

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

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

PLAINTIFF,

CASE NO.: 15-CA-020157(25)

vs.

NETANEL BRUMAND, a/k/a Nate Brumand, an individual; YOSEPH CETTON, a/k/a "Joe" Cetton, a/k/a Joseph Cetton, an individual; BINIAMIN RAM, a/k/a Ben Ram, an individual; PALOMA FALCON-BENITEZ, a/k/a Ana Morales, an individual; MIRI LAZKO, a/k/a Mary Lazko, an individual; AIR CARE SOLUTIONS, L.L.C., a Florida limited liability company; AIR CARE SOLUTIONS, INC., a Florida corporation; AC FOR SALE, L.L.C., a Florida limited liability company; FEBREZ AC, L.L.C., a Florida limited liability company; FLA AC SERVICES AND DUCT CLEANING, L.L.C., d/b/a USAIR AC & DUCT, a Florida limited liability company; and USAIR DUCT AND AC, L.L.C., a Florida limited liability company;

DEFENDANTS, and

**KEREN EDELSBURG, an individual;
MIROLIO, INC., a Florida corporation;
USA WOW, INC., a Florida corporation;
ALIA FACTORY, INC., a Florida corporation; and
ALIA INVESTMENTS, INC., a Florida corporation;**

RELIEF DEFENDANTS.

**CONSENT FINAL JUDGMENT AND STIPULATED ORDER
FOR PERMANENT INJUNCTION**

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS, and DEFENDANTS NETANEL BRUMAND,
YOSEPH CETTON, BINIAMIN RAM, PALOMA FALCON-BENITEZ, MIRI LAZKO, AIR

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vs.

NETANEL BRUMAND, a/k/a Nate Brumand, an individual; YOSEPH CETTON, a/k/a "Joe" Cetton, a/k/a Joseph Cetton, an individual; BINIAMIN RAM, a/k/a Ben Ram, an individual; PALOMA FALCON-BENITEZ, a/k/a Ana Morales, an individual; MIRI LAZKO, a/k/a Mary Lazko, an individual; AIR CARE SOLUTIONS, L.L.C., a Florida limited liability company; AIR CARE SOLUTIONS, INC., a Florida corporation; AC FOR SALE, L.L.C., a Florida limited liability company; FEBREZ AC, L.L.C., a Florida limited liability company; FLA AC SERVICES AND DUCT CLEANING, L.L.C., d/b/a USAIR AC & DUCT, a Florida limited liability company; and USAIR DUCT AND AC, L.L.C., a Florida limited liability company;

DEFENDANTS, and

**KEREN EDELSBURG, an individual;
MIROLIO, INC., a Florida corporation;
USA WOW, INC., a Florida corporation;
ALIA FACTORY, INC., a Florida corporation; and
ALIA INVESTMENTS, INC., a Florida corporation;**

RELIEF DEFENDANTS.

**CONSENT FINAL JUDGMENT AND STIPULATED ORDER
FOR PERMANENT INJUNCTION**

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS, and DEFENDANTS NETANEL BRUMAND,
YOSEPH CETTON, BINIAMIN RAM, PALOMA FALCON-BENITEZ, MIRI LAZKO, AIR

CARE SOLUTIONS, L.L.C., AIR CARE SOLUTIONS, INC., AC FOR SALE, L.L.C., FEBREZ AC, L.L.C., FLA AC SERVICES AND DUCT CLEANING, L.L.C., d/b/a USAIR AC & DUCT and USAIR DUCT AND AC, L.L.C.; and RELIEF DEFENDANTS MIROLIO, INC., USA WOW, INC., ALIA FACTORY, INC., and ALIA INVESTMENTS, INC., have agreed to and consent to entry of this Consent Final Judgment and Stipulated Order for Permanent Injunction (“Judgment”) and the findings set forth below. This Court, having reviewed the file and necessary papers, does hereby **FIND, ORDER** and **ADJUDGE**:

Final Judgment is hereby entered in favor of the Office of the Attorney General, State of Florida, Department of Legal Affairs, 110 SE 6th Street, Fort Lauderdale, Florida 33301, and against NETANEL BRUMAND, 9622 Abby Glen Circle, Jacksonville, Florida 32257, YOSEPH CETTON, 3379 NW 82th Terrace, Cooper City, Florida 33024, BINIAMIN RAM, 3429 NW 82th Terrace, Cooper City, Florida 33024, PALOMA FALCON-BENITEZ, 9622 Abby Glen Circle, Jacksonville, Florida 32257, MIRI LAZKO, 1014 S Belgrade Road, Silver Spring, Maryland, 20902, DEFENDANT AIR CARE SOLUTIONS, L.L.C., 6244 Miramar Parkway, Miramar, FL 33023, AIR CARE SOLUTIONS, INC., 5783 Mining Terrace, Unit 3, Jacksonville, Florida, 32257, AC FOR SALE, L.L.C., 9655 Florida Mining Boulevard, West Building 400, Suite #409 Jacksonville, Florida 32257, FEBREZ AC, L.L.C., 9655 Florida Mining Boulevard, West Building 400, Suite #409 Jacksonville, Florida 32257, FLA AC SERVICES AND DUCT CLEANING, L.L.C., d/b/a USAIR AC & DUCT, 1839 SW 31st Avenue, Building Q, Bay 1, Pembroke Park, Florida, 33009, USAIR DUCT AND AC, L.L.C., 1839 SW 31st Avenue, Building Q, Bay 1, Pembroke Park, Florida, 33009, MIROLIO, INC., 3379 NW 82th Terrace, Cooper City, Florida 33024, USA WOW, INC., 3429 NW 82th Terrace, Cooper City, Florida 33024, ALIA FACTORY,

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INC., 9381 Beauclerc Wood Lane N, Jacksonville, Florida 32257, and ALIA INVESTMENTS, INC., 9622 Abby Glen Circle, Jacksonville, Florida 32257, as follows:

I. DEFINITIONS

The Parties stipulate, for purposes of this Judgment, the following definitions apply:

1. **“Air Duct-Related”** means: (1) the supply and return air ducts of heating and cooling systems, registers and grilles and (2) air duct replacement or repair.

