

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN HILLSBOROUGH COUNTY, FLORIDA  
- CIVIL DIVISION -**

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

Plaintiff,  
v.

**CASE NO:  
DIVISION:**

**TRAFFIC JAM EVENTS, LLC, a Louisiana  
Limited Liability Company; and  
DAVID J. JEANSONNE, II, an individual,**

Defendants.

\_\_\_\_\_ /

**PLAINTIFF'S MOTION FOR TEMPORARY INJUNCTION**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the "Attorney General"), by and through the undersigned counsel, moves for temporary injunctive relief pursuant to Section 501.207(3), Florida Statutes, and Rule 1.610 of the Florida Rules of Civil Procedure, and in support thereof states as follows:

Defendants unapologetically seek to capitalize on the vulnerability, confusion and fear plaguing Florida consumers during the novel coronavirus (COVID-19) pandemic. The same week that the federal stimulus package was being discussed in Congress, Defendants developed a "COVID-19 Stimulus" direct mail solicitation, purporting to offer consumers over \$3300 in stimulus relief due to COVID-19.

These false, deceptive and unfair solicitations bear the indicia of a government-related program and go so far as to include a realistic “stimulus” check that appears to be written on the account of the “Stimulus Relief Program.” These materials sent by Defendants to Florida consumers falsely purport to have COVID-19 relief funds available to consumers to be redeemed at a designated stimulus temporary relief site. According to the documents sent by Defendants, the available funds are affiliated with a COVID-19 automotive stimulus program, and the funds are available to consumers to purchase a vehicle. The purported “stimulus” is simply a misleading and deceitful promotion intended to lure consumers to purchase used cars at a tent sale. In reality, the “stimulus” offered by Defendants has no value at all.

The requested temporary injunction is to prevent Traffic Jam Events, LLC and David J. Jeansonne, II from using the global pandemic caused by COVID-19 to their economic advantage by sending false, deceptive and/or unfair solicitations related to the COVID-19 Stimulus to Florida consumers. More specifically, the Attorney General seeks the temporary injunction to prevent continuing injury to consumers, and to preserve the Court’s ability to provide relief to Florida consumers under the provisions of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”). Simultaneously, with this Motion, the Attorney General has also filed a Complaint seeking injunctive relief, consumer restitution, civil penalties, attorney’s fees and costs, and other statutory and equitable

relief against defendants Traffic Jam Events, LLC (“Traffic Jam Events”), and David Jeansonne, II (“Jeansonne”) (collectively, the “Defendants”).

### **OVERVIEW OF REQUESTED RELIEF**

The Attorney General seeks an order enjoining the Defendants, their agents, and those persons acting in concert or participation with Defendants in furtherance of Defendants’ false, deceptive and unfair solicitations to consumers and business practices as related to COVID-19 stimulus relief funds, who receive actual notice of the injunction from:

1. Representing and/or implying that COVID-19 stimulus funds, including but not limited to funds available under the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act are being offered by Defendants or any car dealership with which they work;
2. Representing and/or implying that Defendants or any car dealership with which they work are affiliated with, supported by, endorsed by, certified by, licensed by, in partnership with, or an agent of any government agency for the purpose of offering COVID-19 stimulus relief funds or other government relief funds related to COVID-19;
3. Sending or otherwise providing fake, counterfeit, or misleading checks to consumers that purport to relate to the CARES Act, COVID-19 stimulus relief funds, or any other stimulus or other government relief

funds related to COVID-19;

4. Representing and/or implying that any government COVID-19 stimulus relief can only be used towards the purchase of vehicles or other products or services sold by the Defendants or any car dealership with which they work, or that any portion of government COVID-19 stimulus relief funds is being provided to consumers to purchase a vehicle;
5. Representing and/or implying that the Attorney General reviews or approves of past, present or future solicitations to consumers; sales practices; or direct mail solicitations; and
6. Any other injunctive relief or equitable remedies pursuant to Section 501.207(3), Florida Statutes, as this Court deems necessary and proper.

