

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL
CIRCUIT IN AND FOR LEON COUNTY, FLORIDA**

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

Plaintiff,

v.

Case No. _____
Division: _____

BOOKIT OPERATING, LLC,
a Florida Limited Liability Company,

Defendant.

CONSENT FINAL JUDGMENT

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs ("Attorney General"), filed a Complaint in this action against Defendant, BOOKIT OPERATING, LLC, a Florida limited liability company ("BOOKIT") seeking injunctive relief, restitution, disgorgement, civil penalties, attorney's fees and costs, and other statutory relief, ("Complaint") pursuant to Chapter 501, Part II, Florida Statutes, Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") based upon alleged violations of Chapter 559, Part XI, Florida Statutes, Florida Sellers of Travel Act ("SOTA") and other violations of FDUTPA as described herein.

INITIALS

AA

Pursuant to this Consent Final Judgment (“Judgment”) executed below by Attorney General and Defendant (collectively the “Parties”), and the Court having reviewed the Judgment, and upon consideration of the papers filed and consent of the parties hereto, it is hereby **ORDERED** and **ADJUDGED**:

I. JURISDICTION AND VENUE

1. The Parties agree that this Court has subject matter jurisdiction over this matter, jurisdiction over the Parties, and continuing jurisdiction over this matter and the Parties, pursuant to FDUTPA.

2. The Parties further agree that venue is proper in Leon County, Florida because the statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida, including Leon County, Florida.

II. PARTIES

3. The Attorney General is the enforcing authority of Chapter 501, Part II, Florida Statutes, and is authorized to bring this action and to seek injunctive and other statutory relief, including restitution and civil penalties, pursuant to FDUTPA.

4. BOOKIT is a Florida limited liability company with its principal place of business located at 14251 Panama City Beach Parkway, Panama City Beach, FL 32413-2820.

5. BOOKIT is a licensed Seller of Travel, and a full-service travel agency registered with the Florida Department of Agriculture and Consumer Services ("FDACS") under registration number ST33468.

III. DEFINITIONS

6. **"Adequate Reserves"** means an amount of funds set aside in addition to funds used for normal operating expenses and maintained in a large enough quantity to pay for any consumer travel other claims, or emergency scenarios.

7. **"Clear and Conspicuous"** or **"Clearly and Conspicuously"** means that a statement is made in a manner readily noticeable and understandable. To determine whether a statement is clear and conspicuous, factors to consider include:

- i. whether it is of sufficient prominence in terms of sound and speed, font, size, placement, color, contrast, and duration of appearance, as compared with accompanying statements, claims, terms, or representations, so that it is readily noticeable, understandable, and likely to be heard or understood; and if written or conveyed electronically, the terms are not buried on the back or bottom, or in unrelated information or placed on a portion of the page that an ordinary consumer would not think contained significant information;
- ii. whether it is located sufficiently near any other statement that it clarifies, modifies, or explains, or that clarifies, modifies, or explains it;
- iii. whether it is presented in a coherent and meaningful sequence with respect to other terms, representations, claims, or statements being conveyed;
- iv. whether it contradicts, or renders confusing or ambiguous, any other statement, or appears to be inconsistent with any other statement;

- v. whether, if it is oral, it is at an understandable pace, tone and volume as the sales offer, or, if not oral, it appears for a duration sufficient to allow viewers to have a reasonable opportunity to notice or read, and is free of distractions that compete for the attention of the Consumer;
- vi. whether it is presented in such a way as to be free of distractions, including but not limited to sound, graphics, text, or other offers that compete for the attention of the Consumer; and,
- vii. whether, in advertising on the internet, it is made on the same page as any other term, statement, claim, or representation that it modifies, and either above the fold or clearly and conspicuously referenced or linked to a location below the fold.

8. **"BOOKIT"** or **"Defendant"** as used herein means the Defendant, its owners, officers, managers, representatives, agents, employees, successors, assigns, independent contractors, or any other person or entity who acts under, by, through or on Bookit Operating, LLC or the current principal's behalf in the course of providing online travel services to consumers, directly or indirectly.

9. **"Effective Date"** of this Judgment is the date the Judgment is signed by the Circuit Judge.