2. **“Attorney General”** means the Office of the Attorney General, Department of Legal Affairs, State of Florida.

3. **“Consumer”** means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.

4. **“Clear and Conspicuous”** (including “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 by an ordinary Consumer; 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.
5. **“Corporate Defendants”** means Defendants Air Care Solutions, L.L.C.; Air Care Solutions, Inc.; AC for Sale, L.L.C.; Febrez AC, L.L.C.; FLA AC Services and Duct Cleaning, L.L.C., d/b/a USair AC & Duct; and USAIR Duct and AC, L.L.C.
 6. **“Corporate Relief Defendants”** means Relief Defendants Mirolio, Inc.; USA WOW, Inc.; Alia Factory, Inc.; and Alia Investments, Inc.
 7. **“Defendants”** means the Corporate Defendants and Individual Defendants.
 8. **“Heating, Ventilation and Air Conditioning”** or **“HVAC”** means forced air heating and cooling systems.
 9. **“Home Solicitation Sale”** as used in this Judgment, has the same definition as provided in section 501.021(1), Florida Statutes.
 10. **“Individual Defendants”** means Defendants Netanel Brumand, Yoseph Cetton, Biniamin Ram, Paloma Falcon-Benitez and Miri Lazko.
 11. **“Individual Relief Defendant”** means Relief Defendant Keren Edelsburg.
 12. **“Mold-Related”** means any HVAC service or HVAC good related to: (a) the removal, cleaning, sanitizing, demolition, or other treatment, including preventive activities, of mold or mold-contaminated matter and (b) any representation pertaining to the presence of mold.

13. “**Personal Solicitation**” means a personal contact between a seller and a customer at a place other than at the seller’s business when the seller uses persuasion to influence the customer to enter into a contract for the sale of goods or services other than those initially requested by the customer.

14. “**Trade or Commerce**” means the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. “Trade or commerce” shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.

II. FINDINGS

The Parties stipulate, for purposes of this Judgment, to the following findings:

15. This action is for injunctive relief, other equitable relief, civil penalties, attorney’s fees and costs, and other statutory relief available, pursuant to Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II (“FDUTPA”).

16. The complaint arose from an investigation wherein the **ATTORNEY GENERAL**, a FDUTPA enforcing authority, determined that an enforcement action served the public interest. The **ATTORNEY GENERAL** had full authority to bring this action against **DEFENDANTS**, **CORPORATE RELIEF DEFENDANTS** and **INDIVIDUAL RELIEF DEFENDANT**.

17. This Court has jurisdiction over the subject matter of this action pursuant to FDUTPA. At all pertinent times, **DEFENDANTS’** business activities were conducted in various counties located in the State of Florida, including, but not limited to, Duval County, Palm Beach County and Broward County, Florida.

18. The award of injunctive relief and other equitable relief is within the Circuit Court's jurisdiction and the amounts in controversy meet the Circuit Court's jurisdictional threshold.

19. Venue is proper in Broward County, Florida.

20. **CORPORATE DEFENDANTS**, at all pertinent times, solicited Consumers.

21. **CORPORATE DEFENDANTS**, at all pertinent times, provided goods or services within the State of Florida.

22. **CORPORATE DEFENDANTS**, at all pertinent times, were engaged in a Trade or Commerce.

23. **INDIVIDUAL DEFENDANTS** are over the age of 21.

24. **INDIVIDUAL DEFENDANTS**, at all pertinent times, managed, controlled or participated in the operation of **CORPORATE DEFENDANTS**.

25. **INDIVIDUAL DEFENDANTS** operated the **CORPORATE DEFENDANTS** as a common enterprise, through which they advertised, offered and sold HVAC and Mold-Related services and goods to the public.

26. The **ATTORNEY GENERAL** has investigated allegations, including but not limited to, that **CORPORATE DEFENDANTS** engaged in various acts and practices (a) that were likely to deceive a consumer acting reasonably under the circumstances in direct violation of FDUTPA; (b) that violated the Florida Home Solicitation Sale Act, §§ 501.031-047, Fla. Stat., the Federal Trade Commission's "Door-to-Door Sales Rule", 16 CFR Part 429, and Florida's Mold-Related Services Act, Chapter 468, Part XVI, Fla. Stat., which each constituted per se violations of FDUTPA. Based on its investigation, the **ATTORNEY GENERAL** filed its Complaint in this matter against **DEFENDANTS**, **CORPORATE RELIEF DEFENDANTS**, and the **INDIVIDUAL RELIEF DEFENDANT**.

27. The **ATTORNEY GENERAL** alleges that Consumers were injured by the deceptive practices of **CORPORATE DEFENDANTS**, and that **CORPORATE RELIEF DEFENDANTS** received ill-gotten gains from **CORPORATE DEFENDANTS'** FDUTPA violations, to which they did not have a legitimate claim, and thus were unjustly enriched at the expense of Consumers. The **ATTORNEY GENERAL** further alleges that **DEFENDANTS**, at all pertinent times, knew or should have known that **CORPORATE DEFENDANTS'** conduct was deceptive or prohibited by rule.

28. Each of the **CORPORATE DEFENDANTS** has been administratively dissolved and is no longer operating.

29. **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** each expressly stipulate that they did not and will not conceal, transfer or convey assets of any type (whether monetary, personal property, real property, or otherwise) to any other third person or entity as a means to influence the terms of this Judgment, avoid enforcement of this Judgment, or avoid payment of any amounts due pursuant to this Judgment;

30. **DEFENDANTS CETTON, RAM and LAZKO** each stipulate that they have not directly or indirectly participated in or received any financial consideration or benefit from any business entity that offers, provides or assists in the offer or provision of HVAC services or goods or Mold-Related services or goods: (a) to Consumers in the State of Florida; or (b) operates within the State of Florida, since this Court's Order Granting Temporary Injunction and Asset Freeze Without Notice, dated December 9, 2015.