### **BACKGROUND**

Consumers throughout the state of Florida are experiencing economic hardships as a result of the COVID-19 global pandemic. In an effort to stimulate the economy and assist struggling Americans during this fraught and difficult time, the United States federal government passed the two trillion-dollar (\$2,000,000,000,000) Coronavirus Aid, Relief, and Economic Security Act (referred to as the “CARES Act” and also widely referred to as “COVID-19 Stimulus”) on March 27, 2020. Under the CARES Act, certain qualifying Americans will receive

stimulus checks from the federal government. On or around the date of the passing of the CARES Act, and in a deceptive and unfair attempt to elicit used-car sales, Defendants sent consumers mailer advertisements that purport to include COVID-19 Stimulus related documents, and falsely informed consumers that they could access their COVID-19 Stimulus relief by attending the tent sale event promoted and staffed by Defendants. Through this Motion the Attorney General seeks to halt Defendants' false, deceptive and unfair advertisements and solicitations related to COVID-19 Stimulus relief funds to Florida consumers immediately, including but not limited to actual offers of COVID-19 Stimulus funds.

Traffic Jam Events is a Louisiana-based limited liability marketing company focused on the automotive industry.<sup>1</sup> Though it has not properly registered to do business with the Florida Secretary of State, Traffic Jam Events' national sales office is located in Tampa, Florida, and multiple employees or agents of Traffic Jam Events reside and work in Florida. Further, Traffic Jam Events offers direct-mail advertising campaigns, staffed events such as tent sales ("Tent Sales") during which vehicles are sold to consumers. Traffic Jam Events offers the above-referenced services to Floridians and Florida businesses, and ultimately creates marketing campaigns and sales events directed at Florida consumers.

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<sup>1</sup> To the extent not attached hereto, evidence supporting the facts asserted herein shall be provided to the Court in advance of any hearing on this Motion.

Traffic Jam Events’ at issue direct-mail marketing campaign sent to consumers by mail included an oversized envelope containing a document purporting to provide information about the COVID-19 stimulus program with an identifying “Notice No.” (the “Notice”), and a “check” purporting to come from the “Stimulus Relief Program” (the envelope, Notice and check are collectively referred to herein as the “COVID-19 Stimulus Mailer”).<sup>2</sup>

On the outside of the envelope, appears the following language in bold-face type: **“IMPORTANT COVID-19 ECONOMIC STIMULUS DOCUMENT ENCLOSED”** and **“TIME-SENSITIVE FAST-TRACKED MAIL: OPEN IMMEDIATELY.”** At the top of the Notice, the COVID-19 Stimulus Mailer also states in bold: **“URGENT: COVID-19 ECONOMIC AUTOMOTIVE STIMULUS PROGRAM RELIEF FUNDS AVAILABLE · ALL PAYMENTS DEFERRED FOR 120 DAYS.”** The Notice also includes what appears to be a bar code and what appears to be a government seal in the background. See excerpt below:

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<sup>2</sup> A true and correct copy of the COVID-19 Stimulus Mailer is attached to this Motion as **Exhibit A**.

**URGENT: COVID-19 ECONOMIC AUTOMOTIVE STIMULUS PROGRAM**  
**RELIEF FUNDS AVAILABLE • ALL PAYMENTS DEFERRED FOR 120 DAYS**

**Eligible Dates:**  
**March 27th thru**  
**April 5th, 2020**



COVID-19 STIMULUS (INDIVIDUAL)  
NOTICE NO. FB02-021225-096781

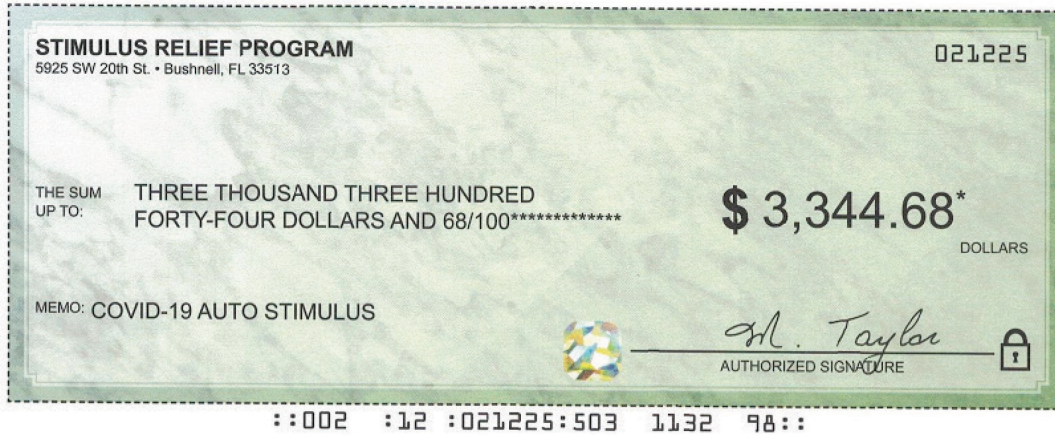
DATE: 03/25/20  
NOTICE NO: FB02-021225-096781  
ACCOUNT TYPE: COVID-19 STIMULUS (INDIVIDUAL)  
DESCRIPTION: URGENT NOTICE - READ IMMEDIATELY