10. **"Material Term"** means any term which is considered important to a reasonable consumer, which term or provision concerns Travel-Related Services including, without limitation, destination, price, quantity, mode(s) of transportation, accommodation, cancellation or refund policies, and terms of payment or performance.

11. **"Provider"** means the person or entity that provides the Travel-Related Services that were sold to the Consumer by BOOKIT including, but not

limited to, airlines, tour or sightseeing companies, cruise companies, hotels, restaurants, vehicle rental companies, and resorts.

12. **“Seller(s) of Travel”** means any resident or nonresident person, firm, corporation, or business entity that offers for sale, directly or indirectly, prearranged Travel-Related Services for individuals or groups, including, but not limited to, vacation packages, or vacation certificates in exchange for a fee, commission, or other valuable consideration. § 559.927(11) Fla. Stat.

13. **“Travel-Related Service(s)”** includes, but is not limited to, lodging, surface transportation, air or sea transportation, transfers, tours, meals, guides, baggage transfer, sightseeing, recreational activities, vehicle rental, or other services of Providers, however denominated, including, but not limited to, vacation certificates, registration fees, and processing fees.

IV. FINDINGS OF FACT

14. BOOKIT is an online travel company that serves or has served as a third-party intermediary for hotels, airlines, and car rentals, and offers or has offered discounted but non-refundable and non-transferable vacation packages and other Travel-Related Services.

15. Defendant is the primary owner and operator of the travel booking website, Bookit.com.

16. Defendant at all times material hereto, participated in "trade or commerce," as defined by section 501.203(8), Florida Statutes, within the State of Florida and nationwide.

17. Defendant at all times material hereto, solicited "Consumers" as defined by section 501.203(7), Florida Statutes.

18. In or around March 2020, and without notice to Consumers, Bookit.com abruptly stopped serving as a travel intermediary and stopped communicating with Consumers regarding Consumers' ongoing and pending Travel-Related Services. As a result, some Consumers were unable to begin or complete their Travel-Related Services for which Consumers had made payments.

19. The Attorney General's Office received over 920 complaints from Consumers relating to Bookit.com and amounting to more than \$2.7 million in potential losses. After conducting an investigation, the Attorney General determined that Defendant engaged in acts and practices that may violate FDUTPA and SOTA based upon the following:

- a. BOOKIT operates or has operated by utilizing a Consumer's new booking deposit, in part, to fund upcoming Travel-Related Services for other Consumers who had previously paid booking deposits;
- b. BOOKIT operates or has operated by utilizing a Consumer's new booking deposit, in part, to fund BOOKIT's other transactions, as well as overhead and operating expenses, including but not limited to manager salaries, employee salaries, and advertising;

- c. As a result of paragraphs a. and b. above, when the new bookings stopped in March 2020, in part related to the Covid-19 pandemic, BOOKIT was no longer able to fund previously booked Travel-Related Services for the remainder of 2020 and continuing into 2021;
- d. BOOKIT failed to notify Consumers at the time of purchase that their deposits, partial payments, or full payments for Travel-Related Services would not be used to pay for their own Travel-Related Services, but rather would be used to pay operating expenses, salaries, and more imminent Travel-Related Services for other Consumers; and
- e. BOOKIT was unable to pay for future Travel-Related Services because it had and has an insufficient security in place, such as an adequate line of credit, reserve, trust account, bond, or back up plan in the event of a cash flow shortage.
- f. BOOKIT asserts that it was unable to pay for future Travel-Related Services because it was unable to obtain a sufficient line of credit or establish a reserve, trust account, adequate bond, or back up plan in the event of a cash flow shortage (except for its cash reserves which were claimed by its credit card processor).

20. Acts, conduct, practices, omissions, failings, misrepresentations, or nondisclosures which constitute a violation of SOTA §§ 559.934, 559.9335, Fla. Stat also constitute a violation of FDUTPA. § 501.203(3)(c).