31. **DEFENDANTS BRUMAND, CETTON, FALCON, LAZKO and RAM** each respectively stipulate that s/he and **INDIVIDUAL RELIEF DEFENDANT** entered into an agreement in which **DEFENDANTS BRUMAND, CETTON, FALCON, LAZKO and RAM**

agreed to indemnify, defend and hold **INDIVIDUAL RELIEF DEFENDANT EDELSBURG** harmless for any claim by any person or entity arising out of or related the **ATTORNEY GENERAL'S** action for which **INDIVIDUAL RELIEF DEFENDANT** is liable in this case.

32. **DEFENDANTS CETTON** and **RAM** each respectively stipulate that they are the managing members and owners of JB 2009 LLC, which owns the real properties located at 6812 Doral, North Lauderdale, Florida 33068; and (ii) 630 North 56 Avenue #313, Hollywood, Florida 33021-2258 and that these Defendants have the authority to sell or transfer these properties pursuant to the terms of this Judgment.

33. **DEFENDANTS'** and **CORPORATE RELIEF DEFENDANTS'** execution of this Judgment does not constitute an admission of liability.

III. ORDER

A. DEFENDANTS CETTON'S and LAZKO'S Prohibited Activities.

34. The Court hereby permanently and immediately enjoins **DEFENDANTS CETTON** and **LAZKO**, as well as any business entity or person in active concert or participation with them who receives actual notice of this Judgment from, in the State of Florida, directly or indirectly engaging in any act or practice, directly or indirectly, related to the offer or provision of any HVAC service or good, or any Mold-Related service or good including, but not limited to:

- a. Owning, controlling, having the authority to control, having any financial interest in, participating in, assisting, or receiving any consideration or benefit, either directly or indirectly, from the acts and practices of any business entity or person that provides or offers to provide any HVAC service or good or any Mold-Related service or good;
- b. Training, educating, consulting, or advising any business entity or person about any HVAC service or good or any Mold-Related service or good;

- c. Performing any HVAC service or good or any Mold-Related service or good; and
- d. Knowingly participating or acting in concert with any business entity or person who engages in the offer or provision of any HVAC service or good, or any Mold-Related service or good.

B. DEFENDANTS BRUMAND'S, FALCON'S and RAM'S Prohibited Activities.

35. The Court hereby permanently and immediately enjoins **DEFENDANTS BRUMAND, FALCON, and RAM** from, in the State of Florida, directly or indirectly:

- a. Engaging in any act or practice, directly or indirectly, related to the offer or provision of any **Mold-Related** service or good or any **Air Duct-Related** service or good including, but not limited to:
 - i. Owning, controlling, having the authority to control, or have a financial ownership interest in, either directly or indirectly, any business entity that provides or offers to provide any **Mold-Related** service or good, or any **Air Duct-Related** service or good; training, educating, consulting, or advising any business entity or person about **Mold-Related** services or goods, or any **Air Duct-Related** services or goods;
 - ii. Performing any **Mold-Related** or **Air Duct-Related** service or offering or selling any **Mold-Related** or **Air Duct-Related** good; and
 - iii. Knowingly participating or acting in concert with any business entity or person who engages in any act or practice identified in

subsections 35(a)(i)-(iii) above unless **Mold-Related** or **Air-Duct Related** services or goods comprises 15% or less of the third-party's HVAC operations.

36. In connection with the provision of HVAC services or goods in conformity with paragraph 35 of this Judgment, **DEFENDANTS BRUMAND, FALCON, and RAM** are permanently enjoined from, directly or indirectly:

- a. Making any misleading representation about any HVAC service or good including, but not limited to, price, quality, and nature;
- b. Making any misleading representation about the condition of Consumers' heating or air conditioning unit or air ducts;
- c. Making any air quality or health claims pertaining to: (i) the condition of any heating or air conditioning unit or air ducts; or (ii) any HVAC service or good;
- d. Failing to Clearly and Conspicuously disclose any material terms, conditions or limitations in any advertisement or offer of any HVAC service or good;
- e. Failing to comply with the disclosure and notice requirements in the Home Solicitation Act, including section 501.025, Florida Statutes (buyer's right to cancel), section 501.031, Florida Statutes (written agreement) and failing to comply with the actions that are necessary pursuant to these disclosure and notice requirements;
- f. Making any misrepresentations about the Home Solicitation Act; and

- g. Knowingly participating or acting in concert with any business entity or person who engages in any act or practice identified in subsections 36(a)-(f) above; and
- h. Owning, controlling, having the authority to control, or having any financial interest in, either directly or indirectly, any business entity that engages in any act or practice identified in subsections 36(a)-(f) above.

37. If a court finds that **DEFENDANTS BRUMAND, FALCON, or RAM** violated any provision of Part III(B) of this Judgment, the individual found to have been in violation of this Judgment shall be permanently banned from directly or indirectly engaging in any acts or practices related to HVAC services or goods or Home Solicitation Sales.

C. All DEFENDANTS' Prohibited Activities.

38. The Court hereby permanently and immediately enjoins DEFENDANTS from directly or indirectly:

- a. Soliciting, marketing, advertising, selling, promoting, or otherwise making any offer to sell any product or service that is not a *bona fide* offer;
- b. Authorizing or permitting any services that require a license pursuant Chapter 489 of the Florida Statutes to be performed by an unlicensed independent contractor;
- c. Effecting any change in the form of doing business or creating any new business entities as a method of avoiding the terms and conditions set forth in this Judgment; and
- d. 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 violating **DEFENDANT** or **CORPORATE RELIEF DEFENDANT** to an additional civil penalty in the amount of \$500,000, which shall become immediately due and payable upon a finding by this Court that such transfer occurred.

IV. MONETARY TERMS

39. Judgment is hereby entered in favor of the **ATTORNEY GENERAL** against **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS**, jointly and severally, in the total sum of Four Hundred Ninety Thousand Dollars and No Cents (\$ 490,000.00) ("Consent Judgment Amount"), for which let execution issue forthwith, as follows:

40. **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** are liable and are ordered to pay, jointly and severally, Three Hundred Forty Thousand Dollars and No Cents (\$ 340,000.00) ("Consumer Relief Amount").