The Notice further references:

- **“A special COVID-19 Economic Automotive Stimulus Program relief funds and other incentives will be held at 5925 SW 20<sup>th</sup> St., Bushnell, FL 33513, across the street from Walmart, March 27<sup>th</sup> through April 5<sup>th</sup>, 2020.”;**
- **“Stimulus Temporary 10-day Relief Site: 5925 SW 20<sup>th</sup> St. Bushnell, FL 33513”;** and
- **“You must claim these stimulus incentives at your designated temporary 10-day site: 5925 SW 20<sup>th</sup> St., Bushnell, FL 33513.”**

Further, the Notice lists the following “mandatory qualifications to receive Stimulus Relief Funds:” 1) must be permanent US resident; 2) must have a valid driver license; and 3) annual income cannot exceed \$91,300.

The COVID-19 Stimulus Mailer also includes what appears to be a check issued by “Stimulus Relief Program” in the amount of \$3,344.68, and the memo field of the check states “COVID-19 AUTO STIMULUS.” See image below:



STIMULUS RELIEF PROGRAM

021225

| Date     | Type          | Reference    | Original Amt. | Balance Due | Payment  |
|----------|---------------|--------------|---------------|-------------|----------|
| 03/25/20 | Stimulus Fund | BUSHN-021225 | 3,344.68      | 0.00        | 3,344.68 |

Finally, the Notice also states that “Thousands in Relief Funds with this notice. Receive additional discounts on your vehicle purchase – check the enclosed documentation for your funds.”

The COVID-19 Stimulus Mailer does not clearly state who is the sender, nor does it clearly convey that the stimulus relates to a used car Tent Sale. Rather, the COVID-19 Stimulus Mailer gives the false net impression that it was sent by an official government agency and includes a stimulus check issued by the government to be used for the purchase of a vehicle. Upon information and belief, neither the Defendants, nor the dealership with which Defendants worked in connection with the Bushnell, Florida Tent Sale, are affiliated with, supported by, endorsed by, or in



partnership with any US government agency for the purposes of COVID-19 Stimulus relief efforts.

Defendants created the COVID-19 Stimulus Mailer, identified the Florida consumers to whom the COVID-19 Stimulus Mailer would be sent, and paid for the COVID-19 Stimulus Mailer all in order to drive traffic to a Tent Sale in Bushnell, Florida. According to information reviewed by the Attorney General, Defendants sent the COVID-19 Stimulus Mailer to tens of thousands of consumers.

As recently as March of 2020, Defendants emphasized to at least one car dealership in Florida that the COVID-19 Stimulus Mailer was legal and effective. Given their stated business of offering and using promotions to attract consumers to Tent Sales, and their recent statement that the COVID-19 Stimulus Mailer is legal and effective, Defendants are likely to continue to use the COVID-19 Stimulus Mailer or a similar COVID-19 stimulus promotion to mislead and confuse consumers throughout Florida if an injunction is not entered. Indeed, the Attorney General possesses information indicating that Defendants planned another event using COVID-19-related direct mail solicitations.

Consumer complaints filed with the Attorney General and the Better Business Bureau (the “BBB”) also show that the deceptive and unfair business practices evidenced by the COVID-19 Stimulus Mailer are not an isolated occurrence. Defendants have a history of using false and deceptive advertising mailers to lure

consumers to Tent Sales. Complainants generally allege that consumers received advertisement mailers stating that the consumer had won a prize, such as a gift card, cash, or a free car or iPhone. Consumers are required to physically attend a Tent Sale to claim their “winnings”. Several consumers stated that they attempted to claim their “prizes” only to then be told that they had to make a purchase or provide personal information, such a social security card number, before being able to collect.

Given the Defendants’ past and current business practices with regard to advertising mailers, an immediate injunction is critically necessary to halt Defendants’ false and deceptive use of the COVID-19 Stimulus Mailer, or a similar mailer related to the COVID-19 Stimulus. An injunction is necessary to protect consumers from Defendants’ continued deceptive and unfair business practices, and to prevent others from being harmed by Defendants’ egregious conduct.