V. INJUNCTIVE RELIEF - PROHIBITIONS

21. The Court hereby permanently ENJOINS the Defendant, including all of the entities or persons described in paragraph 8 above, as well as those persons in active concert or participation with them who receive actual notice of this Judgment, directly or indirectly from:

- a. Controlling, operating, participating in, or receiving any benefit, directly or indirectly, for any Travel-Related Services without Adequate Reserves;
- b. Making deceptive representations or omissions to Consumers related to the fees, accommodations, benefits, discounts, value, destinations, cancellation and refund policies, a contract, or any other Material Term of BOOKIT's Travel-Related Services;
- c. Failing to comply with any and all material requirements of the Airline Reporting Corporation.
- d. Failing to Clearly and Conspicuously disclose how all Consumer funds will be used by BOOKIT at the time of purchase or first deposit, whichever occurs first;
- e. Receiving money or other valuable consideration in payment for a Travel-Related Service or vacation certificate or contract at or prior to receipt of payment, without furnishing to the Consumer written materials Clearly and Conspicuously setting forth the following information:
 - i. BOOKIT's name and business address, email address, and telephone number;
 - ii. The total amount to be paid by or on behalf of the Consumer, amount paid to date, the due date of any future payment, the purpose of the payment made, and an itemized statement of the balance due, if any;
 - iii. The name of the Provider of Travel-Related Services and the date, time, and place of each arrival and departure, or the circumstances under which the date, time, and place of each arrival and departure will be determined;
 - iv. All Material Terms and conditions relating to the Travel-Related Services being purchased by the Consumer including, but not limited to, refund and cancellation conditions. An air carrier's or an ocean carrier's standard contract of carriage is not required to be disclosed prior to the Seller of Travel receiving any money or other valuable consideration;

- v. A Clear and Conspicuous statement that, upon cancellation of any Travel-Related Services where the Consumer is not at fault and has not canceled in violation of any terms and conditions previously disclosed to and agreed to by the Consumer, all sums paid to BOOKIT for services not provided will be promptly refunded to the Consumer; and
- vi. If BOOKIT offers, sells, or provides any Travel-Related Service for which any Consumer payment is nonrefundable, in whole or in part, BOOKIT shall obtain a Clear and Conspicuous written acknowledgment of that limitation from the Consumer.

VI. INJUNCTIVE RELIEF - REQUIRED ACTS

22. The Court hereby ORDERS the Defendant, including any of the entities or persons described in paragraph 8 above, as well as those persons in active concert or participation with them who receive actual notice of this Judgment be required to do the following:

a. TRUST ACCOUNT

BOOKIT shall deposit directly into a trust account in a federally insured bank, savings and loan association, or credit union, 100 percent of all sums received from any person or entity, including, but not limited to, those payments made in cash, by credit card, or any other method of payment, for any Travel-Related Services offered by BOOKIT, and any refunds made by providers of Travel-Related Services.

- i. BOOKIT shall not in any manner encumber the corpus of the trust account and shall not withdraw money therefrom except as follows:
 - 1. In partial or full payment to the Provider of Travel-Related Services, for the Travel-Related Services purchased by the Consumer;
 - 2. Upon payment for and delivery of all tickets, vouchers and/or contracts necessary for the Consumer to obtain from the

Provider of Travel-Related Services the Travel-Related Services purchased by the Consumer, the Seller of Travel may withdraw the portion of the sum paid by the Consumer that is due BOOKIT as a commission for sale of the Travel-Related Services to that Consumer. Tickets, vouchers and/or contracts shall be deemed delivered if personally delivered, turned over to an independent third-party delivery service for regular delivery to the Consumer at the address designated by the Consumer on the next business day, or deposited in the United States Postal Service with first-class postage prepaid; and

3. To make refunds to the Consumer.

ii. As to any funds detailed in paragraphs 21(e) & 22(a)(i)(1)&(2), BOOKIT shall make payment to Providers of such funds due to Providers within three (3) business days from receipt of payment from Consumer with respect to payments to hotel and resort Providers and within any proscribed time period from receipt of payment from Consumer with respect to payments to the Airline Reporting Corporation for flight Service Providers.

iii. BOOKIT has a fiduciary responsibility with respect to all sums received for Travel-Related Services.