41. **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** are liable and are ordered to pay, jointly and severally, One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) ("Civil Penalty Amount").

42. Within ninety (90) days after this Judgment's Effective Date, **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** shall pay the full remaining balance of the Consent Judgment Amount by wire transfer, certified funds or cashier's checks, payable to the **Department of Legal Affairs**, c/o Assistant Attorney General Kristen Pesicek, Office of the Attorney General.

As set forth in Part VI of this Judgment, any surrendered funds identified in paragraph 51 shall be credited towards payment of the Consent Judgment Amount.

43. **DEFENDANTS** and **CORPORATE RELIEF 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. **DEFENDANTS** and **CORPORATE RELIEF 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). **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** further agree to not 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.

44. The **ATTORNEY GENERAL's** agreement to the Consent Judgment Amount is expressly premised upon: (a) **DEFENDANTS'** future compliance with this Judgment's injunctive terms and all other non-monetary terms; (b) **DEFENDANTS'** and **CORPORATE RELIEF DEFENDANTS'** payment of the Consent Judgment Amount; (c) each of the **INDIVIDUAL DEFENDANTS'** submission of an executed Waiver of Garnishment Exemption prior to or upon their execution of this Judgment; (d) **DEFENDANTS'** and **CORPORATE RELIEF DEFENDANTS'** surrender of frozen assets as set forth in Part V; (e) **INDIVIDUAL DEFENDANTS'** and **CORPORATE RELIEF DEFENDANTS'** submission of an executed Credit Authorization and Release Form prior to or upon their execution of this Judgment; and (f) **DEFENDANTS'** and **CORPORATE RELIEF DEFENDANTS'** stipulations, and compliance with said stipulations.

45. The **INDIVIDUAL DEFENDANTS** each respectively acknowledge that his or her submission of an executed Waiver of Garnishment Exemption expressly waives any claim of exemption from garnishment in any wage garnishment proceeding initiated to collect monies due under this Judgment. Further, each **INDIVIDUAL DEFENDANT** agrees he or she 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 the **INDIVIDUAL DEFENDANT** are garnished.

46. The **INDIVIDUAL DEFENDANTS** consent and agree that this Judgment encumbers the real properties located at: (i) 6812 Doral, North Lauderdale, Florida 33068 (North Lauderdale Division B 69-35 B Lot 4 BLK 9); and (ii) 3630 North 56 Avenue #313, Hollywood, Florida, 33021-2258 (Lakewood at Emerald Hills Condo Unit 313 Bldg. 3 Per CDO BK/PG: 41272/130); these real properties shall not be sold, transferred, encumbered or otherwise disposed without the written agreement of the **ATTORNEY GENERAL** until the Consent Judgment Amount is fully satisfied.

47. In the event the Consent Judgment Amount is not fully paid within 90 days after this Judgment's Effective Date, **DEFENDANTS CETTON** and **RAM** shall take all steps necessary to transfer or cause to be transferred to the **ATTORNEY GENERAL**, or its designated agent, all legal and equitable right, title and interest to the following real properties or the proceeds of the real properties located at: (i) 6812 Doral, North Lauderdale, Florida 33068; and (ii) 630 North 56 Avenue #313, Hollywood, Florida 33021-2258 no later than 95 days after this Judgment's Effective Date.

48. In the event the **ATTORNEY GENERAL**, or its designee, liquidates the real properties identified in paragraph 47 to satisfy any balance due pursuant to this Judgment, the

ATTORNEY GENERAL is only entitled to recover any amounts due and owing pursuant to this Judgment, as well as any fees, interests and costs incurred as a result of liquidating the property. The **ATTORNEY GENERAL** shall use commercially reasonable efforts to dispose of the real properties in a timely manner.

49. **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** agree that, notwithstanding paragraph 48 above, failure to make any payment within ten (10) days of the due date, the violation of any provision stated above, shall constitute a default ("Default"). Time is of the essence in the performance of all terms and conditions of this Judgment, and interest computed at the statutory rate of 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 Defendants upon Default. In the event of Default, **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** shall owe a penalty of ONE HUNDRED DOLLARS AND ZERO CENTS (\$100.00) per day, not to exceed 90 days after the titles of the real properties are transferred to the **ATTORNEY GENERAL** pursuant to paragraph 47, to the **ATTORNEY GENERAL** for any payment made that arrives more than ten (10) days late.

50. The **ATTORNEY GENERAL** shall allocate and distribute the Consumer Relief Amount for consumer relief as the **ATTORNEY GENERAL** determines is reasonable and in its sole business judgment. Any funds remaining after consumer relief is paid shall be used to defray the costs of consumer relief distribution or for attorney's fees and costs of investigation.

V. SURRENDER OF ASSETS

51. Effective upon the entry of this Judgment, **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** shall immediately surrender to the **ATTORNEY GENERAL** all control, title, dominion, and interest in the funds and assets (identified below) that are subject to

this Court's Order Granting Temporary Injunction and Asset Freeze Without Notice, dated December 9, 2015, and the Consent Order Modifying Temporary Injunction Order, dated December 29, 2015 (collectively referred to as "Injunction Orders"). The funds and assets so surrendered shall be credited towards payment of the Consent Judgment Amount. The current *estimated value* of the frozen funds and assets to be surrendered include:

i.	Wells Fargo [REDACTED]	\$27,000.00
ii.	Wells Fargo [REDACTED]	\$12,000.00
iii.	TD Bank [REDACTED]	\$21,000.00
iv.	Wells Fargo [REDACTED]	\$25,000.00
v.	Wells Fargo [REDACTED]	\$20,000.00
vi.	Biniamin Ram (E*Trade)	\$70,000.00
vii.	Yoseph Cetton (E*Trade)	\$57,976.00
	<hr/> Total	<hr/> \$232,976.00

52. To effect the surrender of the funds identified in paragraph 51, 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, or by wire transfer in accordance with directions provided by counsel for the **ATTORNEY GENERAL**. Thereafter, the **ATTORNEY GENERAL** shall disburse these funds consistent with this Judgment.