Traffic Jam Events has also made false claims that the Attorney General reviews all of its mailings, which (according to Traffic Jam Events) amounts to 400,000 mail pieces to consumers in a month. Specifically, a car dealership received notice of a consumer complaint submitted to the Better Business Bureau (“BBB”) and discussed the issue with Traffic Jam Events, which created the direct mail piece and staffed the Tent Sale event that was the subject of the complaint. By way of response, Traffic Jam Events informed the car dealership that the attorney general

reviews all of the direct mail pieces used by Traffic Jam Events. This false information was passed from Traffic Jam Events to the car dealership, which ultimately passed the information to the BBB. However, the Attorney General does not review or approve direct mail campaigns, including Traffic Jam Events' solicitations to consumers. An injunction is necessary to prevent such false and deceptive statements and to avoid consumer confusion or harm based on such false statements.

### I. APPLICABLE LAW

This action is brought under the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes. The Attorney General is the enforcing authority of FDUTPA. The purpose of FDUTPA is to “protect the consuming public . . . from those who engage in . . . unconscionable, deceptive or unfair acts or practices in the conduct of any trade or commerce.” Section 501.202(2), Florida Statutes. Violations of FDUTPA may be based on violations of “any law, statute, rule, regulation, or ordinance which proscribes . . . unfair, deceptive or unconscionable acts or practices.” Section 501.203(3)(c), Florida Statutes.

Defendants operate a marketing company, specializing in the automotive industry, that creates and distributes direct mail solicitations to Florida consumers in an effort to drive consumers to Tent Sales. Defendants also provide logistical support and staffing for the Tent Sales where they sell cars in conjunction with car

dealerships. Upon information and belief, Defendants also provide direct mail design and mailing strategies to business customers. Therefore, Defendants are engaged in “trade or commerce,” defined by FDUTPA as “the advertising, soliciting, providing, offering or distributing . . . of any good or service, or any property . . . or thing of value.” Section 501.203(8), Florida Statutes. Defendants’ acts fall within the purview of FDUTPA.

**A. Applicable Standard for Temporary Injunctive Relief**

Rule 1.610 of the Florida Rules of Civil Procedure authorizes injunctive relief upon an appropriate showing. It is well-established that, under FDUTPA, the enforcing authority – here the Attorney General – may obtain temporary injunctive relief based simply upon a showing of a clear legal right:

However, because section 501.207(1)(b) expressly authorizes the Department to seek injunctive relief on behalf of the state, the Department does not have to establish irreparable harm, lack of an adequate legal remedy or public interest. ***The Department’s sole burden at a temporary injunction hearing under FDUTPA is to establish that it has a clear legal right to a temporary injunction.***

*Millennium Commc’ns & Fulfillment, Inc. v. Off. of Atty. Gen., Dep’t of Legal Affairs, State of Fla.*, 761 So. 2d 1256, 1260 (Fla. 3d DCA 2000) (emphasis added; citations omitted); *see also, U.S. v. Sene X Eleemosynary Corp., Inc.*, 479 F. Supp. 970, 981 (S. D. Fla. 1979) (holding that where the government is authorized by statute to seek injunctive relief, proof of irreparable harm need not be

established, and the government is not bound to prove the absence of an adequate remedy at law). The enforcing authority establishes a clear legal right by demonstrating a substantial likelihood of success on the merits. *Office of the Attorney Gen. v. Bilotti*, 267 So. 3d 1, 3 (Fla. 4th DCA 2019). A substantial likelihood of success on the merits is established in a deception-based FDUTPA action by showing that “the practice was likely to deceive a consumer acting reasonably in the same circumstances.” *Bilotti*, 267 So. 3d at 3 (quoting *Office of the Attorney Gen., Dep’t of Legal Affairs v. Wyndham Int’l, Inc.*, 869 So. 2d 592, 598 (Fla. 1st DCA 2004)).