iv. All sums received by BOOKIT for Travel-Related Services, whether or not required to be deposited in an actual trust account and regardless of whether any of these sums were required to be deposited or actually were deposited in a trust account, are deemed to be held in trust for Consumers until such time the funds are tendered to the Provider upon behalf of the Consumer.

b. DISCLOSURES

BOOKIT shall provide Clear and Conspicuous requisite written disclosures as set forth in Paragraph 21(e) above. Further,

i. To the extent BOOKIT offers travel insurance, BOOKIT will Clearly and Conspicuously disclose the terms and conditions of said insurance, including the cost, coverage, and limitations of that insurance, as well as a link to the travel insurance provider with clear directions for filing a claim;

ii. To the extent any Consumer seeks to purchase Travel-Related Services by any method other than via BOOKIT's website, BOOKIT will direct the Consumer to the location of the terms and conditions on the website or provide them to the Consumer via email or other means in order for the Consumer to review the information and provide written confirmation of receipt by the Consumer prior to accepting payment;

iii. To the extent all or part of Travel-Related Services are non-refundable, BOOKIT will Clearly and Conspicuously describe the name of the Provider of the non-refundable portion(s) of the Travel-Related Services and the contractual language Clearly and Conspicuously describing the non-refundable terms. The non-refundable terms will not take effect until the required consumer acknowledgment is completed as stated in paragraph 21(e)(vi) above and payment from the Consumer has been transferred to the Provider; and

iv. Within three (3) business days of receipt of payment by each respective Consumer, send a confirmation email noting "confirmation information" in the subject line of the email, which includes the website, unique Consumer login ID and password, instructions for use and access, trip information, amount paid, amounts due, the cancellation policy and vouchers for travel if available and any other requisite information necessary for Consumer to utilize BOOKIT's Travel-Related Services database.

c. **CANCELLATION AND REFUNDS**

i. BOOKIT shall allow Consumers to cancel or rescind their agreement with BOOKIT and receive a full refund of all monies paid to BOOKIT if such request to rescind, terminate, or cancel is received by BOOKIT via telephone or in writing within three (3) business days of the date of purchase for hotels and a period of no less than what is required by regulations promulgated by the Department of Transportation under Title 14, Subchapter A, Part 259, or such longer period as specifically permitted by and pursuant to flight or hotel Provider written policies will shall be Clearly and Conspicuously set forth as required herein at the time of Consumer's booking with BOOKIT;

ii. If BOOKIT has disbursed the Consumer's funds for payment of Travel-Related Services purchased by the Consumer to a Provider and the disbursement is in full payment for the Provider's services purchased by the Consumer, BOOKIT may, instead of providing a refund, provide to the

Consumer a written statement accompanied by appropriate written documentation (e.g., screen shots of balances, bank statements) establishing that the Consumer's funds were disbursed as required by those provisions and, if disbursed to a Provider, appropriate contact information of that Provider;

iii. To the extent a Provider has refunded BOOKIT for Travel-Related Services that it could not or cannot make available to the Consumer, BOOKIT will either provide a replacement for that Provider's Travel-Related Service that is acceptable to the Consumer, or refund the Consumer the amount refunded by the Provider to the BOOKIT within 30 days of the refund;

iv. To the extent a Provider has refused to refund BOOKIT or Consumer for Travel-Related Services that Provider could not or cannot make available to the Consumer, BOOKIT will provide Consumer with contact information for the Providers, any insurance company (if insurance purchased at time of booking), or banking institution where Trust Account is held, so that the Consumer may bring a claim against any insurance or trust account referenced herein.

23. BOOKIT shall maintain all business records described herein for a minimum period of three years.

24. BOOKIT shall provide a written copy of this Judgment to all persons identified in paragraph 8 above.

25. Defendant hereby agrees that if Defendant or those persons in active concert or participation with Defendant violate the injunctive terms stated herein, it is also a violation of the Judgment.

26. Defendant will ensure that any and all of Defendant's businesses conducting or transacting business within the State of Florida have a registered

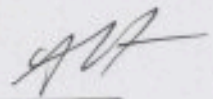
agent and registered office and correct physical address in compliance with Florida Statutes.