53. To the extent any identified third party cannot comply with any provisions in this Judgment without the assistance of one or more of the **DEFENDANTS** or **CORPORATE RELIEF DEFENDANTS**, the third party involved shall within five (5) business days notify the

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DEFENDANT(S) or **CORPORATE RELIEF DEFENDANT(S)** and counsel for the **ATTORNEY GENERAL** of its inability to comply. Such notification shall be in writing and shall specify the actions by such **DEFENDANT(S)** or **CORPORATE RELIEF DEFENDANTS** that are reasonably necessary to comply with this Judgment. **DEFENDANT(S)** or **CORPORATE RELIEF DEFENDANT(S)** shall complete, forthwith, any reasonable actions necessary to facilitate the identified third party's ability to timely comply with this Judgment; the failure of such **DEFENDANT(S)** or **CORPORATE RELIEF DEFENDANT(S)** to complete such actions within ten (10) days shall be deemed a violation of this Judgment and interest at the rate prescribed in the Florida Statutes shall immediately begin to accrue.

54. **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** shall relinquish all dominion, control, and title to the funds and/or assets surrendered or paid under this Judgment to the fullest extent permitted by law, and shall make no claim to or demand return of these funds or assets, directly or indirectly, through counsel or otherwise.

55. The asset freeze set forth in the Injunction Orders shall be automatically lifted and released in their entirety effective 91 days from the date of the full payment of the Consent Judgment Amount. Any financial institution affected by the Injunction Orders is hereby authorized to process credits, debits, deposits and payments and any other regular business activity on behalf of **DEFENDANTS** or **CORPORATE RELIEF DEFENDANTS** in the usual manner as of ninety-one (91) days from of the full payment of the Consent Judgment Amount. The **ATTORNEY GENERAL** will record a notice of satisfaction upon receipt of the full Consent Judgment Amount.

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VI. REQUIRED DISCLOSURES

56. In the event the Consent Judgment Amount is not fully paid, each **DEFENDANT** and **CORPORATE RELIEF DEFENDANT** shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), and authorize and provide information necessary for the **ATTORNEY GENERAL** to submit an IRS Form 4506 or 4506t for each year requested by the **ATTORNEY GENERAL**, including all required attachments, and serve it on the **ATTORNEY GENERAL**, within ninety-five (95) days after this Judgment's Effective Date.

57. In the event the Consent Judgment Amount is not fully satisfied, the **ATTORNEY GENERAL** is explicitly authorized to obtain credit reports from the consumer reporting agencies (i.e., EXPERIAN, EQUIFAX and TRANSUNION, including banking information from Microbilt or other asset searching entities) concerning **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS**, pursuant to **DEFENDANTS'** and **CORPORATE RELIEF DEFENDANTS'** submission of an executed Credit Authorization and Release Form prior to or upon their execution of this Judgment. Upon written request from a representative of the **ATTORNEY GENERAL**, any consumer reporting agency must furnish consumer reports concerning **DEFENDANTS'** and **CORPORATE RELIEF DEFENDANTS'** submission of an executed Credit Authorization and Release Form pursuant to section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1). This authorization shall remain in effect until such time that the monetary terms of this Judgment are satisfied.

58. In the event the Consent Judgment Amount is not fully paid, **INDIVIDUAL DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** shall provide the **ATTORNEY GENERAL** the following information within ninety-five (95) days after this Judgment's Effective Date:

1. Any changes in any **INDIVIDUAL DEFENDANT'S** and/or **CORPORATE RELIEF DEFENDANT'S** residence, mailing address, and telephone number;
2. Any changes in any **INDIVIDUAL DEFENDANT'S** employment status (including self-employment), and any change in any **INDIVIDUAL DEFENDANT'S** and/or **CORPORATE RELIEF DEFENDANT'S** ownership in any business entity. Such notice shall include the name and address of each business that each **INDIVIDUAL DEFENDANT** and **CORPORATE RELIEF DEFENDANT** is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of each **INDIVIDUAL DEFENDANT'S** and **CORPORATE RELIEF DEFENDANT'S** duties and responsibilities in connection with the business or employment; and
3. Any changes in any **INDIVIDUAL DEFENDANT'S** and/or **CORPORATE RELIEF DEFENDANT'S** name or use of any aliases or fictitious names.

59. In the event of a consumer's demand for refund or other relief from **DEFENDANTS, DEFENDANTS** may make a written request to the **ATTORNEY GENERAL** for the amount paid to said consumer and shall provide the **ATTORNEY GENERAL** a copy of the consumer's demand.

VII. FUTURE VIOLATIONS

60. Any **DEFENDANT'S** or **CORPORATE RELIEF DEFENDANT'S** failure to comply with the injunctive terms and conditions of this Judgment (paragraphs 34 -38) is by statute prima facie evidence of a violation of Chapter 501, Part, II, Florida Statutes. In the event that a court of competent jurisdiction makes a determination that a violation of any provision of this Judgment has occurred, and **DEFENDANT** or **CORPORATE RELIEF DEFENDANT** who participated in, managed, operated or controlled the operations or acts and practices 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.

61. **DEFENDANTS'** and **CORPORATE RELIEF DEFENDANTS'** stipulations include material information upon which the **ATTORNEY GENERAL** relied in negotiating and agreeing to this Judgment. If the **ATTORNEY GENERAL** has reason to believe that a **DEFENDANT** or **CORPORATE RELIEF DEFENDANT** has failed to make payment of the Consent Judgment Amount, has otherwise failed to comply with this Judgment, or made any material misstatement or omission in any representation to the **ATTORNEY GENERAL**, the **ATTORNEY GENERAL** may move the Court to enforce this Judgment.

62. Any **DEFENDANT** or **CORPORATE RELIEF DEFENDANT** found to be in violation of this Judgment is subject to any and all civil penalties, sanctions and attorneys' fees and costs authorized by law. 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.