In particular, “[a]dvertising deception is evaluated from the perspective of the reasonable prospective purchaser, that is, a reasonable consumer in the audience targeted by the advertisement.” *FTC v. Washington Data Res.*, 856 F.Supp.2d 1247, 1272 (M.D. Fla. 2012).<sup>3</sup> Express claims are presumed material, *see FTC v. Pantron*

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<sup>3</sup> The Florida Legislature expressly provided that a key purpose of FDUTPA is to “make state consumer protection and enforcement consistent with established policies of federal law relating to consumer protection.” § 501.202(3), Florida Statutes; *see also Taubert v. State*, 79 So. 3d 77, 79 (Fla. 1st DCA 2011). In furtherance of this express intent, the Florida Legislature also adopted “the standards of unfairness and deception set forth and interpreted by the Federal Trade Commission [FTC] or the federal courts” for determining whether acts and practices are a violation of FDUTPA. Fla. Stat. § 501.203(3)(b); *see also Millennium*, 761 So. 2d at 1263. Finally, FDUTPA states that it is the legislative intent that in construing Section 501.204(1), Florida Statutes, “due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and federal court interpretations of [section] 5(a)(1) of the [FTC] Act, 15 U.S.C. § 45(a)(1).” Fla. Stat. § 501.204(2) (2019); *see also Millennium Commc’ns & Fulfillment, Inc. v. Off. of Atty. Gen., Dep’t of Legal Affairs, State of Fla.*, 761 So.2d 1256, 1263 (Fla. 3d DCA 2000) (“Since FDUTPA is the state counterpart to the [FTC] Act, in deciding whether an act or practice may be deemed deceptive, we must give due consideration and great weight to the interpretations made by the [FTC] and the federal courts.”).

*I Corp.*, 33 F.3d 1088, 1095-96 (9th Cir. 1994); *FTC v. NPB Advertising, Inc.*, 218 F.Supp.3d 1352, 1358 (M.D. Fla. 2016), and consumer action based on express statements is presumptively reasonable. *See e.g., FTC v. Five-Star Auto Club, Inc.*, 97 F.Supp.2d 502, 528 (S.D. N.Y. 2000) (citations omitted).

In considering whether a claim is deceptive, a court cannot rest on the literal truth or falsity of the representation but must consider the “net impression” on consumers. *See e.g., FTC v. Simple Health Plans LLC*, 379 F.Supp.3d 1346, 1360 (S.D. Fla. 2019); *FTC v. Capital Choice Consumer Credit, Inc.*, Case No. 02-21050, 2004 WL 5149998 (S.D. Fla. Feb. 20, 2004); *FTC v. Atlantex Assocs.*, Case No. 87-0045, 1987 WL 20384, \*11 (S.D. Fla. Nov. 25, 1987); *see also FTC v. Tashman*, 318 F.3d 1273, 1283 (11th Cir. 2003); *Removatron Int’l Corp. v. FTC*, 884 F.2d 1489, 1497 (1st Cir. 1989); *FTC v Cyberspace.com LLC*, 453 F.3d 1196, 1200 (9th Cir. 2006); *American Home Products v. FTC*, 695 F.2d 681, 687 (3d Cir.1982).

The net impression of the COVID-19 Stimulus Mailer is that it was sent by an official government agency and includes a stimulus check issued by the federal government to be used for the purchase of a vehicle. A reasonable prospective purchaser who receives the COVID-19 Stimulus Mailer could believe they are being offered official government COVID-19 Stimulus funds when, in fact, they are being lured to a used-car Tent Sale. As set forth above, the enforcing authority establishes

a clear legal right by showing that “the practice was likely to deceive a consumer acting reasonably in the same circumstances.” *Bilotti*, 267 So. 3d at 3 (quoting *Office of the Attorney Gen., Dep’t of Legal Affairs v. Wyndham Int’l, Inc.*, 869 So. 2d 592, 598 (Fla. 1st DCA 2004)).

Additionally, false statements that the Attorney General reviews or approves Defendants’ marketing campaigns has the potential to further bolster a consumer’s net impression that is based upon Defendants’ false, deceptive and misleading communications. Defendants’ deceptions clearly violate FDUTPA and, consequently, the Attorney General has a clear legal right to a temporary injunction.