VII. MONETARY RELIEF

Consumer Monetary Relief

27. Defendants have produced documentation supporting their representation that during the Attorney General investigation and prior to the Effective Date, over \$6.7 million in reimbursements have been made, either by way of refund, charge back, airline credit, insurance payout or other reimbursement to certain Florida Consumers and certain out of state Consumers who have filed complaints with the Attorney General's Office ("Prior Refunds").

28. Defendant shall pay the Attorney General Four Hundred Forty-Eight Thousand Dollars (\$448,000) to be applied to additional consumer restitution and costs, for which let execution issue forthwith, for those who have previously complained to the Attorney General or who file a complaint within 30 days of the Effective Date of the Consent Judgment and who have not yet been reimbursed. The Attorney General shall thereafter allocate and distribute the funds for Consumer relief as the Attorney General determines is reasonable and in its sole discretion and judgment. Any funds remaining after Consumer restitution is paid shall be paid to the Department of Legal Affairs Revolving Trust Fund to defray



the costs of Consumer relief distribution or for attorney's fees and costs of investigation.

29. Based upon Defendants' ongoing cooperation, agreement to the injunctive relief set forth herein, willingness to provide and provision of refunds to consumers, and monetary relief for consumers set forth above, the Attorney General has waived its entitlement to civil penalties and attorney's fees for purposes of this Judgment. This waiver is subject to and contingent upon Defendant's truthful and accurate representations regarding the Prior Refunds it has provided to consumers.

30. Payment: Payment due pursuant to paragraphs 28 above, shall be made by cashier's check, money order, or other certified funds payable to the Department of Legal Affairs upon execution of this Judgment by Defendants. Judgment payment shall be delivered to the Office of the Attorney General, State of Florida, Department of Legal Affairs, c/o Andrea J. White, Tallahassee Bureau Chief, 107 W. Gaines Street, Tallahassee, Florida 32399. Payment shall be made within fourteen (14) days of the entry of the Consent Final Judgment.

31. Default. Defendant agrees that failure to make any payment, as required under this Section VII, within ten (10) days of the due date, shall constitute a default ("Default"). Interest computed at the statutory rate pursuant to section 55.03, Florida Statutes, will immediately begin to accrue on any unpaid

balance due and owing, and will be rendered immediately and payable by Defendant upon Default. Further, immediately upon Default, Defendant shall complete under oath Florida Rule of Civil Procedure Form 1.977 titled Fact Information Sheet, attached hereto as **Exhibit A**, and submit it with all of its required attachments to the Attorney General. Satisfaction of the monetary obligations of this Section shall not relieve Defendant from the other obligations under this Judgment.

VIII. FUTURE VIOLATIONS

32. Any subsequent failure to comply with the provisions of this Judgment is, by statute, *prima facie* evidence of a violation of FDUTPA and will subject Defendant to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any provision of this Judgment has occurred, Defendants who have participated in, managed, operated or controlled the operations at the time of said subsequent violation may be liable for additional civil penalties, as well as any additional attorney's fees and costs, and any other relief allowed by law.

IX. SEVERABILITY

33. The provisions of this Judgment are separate and severable, and if any provisions are stayed or determined to be invalid, the remaining provisions shall remain in full force and effect.

X. RETENTION OF JURISDICTION

34. This Court shall retain jurisdiction over this matter for all purposes, including to enforce the terms of this Judgment and to enter any further Orders as may be necessary to ensure compliance with this Judgment, including Orders which may result in contempt, civil and/or criminal proceeding.

XI. DISMISSAL

35. This action is dismissed without prejudice, subject to reopening for enforcement, modification or construction.

XII. GENERAL PROVISIONS

36. Agreement: The Parties have agreed on a basis for settlement of the matters alleged in the Complaint. Further, the Parties agree to entry of this Judgment without the need for discovery, trial, or adjudication of any issue of law or fact, and hereby waive entry of findings of fact and conclusions of law, and any hearing required for the entry of this Judgment. Defendant enters into this Judgment freely and neither admit nor deny any allegation in the Complaint. Defendant admits only to the facts necessary to establish the Court's jurisdiction over them and the subject matter of this action. Defendant hereby acknowledges

reading the provisions of this Judgment and attest that they are able to abide by them. Defendant further acknowledges that a violation of this Judgment may result in relief pursuant to FDUTPA, and any other relief deemed appropriate, including the adjudication of contempt by the Court.