VIII. MISCELLANEOUS PROVISIONS

63. The Parties acknowledge by execution hereof that this Judgment constitutes a complete settlement and release of all civil claims that were raised by the Parties in this case, or might have been raised by the Parties based on the pleadings filed and the facts and circumstances at issue in this civil action. The Parties agree that they shall not proceed with or institute any civil action or proceeding that is inconsistent with the provisions of this Judgment.

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

and **CORPORATE RELIEF DEFENDANTS** have agreed and consent to enter this Judgment without any admission that they have violated the law, and solely for the purpose of resolving the issues of liability and monetary relief.

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

66. Nothing herein shall be construed as a waiver or release of any private rights, causes of action, or remedies of any person, against the **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS**.

67. Nothing herein shall be construed to limit or bar any other governmental entity, or any other unit or division of the Attorney General's office, from pursuing other available remedies against **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** for violations of laws other than FDUTPA.

68. Notwithstanding the foregoing, the **ATTORNEY GENERAL** may institute an action or proceeding to enforce the terms and provisions of this Judgment or to take action based on future conduct by any **DEFENDANT** and/or **CORPORATE RELIEF DEFENDANT**. 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.

69. Nothing in this Judgment will be construed to limit the authority of the **ATTORNEY GENERAL** to protect the interests of the State of Florida or the people of the State of Florida. Accordingly, nothing herein relieves **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** of their continuing duty to comply with applicable laws of the State of Florida nor constitutes authorization by the **ATTORNEY GENERAL** for **DEFENDANTS** and

NB

PF

CORPORATE RELIEF DEFENDANTS to engage in acts and practices prohibited by such laws. This Judgment shall be governed by laws of the State of Florida.

70. **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** expressly acknowledge that they have obtained or had the opportunity to obtain the advice and counsel of an independent counsel of their choosing to assist in the negotiation and preparation of this Judgment. **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** have read this Judgment, are aware of its terms, have voluntarily executed it, and acknowledge 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. Further, **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** acknowledge that this Judgment constitutes the entire agreement between the **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** and the State of Florida in this matter.

71. **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** state that no promises of any kind or nature whatsoever, other than the written terms of this Judgment, were made to induce **DEFENDANTS** and **CORPORATE RELIEF DEFENDANTS** into entering into this Judgment.

IX. GENERAL AND ADMINISTRATIVE PROVISIONS

72. Jurisdiction is retained for the purpose of enabling any party to this Judgment to apply to the Court 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 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 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** and **CORPORATE RELIEF DEFENDANTS**.

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

74. If any term of this 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.

75. The Parties jointly participated in the negotiation of the terms that are articulated within this Judgment. No provision of this Judgment shall be construed for or against either party on the grounds that one party or another was more heavily involved in the preparation of the Judgment or had control over the provisions included.

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

77. The signatures below indicate the Parties' consent and agreement to this Judgment.

78. This Judgment may be signed in any number of counterparts or copies or on separate signature pages or by facsimile transmission, which when taken together shall be deemed to be an original for all purposes.

79. Acceptance of this Judgment by the **ATTORNEY GENERAL** shall be established by the signature of the Division Director.

NB

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X. EFFECTIVE DATE

80. The Effective Date of this Judgment is the date upon which this Judgment is fully executed by all required Parties.

SIGNATURES ON FOLLOWING PAGES

NB _____


PF _____

AIR CARE SOLUTIONS, L.L.C.

Agreed to and signed this ____ day of _____, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a Managing Member of AIR CARE SOLUTIONS, L.L.C., and that by my signature I am binding AIR CARE SOLUTIONS, L.L.C., to the terms and conditions of this Judgment.

By:



AIR CARE SOLUTIONS, L.L.C.

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, this 2 day of SEPTEMBER, 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared JOSEPH CETTON, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.



NOTARY PUBLIC

JOAN RANGLIN

(print, type or stamp commissioned name of Notary Public)



Personally known ____ or Produced Identification (check one)
Type of Identification Produced: FED

AIR CARE SOLUTIONS, INC.

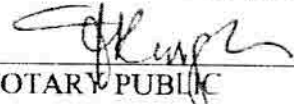
Agreed to and signed this ____ day of _____, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as an Officer of AIR CARE SOLUTIONS, INC., and that by my signature I am binding AIR CARE SOLUTIONS, INC., to the terms and conditions of this Judgment.

By: 
AIR CARE SOLUTIONS, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, this 2 day of SEPTEMBER, 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared JOSEPH COTTON, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

JOAN RANGLIN
(print, type or stamp commissioned name of Notary Public)



Personally known ____ or Produced Identification (check one)
Type of Identification Produced: FIDU

AC FOR SALE, L.L.C.

Agreed to and signed this 2 day of 09, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a Managing Member of AC FOR SALE, L.L.C., and that by my signature I am binding AC FOR SALE, L.L.C., to the terms and conditions of this Judgment.

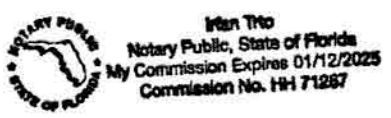
By: Nefanel Brumand
AC FOR SALE, L.L.C.

STATE OF FLORIDA)
COUNTY OF DUYAL)

BEFORE ME, this 02 day of SEPTEMBER, 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared NEFANEL BRUMAND, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

[Signature]
NOTARY PUBLIC

NEFANEL BRUMAND
(print, type or stamp commissioned name of Notary Public)



Personally known or Produced Identification (check one)
Type of Identification Produced: FL DJIC

FEBREZ, L.L.C.

Agreed to and signed this 2 day of 09, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a Managing Member of FEBREZ, L.L.C., and that by my signature I am binding FEBREZ, L.L.C., to the terms and conditions of this Judgment.

By: Natanel Brumand

FEBREZ, L.L.C.