**B. Even Though it is Not Required, the Attorney General Has Met the Remaining Requirements for a Temporary Injunction**

Notwithstanding that the Attorney General is only required to show a clear legal right to obtain a temporary injunction, the facts set forth herein establish that: 1) a substantial likelihood of ongoing immediate irreparable harm to the public exists if the injunction is denied; 2) no adequate remedy at law exists for these victims; 3) the Attorney General has a substantial likelihood of success on the merits (clear right to legal relief); 4) the threatened injury to these victims clearly outweighs any possible harm to Defendants; and 5) that this action is in the public interest. *See Naegele Outdoor Advertising v. City of Jacksonville*, 659 So.2d 1046 (Fla. 1995). The Attorney General can meet each of these elements, and a temporary injunction should be issued to ensure that Defendants cannot profit from this

global pandemic by sending false, misleading and deceptive communications to consumers, and to prevent Defendants from making false, misleading and deceptive statements about the Attorney General reviewing Defendants' materials.

The potential irreparable harm from Defendant's egregious conduct is ongoing and immediate. Upon information and belief, over at least the past three years, Defendants have frequently used mailer advertisements to lure consumers to Tent Sales with the false and/or deceptive promise of prizes, cash or other rewards. Typically, to receive the prizes, the consumers are required to attend the "Tent Sale" in person, and at the Tent Sale the consumer is required to make a purchase or provide personal information to collect the prize. This appears to be the way in which the Defendants conduct their Tent Sales and the business practice is not isolated to the sale promoted by COVID-19 Stimulus Mailer. Therefore, in light of the Defendants' past and ongoing conduct as related to written solicitations to consumers for Tent Sales and their recent deceptive use of the COVID-19 Stimulus Mailer, there is a substantial likelihood that Defendants will try again to capitalize on this devastating global pandemic and there will be ongoing irreparable harm to the public.

Further, a remedy at law would not be adequate here. A money judgment would not stop the conduct of the Defendants or protect Florida citizens and others from the Defendants' conduct. An injunction is needed to stop the Defendants from



soliciting consumers using false and/or deceptive representations related to the COVID-19 Stimulus.

Finally, the Defendants will suffer no harm if the COVID-19 Stimulus Mailer, or similar solicitations, are banned while the countervailing benefit of protecting consumers clearly weighs heavily. The Defendants will still have the opportunity to create and send advertisements that do not mislead or deceive consumers. Nor are Defendants harmed if banned from making false statements regarding the Attorney General and any implied approval of marketing materials.

Finally, it is undisputed that the Attorney General's Office is a public agency, tasked with the protection of the public; therefore, this action serves the public interest. The public's interest in preventing Defendants from continuing to perpetuate consumer harm far outweighs any private interest that Defendants may have in continuing to perpetuate that harm.

### **C. No Bond is Required**

In this case, a bond should not be required because the requested injunction serves the public interest and the petitioning party is a state agency. *See Sunplus Credit, Inc. v. Office of the Attorney General*, 752 So. 2d 1225, 1227 (Fla. 4th DCA 2000) ("Florida Rule of Civil Procedure 1.610(b) provides that when an injunction is issued on the pleading of any state agency, the court may require or dispense with a bond. Fla. R. Civ. P. 1.610(b)."). Moreover, an action for injunctive

relief by the state pursuant to Section 501.207(1)(b), Florida Statutes, shall be issued without bond. *See Fla. Stat. § 60.08.*

## II. **RELIEF SOUGHT**

Due to the serious and ongoing nature of these violations, as previously set forth herein, the Attorney General seeks an injunction prohibiting Defendants, their employees, agents, representatives, or any other person or entity acting through or on their behalf from:

1. Representing and/or implying that COVID-19 stimulus funds, including but not limited to funds available under the CARES Act are being offered by Defendants or any car dealership with which they work;
2. Representing and/or implying that Defendants or any car dealership with which they work are affiliated with, supported by, endorsed by, certified by, licensed by, in partnership with, or an agent of any government agency for the purpose of offering COVID-19 stimulus relief funds or other government relief funds related to COVID-19;
3. Sending or otherwise providing fake, counterfeit, or misleading checks to consumers that purport to relate to the CARES Act, COVID-19 stimulus relief funds, or any other stimulus or other government relief funds related to COVID-19;

4. Representing and/or implying that any government COVID-19 stimulus relief can only be used towards the purchase of vehicles or other products or services sold by the Defendants or any car dealership with which they work, or that any portion of government COVID-19 stimulus relief funds is being provided to consumers to purchase a vehicle;
5. Representing and/or implying that the Attorney General reviews or approves of past, present or future solicitations to consumers; sales practices; or direct mail solicitations; and
6. Any other injunctive relief or equitable remedies pursuant to Section 501.207(3), Florida Statutes, as this Court deems necessary and proper.