37. Counsel: The Defendant expressly acknowledges that it has obtained or had the opportunity to obtain the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Judgment. The Defendant has read this Judgment, is aware of its terms and has voluntarily agreed to and signed this Judgment. Further, the Defendant acknowledges that to the extent they have 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.

38. Waiver/Release: Defendant waives all rights to seek appellate review or rehearing, or to otherwise challenge or contest the validity of this Judgment. Defendant further waives and releases any and all claims it may have against the Attorney General, its employees, representatives or agents with respect to this action and Judgment. Defendant agrees that this paragraph does not limit the Attorney General's right to pursue any and all claims based on unknown information, including, but not limited to, any information that Defendant has not disclosed.

39. Compliance with Law: Nothing herein relieves Defendant of its duty to comply with applicable laws of the State of Florida and all federal or local laws, regulations, ordinances and codes, nor constitutes authorization by the Attorney General for Defendants to engage in acts and practices prohibited by such laws.

40. Business Form: Defendant shall not effect any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities as a method of avoiding the obligations and terms and conditions set forth in this Judgment.

41. Non-Approval of Conduct: Nothing herein constitutes approval by the Attorney General of Defendant's past or future practices. Defendant shall not make any representation to the contrary regarding this Judgment. Defendant shall not use the name of the Attorney General or any of its current or former employees or representatives as an endorsement or approval of Defendant's acts, practices, or business conduct.

42. Preservation of Private Claims and Other Law Enforcement Action: Nothing herein shall be construed as a waiver or release of any private rights, causes of action or remedies of any person or entity against Defendant with respect to the acts and practices covered by this Judgment. Nothing herein shall be construed to limit or bar any other governmental entity, or any other unit of the

Attorney General's office, from pursuing other available remedies against Defendant for violation of laws other than FDUTPA.

43. Use of Settlement as Defense: Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address Defendant's conduct occurring after the entry of this Judgment that the Attorney General believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Judgment shall not be a defense to any such enforcement action.

44. Full and Final Statement: Further, the Parties acknowledge that this Judgment constitutes the final, complete, and exclusive statement of the Parties' agreement on the matters contained in this Judgment, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this Judgment, the Parties have not made any promises, representations, or warranties to each other, and neither Party's decision to enter into this Judgment is based upon any statements by the other Party outside of those reflected in this Judgment.

45. Governing Law: This Judgment shall be governed by laws of the State of Florida.

46. No Bond Required: Pursuant to section 60.08, Florida Statutes, the Attorney General is not required to post a bond to obtain permanent injunctive relief under section 501.207, Florida Statutes.

47. This Judgment is continuing in nature and shall be binding on any and all successors or assigns of Defendant. However, as to any future third-party purchaser of BOOKIT, that is not otherwise affiliated with BOOKIT, the Attorney General may upon request consider a modification of the injunctive terms herein, if circumstances warrant modification.

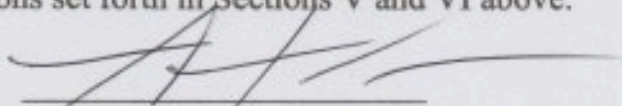
48. Facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement, and this Judgment may be executed in counterparts, the compilation of which shall constitute the full and final agreement.

Remainder of the page intentionally left blank.

BOOKIT OPERATING, LLC

Agreed to and signed this 27 day of October 2021, by Arthur Paul Finlaw who states and affirms as follows:

BY MY SIGNATURE, I, Arthur Paul Finlaw, hereby affirm that in my capacity and within my authority over **Bookit Operating, LLC**, that I have the full authority to bind **Bookit Operating, LLC** to the terms and conditions of this Consent Final Judgment and that all owners, officers, managers, representatives, agents, employees, successors, assigns, independent contractors, or any other person or entity who acts under, by, through, or on Bookit Operating, LLC's behalf, shall be notified of and be required to comply with the injunctive provisions of Sections V and VI. I also affirm that my signature below binds me individually to the injunctive provisions set forth in Sections V and VI above.