STATE OF FLORIDA)
COUNTY OF DUVAL)

BEFORE ME, this 02 day of SEPTEMBER 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared NATANEL BRUMAND, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

[Signature]
NOTARY PUBLIC

IRLEN TRITO
(print, type or stamp commissioned name of Notary Public)



Irlen Trito
Notary Public, State of Florida
My Commission Expires 01/12/2025
Commission No. HH 71287

Personally known or Produced
Identification (check one)
Type of Identification Produced: FL DLIC

**FLA AC SERVICES AND DUCT CLEANING, L.L.C.,
d/b/a USAIR AC & DUCT**

Agreed to and signed this ____ day of _____, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a Managing Member of FLA AC SERVICES AND DUCT CLEANING, L.L.C., d/b/a USAIR AC & DUCT, and that by my signature I am binding FLA AC SERVICES AND DUCT CLEANING, L.L.C., d/b/a USAIR AC & DUCT, to the terms and conditions of this Judgment.

By:



**FLA AC SERVICES AND DUCT CLEANING, L.L.C.,
d/b/a USAIR AC & DUCT**

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, this 2 day of SEPTEMBER, 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared JOSEPH CETTON, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.



NOTARY PUBLIC

JOAN RANGLIN

(print, type or stamp commissioned name of Notary Public)

Personally known ____ or Produced Identification (check one)
Type of Identification Produced:

FIDL



USAIR DUCT AND AC, L.L.C.

Agreed to and signed this 02 day of September 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a Managing Member of USAIR DUCT AND AC, L.L.C., and that by my signature I am binding USAIR DUCT AND AC, L.L.C., to the terms and conditions of this Judgment.

By: *Larkash*

USAIR DUCT AND AC, L.L.C.

Maryland
STATE OF ~~FLORIDA~~)
COUNTY OF Montgomery)

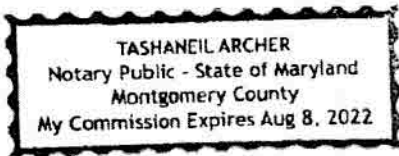
BEFORE ME, this 2nd day of September 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Miri Shoshani, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

Tashaneil Archer
NOTARY PUBLIC

Tashaneil Archer
(print, type or stamp commissioned name of Notary Public)

Personally known or Produced Identification (check one)

Type of Identification Produced:
MD Driver's License



NETANEL BRUMAND

Agreed to and signed this 02 day of 09, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that my signature below binds me both personally and individually to the terms and conditions of this Consent Final Judgment.

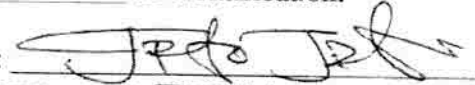

NETANEL BRUMAND, Individually

STATE OF FLORIDA)
COUNTY OF DOVAL)

Before me, a Notary Public in and for said County and State, on this 02 day of SEPTEMBER 2021, personally appeared NETANEL BRUMAND, who is personally known to me or has produced FL DHC as identification.



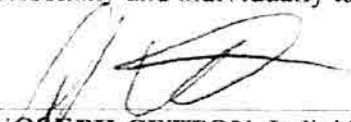
Man Tito
Notary Public, State of Florida
My Commission Expires 01/12/2025
Commission No. HH 71267

Signed: 
Print Name: MAN TITO
Notary Public, State of Florida at Large
My Commission Expires: 01/12/2025

YOSEPH CETTON

Agreed to and signed this ____ day of _____, 2021, by the below-stated person who stated and affirmed as follows:

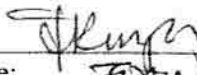
BY MY SIGNATURE I hereby affirm that my signature below binds me both personally and individually to the terms and conditions of this Consent Final Judgment.


YOSEPH CETTON, Individually

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, a Notary Public in and for said County and State, on this 2 day of SEPTEMBER 2021, personally appeared YOSEPH CETTON, who is personally known to me or has produced FIDC as identification.




Signed: 
Print Name: JOAN RANGLIN
Notary Public, State of Florida at Large
My Commission Expires: 05/16/2022

BINIAMIN RAM

Agreed to and signed this ____ day of _____, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that my signature below binds me both personally and individually to the terms and conditions of this Consent Final Judgment.

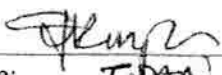


BINIAMIN RAM, Individually

STATE OF FLORIDA)
COUNTY OF BROWARD)

Before me, a Notary Public in and for said County and State, on this 2 day of SEPTEMBER 2021, personally appeared BINIAMIN RAM, who is personally known to me or has produced FIDL as identification.



Signed: 
Print Name: JOAN RANGLIN
Notary Public, State of Florida at Large
My Commission Expires: 05/16/22

PALOMA FALCON-BENITEZ

Agreed to and signed this 2nd day of September, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that my signature below binds me both personally and individually to the terms and conditions of this Consent Final Judgment.

Paloma FB
PALOMA FALCON-BENITEZ, Individually

STATE OF FLORIDA)
COUNTY OF Duval)

Before me, a Notary Public in and for said County and State, on this 02 day of SEPTEMBER 2021, personally appeared PALOMA FALCON-BENITEZ, who is personally known to me or has produced Florida as identification.



Man Tito
Notary Public, State of Florida
My Commission Expires 01/12/2025
Commission No. HH 71267

Signed: [Signature]
Print Name: MAN TITO
Notary Public, State of Florida at Large
My Commission Expires: 01/12/2025

MIRI LAZKO

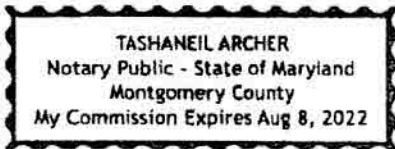
Agreed to and signed this 02 day of September, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that my signature below binds me both personally and individually to the terms and conditions of this Consent Final Judgment.

Miri Lazko
MIRI LAZKO, Individually

STATE OF Maryland
COUNTY OF Montgomery

Before me, a Notary Public in and for said County and State, on this 2nd day of September 2021, personally appeared MIRI LAZKO, who is personally known to me or has produced MD Driver's License as identification.



Signed: *Tashaneil Archer*
Print Name: Tashaneil Archer
Notary Public, State of Maryland at Large
My Commission Expires: Aug 08 2022

MIROLIO, INC.