WHEREFORE, the Attorney General respectfully requests that this Court grant the relief sought through this Motion, including the entry of a temporary injunction.

Dated this 23<sup>rd</sup> day of April 2020.

Respectfully submitted,

ASHLEY MOODY  
ATTORNEY GENERAL

**/s/ Jennifer Hayes Pinder**

JENNIFER HAYES PINDER

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**COMPOSITE EXHIBIT A**  
**To Plaintiff's Motion**  
**For Temporary Injunction**

FULL TO OPEN

PRSRT MARKETING  
U.S. POSTAGE

**PAID**

PERMIT 11  
STATESBORO, GA

# TIME-SENSITIVE FAST-TRACKED MAIL: OPEN IMMEDIATELY

**TO**

Postmaster: Please Deliver By March 26 - March 27, 2020



S60 P3 \*\*\*\*\*ECRWSS\*\*R084

Name (Please Print)

[Redacted]

16152

Address

[Redacted]

City

Oxford

State

FL

ZIP

34484-3409

**TIME-SENSITIVE CONTENTS:  
OPEN IMMEDIATELY.**

Contents must be packed securely to ensure safe, on-time delivery. Package is tracked nationwide. No liquids allowed. **DO NOT BEND OR BREAK.**

## IMPORTANT COVID-19 ECONOMIC STIMULUS DOCUMENT ENCLOSED



400 06205 0805 0714 1007 0516 55358



**CONFIDENTIAL - SENSITIVE FAST-TRACKED MAIL: OPEN IMMEDIATELY**

**CONFIDENTIAL DOCUMENTS ENCLOSED  
Do not tamper or mutilate.**

**- DO NOT BEND -**

11518-912711  
  
400 06205 0805 0714 1007 0516 55358



**URGENT: COVID-19 ECONOMIC AUTOMOTIVE STIMULUS PROGRAM**  
**RELIEF FUNDS AVAILABLE • ALL PAYMENTS DEFERRED FOR 120 DAYS**

**Eligible Dates:**  
**March 27th thru**  
**April 5th, 2020**



COVID-19 STIMULUS (INDIVIDUAL)  
NOTICE NO. FB02-021225-096781

DATE: 03/25/20  
NOTICE NO: FB02-021225-096781  
ACCOUNT TYPE: COVID-19 STIMULUS (INDIVIDUAL)  
DESCRIPTION: URGENT NOTICE - READ IMMEDIATELY

Dear Florida residents,

A special COVID-19 Economic Automotive Stimulus Program with relief funds and other incentives will be held at 5925 SW 20th St., Bushnell, FL 33513, across the street from **Walmart** ✨, March 27th thru April 5th, 2020. This program has been established to help local residents purchase automobiles with 120 days until first payment during these challenging times with special discounts, credit and finance opportunities to drastically reduce your out-of-pocket costs.

At the specified relief headquarters, the following incentives may be available to ALL residents of Bushnell, FL:

- **0% A.P.R. financing for 60 months.** A variety of vehicles (cars, trucks, SUVs, etc.) will have 0% A.P.R. financing available with little to no money down. <sup>(1)</sup>
- **All payments will be deferred for 120 days.** Do not make a car payment for 120 days/4 months. <sup>(2)</sup>
- **Receive a \$100 Walmart** ✨ **Gift Card with every vehicle purchase.** Extra funds to be used for any other needs you may have during this time. <sup>(3)</sup>
- **Thousands in Relief Funds with this notice.** Receive additional discounts on your vehicle purchase – check the enclosed documentation for your funds.

You must claim these stimulus incentives at your designated temporary 10-day site: 5925 SW 20th St., Bushnell, FL 33513, across the street from **Walmart** ✨. Bring this notice to collect all of these program benefits toward your vehicle purchase.

Please bring this notice to your designated local headquarters:

**5925 SW 20th St.**  
**Bushnell, FL 33513**  
**Across the street from Walmart** ✨!

MAP OF TEMPORARY 10-DAY RELIEF SITE:

Eligible dates: March 27th thru April 5th, 2020

Monday–Saturday:

9:00am until all attendees have been assisted.

Sunday:

11:00am until all attendees have been assisted.

Look for the set-up tents and speak to an event representative upon your arrival.