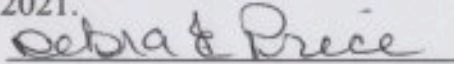


By: Arthur Paul Finlaw
Chief Executive Officer, Director, Owner,
Operator, Bookit Operating LLC

STATE OF Florida
COUNTY OF Bay

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Arthur Finlaw personally appeared as Chief Executive Officer, Director, Owner, and Operator of **Bookit Operating, LLC**. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 27 day of October 2021.

Subscribed to before me via physical presence or online notarization this 27 day of October 2021.



Notary Public

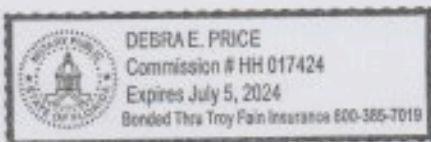
Personally known _____

OR Produced Identification # 2 forms

Type of Identification Produced :

Florida DL # F546-05557-061-0
Sunbiz FL 413000175488

[NOTARIAL SEAL]




OFFICE OF THE ATTORNEY GENERAL


STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS


ASHLEY MOODY
ATTORNEY GENERAL

Dated this 3rd day of November, 2021

By: 
ANDREA J. WHITE
Tallahassee Bureau Chief
Florida Bar No. 533858
Office of the Attorney General
Department of Legal Affairs
PL-01 The Capitol
Tallahassee, Florida
Telephone: (850) 414-3300

Dated this 3rd day of November, 2021.

By: 
VICTORIA BUTLER
Director, Consumer Protection Div.
Office of the Attorney General
Department of Legal Affairs
3507 East Frontage Road, #325
Tampa, Florida 33607
Telephone: (813) 287-7950
Facsimile: (813) 281-5515

By: 
MICHAEL ROLAND
Assistant Attorney General
Florida Bar No. 44856
Office of the Attorney General
Department of Legal Affairs
PL-01 The Capitol
Tallahassee, Florida
Telephone: (850) 414-3300

ORDERED AND ADJUDGED in chambers in Leon County, Florida, this
day of _____, 2021.

By: _____
Circuit Judge

Conformed copies to:

Office of the Attorney General
Department of Legal Affairs
AAG Andrea White
AAG Michael Roland
Counsel for Plaintiff

Ayman Rizkalla, Esq.
Scot O'Brien, Esq.
Akerman LLP
Counsel for Defendants

Handwritten initials "AA" in black ink, positioned above the line for the INITIALS field.

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL
CIRCUIT IN AND FOR LEON COUNTY, FLORIDA**

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

Plaintiff,

v.

Case No. _____

Division: _____

BOOKIT OPERATING, LLC,
a Florida Limited Liability Company,

Defendant.

_____ /

**FACT INFORMATION SHEET
(FORM 1.977 (b), For Corporations and Other Business Entities)**

Name of the entity: _____

Name and title of person filling out this form: _____

Telephone number: _____

Place of business: _____

Mailing address (if different): _____

Gross/taxable income reported for federal income tax purposes last three years:

\$ _____ / \$ _____ \$ _____ / \$ _____ \$ _____ / \$ _____

Taxpayer identification number: _____

Is this entity an S corporation for federal income tax purposes? _____ Yes _____ No:

Average number of employees per month _____

Name of each shareholder, member, or partner owning 5% or more of the entity's common
stock, preferred stock, or other equity interest: _____

Names of officers, directors, members, or partners: _____

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No:

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No: _____ Tag No: _____ Mileage: _____

Names on Title: _____ Present Value: \$ _____

Loan Owed to: _____

Balance on Loan: \$ _____

Monthly Payment: \$ _____

Does the entity own any real property? _____ Yes _____ No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:

1. Copies of state and federal income tax returns for the past 3 years.
2. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
3. All canceled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
4. All deeds, leases, mortgages, or other written instruments evidencing any interest in or ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
5. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
6. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.

7. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
8. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
9. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

 Judgment Debtor's Designated
 Representative/Title

STATE OF _____
 COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____ 2021 by
 _____.

 Notary Public of Florida
 My Commission Expires: _____

Personally known ____ OR Produced identification _____
 Type of identification produced _____