Defendant(s) that are necessary to comply with this Judgment. **CONSENT DEFENDANTS** shall immediately complete any action necessary to facilitate the identified third party's ability to timely comply with this Subsection, and the failure of such Defendant(s) to complete such action within ten (10)

days shall be deemed a violation of the Judgment and interest at the rate prescribed in the Florida statutes shall immediately begin to accrue.

C. FUTURE VIOLATIONS

44. IT IS FURTHER ORDERED, that in addition to the reinstatement of the Total Judgment Amount, any failure to comply with the terms and conditions of this Judgment is by statute prima facie evidence of a violation of Chapter 501, Part, II, Florida Statutes. Additionally, **CONSENT DEFENDANT PUGLISI** shall be liable for any penalties, sanctions, attorney's fees and costs and any other relief allowed by Florida law in connection with the enforcement of this Judgment. Any sanction or payment provided by this Judgment does not preclude the **ATTORNEY GENERAL** from pursuing any other action, relief, or sanction available to the **ATTORNEY GENERAL** for any act which, independent of this judgment, would constitute a violation of the laws of Florida.

D. ACTIVITIES REQUIRING NOTIFICATION

45. IT IS FURTHER ORDERED that, for a period of five (5) years from the date of this Order, the **CONSENT DEFENDANTS** shall notify the **ATTORNEY GENERAL** at least thirty (30) days prior to creating, operating, or exercising any control over any business entity or organization in Florida, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, corporation or unincorporated entity. Said notification shall included a written statement disclosing: (1) the name, address and telephone number of the business entity; (2) the names of the business entity's officers, directors,

principals, managers, and employees; and (3) a detailed description of the business entity's intended activities.

46. For a period of five (5) years from the date of this Judgment, **CONSENT DEFENDANT PUGLISI** must report to the **ATTORNEY GENERAL** any changes in his address, name, or use of any aliases or fictitious names at least 30 days before the change or as soon as practicable after learning about the change, whichever is sooner.

**E. CONSENT DEFENDANTS' COOPERATION
AND COMPLIANCE**

47. IT IS FURTHER ORDERED that the **CONSENT DEFENDANTS** shall, in connection with this action or any subsequent investigation related to or associated with the transaction or the occurrences that are the subject of the **ATTORNEY GENERAL'S** Complaint in this matter, cooperate in good faith with the **ATTORNEY GENERAL**, and shall appear and provide truthful and complete testimony in any civil trial, civil deposition, or other civil proceeding, interviews, conferences, discovery, review of documents, and for such other matters that a representative of the **ATTORNEY GENERAL** may reasonably request upon three (3) days written notice, or other reasonable notice, at such places in Broward County, Florida and reasonable times as the **ATTORNEY GENERAL'S** representative may designate, without the service of a subpoena.

48. IT IS FURTHER ORDERED that the **ATTORNEY GENERAL** is authorized to monitor the **CONSENT DEFENDANTS'** compliance with this Judgment, without further leave of the Court, by all lawful means, including but not limited to the use of representatives posing

as consumers to the **CONSENT DEFENDANTS**, any of the **CONSENT DEFENDANTS'** employees, or any other entity managed or controlled in whole or in part by the **CONSENT DEFENDANTS**, without the necessity of identification or prior notice.

F. RECORDS RETENTION

49. Notwithstanding the requirements relating to consumer information imposed by Paragraph 24, the **CONSENT DEFENDANTS** are prohibited from destroying, mutilating, concealing, altering, or disposing of, in any manner, books, records, contracts, financial records, and financial information relating to the Defendants' practices in this case, regardless of the manner in which it is stored, for a period of two (2) years from the date of this Judgment. During this two-year retention period, the **CONSENT DEFENDANTS** shall make any and all books and records available to the **ATTORNEY GENERAL** within three (3) business days of any reasonable request.

G. GENERAL AND ADMINISTRATIVE PROVISIONS

50. IT IS FURTHER ORDERED that this Court retains jurisdiction for the purpose of enabling any party to this Consent Final Judgment to apply at any time for such further orders and directions as might be necessary or appropriate for the modification, construction, or implementation of the injunctive provisions of this Consent Final Judgment, or, for the enforcement and for sanctions or other punishment of violations of any provisions hereof, including civil and/or criminal contempt proceedings. The parties by stipulation may agree to a modification of this Consent Final Judgment, which agreement shall be presented to this Court

for consideration, provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both the **ATTORNEY GENERAL** and **DEFENDANTS**.

51. Should this Consent Final Judgment be modified, this Judgment, in all other respects, shall remain in full force and effect unless otherwise ordered by the Court.

52. If any term of this Consent Final Judgment is to any extent unenforceable, invalid or illegal, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

53. This document is signed in anticipation of the Consent Final Judgment being submitted to the Court for approval, without necessity of hearing, which is hereby **WAIVED** by all parties.

54. The signatures below indicate the **PARTIES'** consent and agreement to this Consent Final Judgment.

55. Acceptance of this Consent Final Judgment by the **ATTORNEY GENERAL** shall be established by the signature of the Deputy Attorney General.

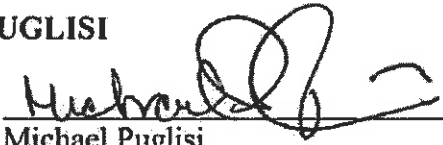
H. EFFECTIVE DATE

56. The Effective Date of this Consent Final Judgment is the date upon which the Consent Final Judgment is entered by the Court.

AGREED TO BY:

MICHAEL PUGLISI

Signed:


Michael Puglisi
Individually

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, a Notary Public in and for said County and State, on this 13 day of January
2017, personally appeared MICHAEL PUGLISI, who is personally known to me or has produced
FLDL# P242-543-74-362-0 as identification.
exp 10/02/19

Signed:



Print Name:

Heidi English

Notary Public, State of Florida at Large

My Commission Expires:



UNSECURED LOAN SOURCE II, INC.

Signed:

Michael Puglisi
MICHAEL PUGLISI
PRESIDENT, UNSECURED LOAN SOURCE II, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, a Notary Public in and for said County and State, on this 13 day of January

2017, personally appeared MICHAEL PUGLISI, of UNSECURED LOAN SOURCE II, INC.,

who is personally known to me or has produced FL DL# P242-543-74-362-0 as identification. exp 10/2/11

Signed: Heidi English

Print Name: Heidi English

Notary Public, State of Florida at Large

My Commission Expires



~~COUNSEL FOR MICHAEL PUGLISI AND UNSECURED LOAN SOURCE II, INC.~~

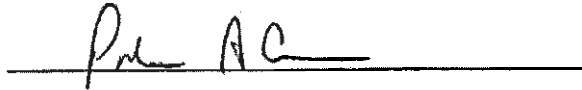
Joe Titone
JOSEPH TITONE/ESQ.
Fla. Bar. No. 203882

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



KRISTEN PESICEK
Fla. Bar. No. 109212
Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL,
Department of Legal Affairs
Consumer Protection Division
110 S.E. 6th Street
Fort Lauderdale, FL 33301
(954) 712-4600
Kristen.Pesicek@myfloridalegal.com

Dated: 2/3/17



PATRICIA A. CONNERS
Deputy Attorney General
Department Of Legal Affairs
Office of the Attorney General
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

Dated: 1/24/17

ENTRY OF JUDGMENT

SO ORDERED. Approved and Entered in Chambers in Broward County, Florida this

____ day of _____.

**The Honorable Carlos Augusto Rodriguez
Circuit Court Judge**