# URGENT: COVID-19 ECONOMIC AUTOMOTIVE STIMULUS PROGRAM RELIEF FUNDS AVAILABLE • ALL PAYMENTS DEFERRED FOR 120 DAYS

## Mandatory qualifications to receive Stimulus Relief Funds:

- 1) Must be permanent U.S. resident.
- 2) Must have valid driver's license.
- 3) Annual Income cannot exceed \$91,300.00.

This COVID-19 Economic Automotive Stimulus Program will include hundreds of quality, clean cars, trucks, vans and SUVs from participating dealerships in the area. Bring this notice to the relief temporary 10-day site at 5925 SW 20th St., Bushnell, FL 33513, across the street from **Walmart** 🌟 and choose any of the available vehicles. Here are a couple examples of the more popular vehicles in-stock - with hundreds more available:

**Mercedes-Benz M-Class**  
**\$0 down \$116 per mo. <sup>(4)</sup>**

**Nissan Versa**  
**\$0 down \$133 per mo. <sup>(5)</sup>**

- **0% A.P.R. financing for 60 months.** A variety of vehicles (cars, trucks, SUVs, etc.) will have 0% A.P.R. financing available with little to no money down. <sup>(1)</sup>
- **All payments will be deferred for 120 days.** Do not make a car payment for 120 days/4 months. <sup>(2)</sup>
- **Receive a \$100 Walmart** 🌟 **Gift Card with every vehicle purchase.** Extra funds to be used for any other needs you may have during this time. <sup>(3)</sup>
- **Thousands in Relief Funds with this notice.** Receive additional discounts on your vehicle purchase – check the enclosed documentation for your funds.

**Stimulus Temporary 10-Day Relief Site:**  
**5925 SW 20th St. • Bushnell, FL 33513**  
**Across the street from Walmart 🌟!**

**Eligible dates: March 27th thru April 5th, 2020**  
**Monday–Saturday:**  
**9:00am until all attendees have been assisted.**  
**Sunday:**  
**11:00am until all attendees have been assisted.**  
Look for the set-up tents and speak to an event representative upon your arrival.

### MAP OF TEMPORARY 10-DAY RELIEF SITE:



DATE: 03/25/20  
NOTICE NO: FB02-021225-096781  
ACCOUNT TYPE: COVID-19 STIMULUS (INDIVIDUAL)

(1) 0% APR available on select models for up to 60 months financing subject to lender's approval with approved credit. (2) No payments for 120 days subject to lender's approval with approved credit. Interest accrues from date of purchase. (3) Receive one (1) \$100 gift card to Walmart with any vehicle purchase during the event dates. (4) \$0 down, plus tax, title and license \$116 per month example: 2009 Mercedes-Benz M-Class stk#TRA26442 sale price \$7,399 72 months at 3.9% APR with approved credit. (5) \$0 down, plus tax, title and license \$133 per month example: 2018 Nissan Versa stk#MAR09694 sale price \$8,489 72 months at 3.9% APR with approved credit. New Wave Auto Sales employees and associates, mail house, associated sponsors or agencies, and their family members and members of same household are ineligible. Addressee must redeem original mail piece in person by close of business on April 5th, 2020. Vehicles are subject to prior sale. Void where prohibited by law. All offers end April 5th, 2020.

**STIMULUS RELIEF PROGRAM**

5925 SW 20th St. • Bushnell, FL 33513

021225

THE SUM UP TO: THREE THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS AND 68/100\*\*\*\*\*

**\$ 3,344.68\***

DOLLARS

MEMO: COVID-19 AUTO STIMULUS



*M. Taylor*  
AUTHORIZED SIGNATURE



::002 :12 :021225:503 1132 98::

STIMULUS RELIEF PROGRAM

021225

| Date     | Type          | Reference    | Original Amt. | Balance Due | Payment  |
|----------|---------------|--------------|---------------|-------------|----------|
| 03/25/20 | Stimulus Fund | BUSHN-021225 | 3,344.68      | 0.00        | 3,344.68 |

STIMULUS RELIEF PROGRAM

week ending 04/05/2020

3,344.68

FOR RECIPIENT'S RECORDS

021225



ENDORSE HERE

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DO NOT WRITE, STAMP OR SIGN BELOW THE LINE  
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# ORIGINAL DOCUMENT



Void where prohibited, certificate has no cash value, non-negotiable certificate. This is not a check. Only valid if presented upon registration. Amount paid toward leased pre-owned vehicles. Cannot be used in conjunction with any other offers. Expires April 5th, 2020.