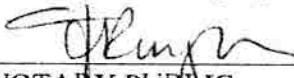
Agreed to and signed this ___ day of _____, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as an Officer of MIROLIO, INC., and that by my signature I am binding MIROLIO, INC., to the terms and conditions of this Judgment.

By: 
YOSEPH CETTON
MIROLIO, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, this 2 day of SEPTEMBER, 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared YOSEPH CETTON, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

JOAN RANGLIN
(print, type or stamp commissioned name of Notary Public)

Personally known ___ or Produced Identification ✓ (check one)
Type of Identification Produced: FDL

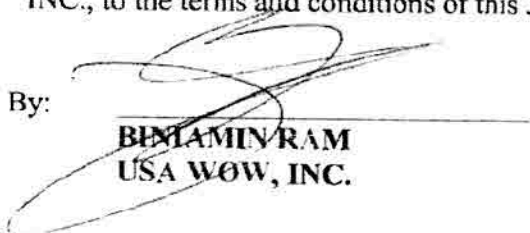


USA WOW, INC.

Agreed to and signed this ____ day of _____, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as an Officer of USA WOW, INC., and that by my signature I am binding USA WOW, INC., to the terms and conditions of this Judgment.

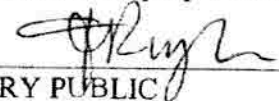
By:



BENJAMIN RAM
USA WOW, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, this 2 day of SEPTEMBER, 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared BENJAMIN RAM, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.



NOTARY PUBLIC

JOAN RANGLIN

(print, type or stamp commissioned name of Notary Public)

Personally known ____ or Produced Identification (check one)
Type of Identification Produced:

FDL



ALIA FACTORY, INC.

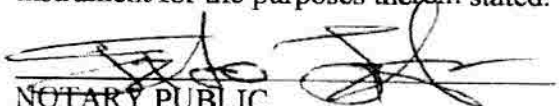
Agreed to and signed this 02 day of 09, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as an Officer of ALIA FACTORY, INC., and that by my signature I am binding ALIA FACTORY, INC., to the terms and conditions of this Judgment.

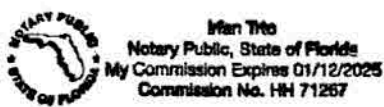
By: 
NETANEL BRUMAND
ALIA FACTORY, INC.

STATE OF FLORIDA)
COUNTY OF DUVAL)

BEFORE ME, this 02 day of SEPTEMBER 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared ~~NETANEL BRUMAND~~, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

W. R. RAY TRC
(print, type or stamp commissioned name of Notary Public)



Personally known or Produced Identification (check one)
Type of Identification Produced: FL DHC

ALIA INVESTMENTS, INC.

Agreed to and signed this 02 day of 09, 2021, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as an Officer of ALIA INVESTMENTS, INC., and that by my signature I am binding ALIA INVESTMENTS, INC., to the terms and conditions of this Judgment.

By:


NETANEL BRUMAND
ALIA INVESTMENTS, INC.

STATE OF FLORIDA)
COUNTY OF DUVAL)

BEFORE ME, this 02 day of SEPTEMBER, 2021, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared NETANEL BRUMAND, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

IRENE CRISTO
(print, type or stamp commissioned name of Notary Public)



Irene Cristo
Notary Public, State of Florida
My Commission Expires 01/12/2025
Commission No. HH 71267

Personally known _____ or Produced
Identification ✓ (check one)
Type of Identification Produced: FDHC

**WAIVER OF GARNISHMENT EXEMPTION PURSUANT TO
SECTION 222.11, FLORIDA STATUTES**

This waiver applies to any garnishment proceeding initiated to collect monies due under the attached Consent Final Judgment entered into by Biniamin Ram and the State of Florida, Office of the Attorney General.

IF YOU, BINIAMIN RAM, PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM GARNISHMENT.

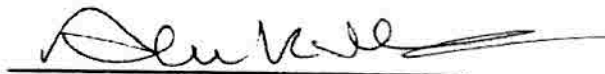


BINIAMIN RAM

09/02/21

Date

I have fully explained this document to Biniamin Ram.



Alan Marcus
Counsel for Defendant, Biniamin Ram

9/2/21

Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, BINIAMIN RAM personally appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 2 day of SEPTEMBER, 2021.

Sworn to and subscribed before me this 2 day of SEPTEMBER, 2021.



NOTARY PUBLIC

(Print, type or stamp commissioned name of Notary Public)
Personally known ___ or Produced Identification (check one)
Type of Identification Produced: FIDEL



**WAIVER OF GARNISHMENT EXEMPTION PURSUANT TO
SECTION 222.11, FLORIDA STATUTES**

This waiver applies to any garnishment proceeding initiated to collect monies due under the attached Consent Final Judgment entered into by Yoseph Cetton and the State of Florida, Office of the Attorney General.

IF YOU, YOSEPH CETTON, PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM GARNISHMENT.

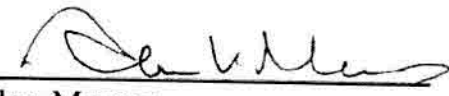


YOSEPH CETTON

SEP/2/2021

Date

I have fully explained this document to Yoseph Cetton.



Alan Marcus
Counsel for Defendant, Yoseph Cetton

9/2/21

Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, YOSEPH CETTON personally appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 2 day of SEPTEMBER, 2021.

Sworn to and subscribed before me this 2 day of SEPT, 2021.



NOTARY PUBLIC

(Print, type or stamp commissioned name of Notary Public)
Personally known _____ or Produced Identification (check one)
Type of Identification Produced: FDX



**WAIVER OF GARNISHMENT EXEMPTION PURSUANT TO
SECTION 222.11, FLORIDA STATUTES**

This waiver applies to any garnishment proceeding initiated to collect monies due under the attached Consent Final Judgment entered into by Paloma Falcon-Benitez and the State of Florida, Office of the Attorney General.

IF YOU, PALOMA FALCON-BENITEZ, PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM GARNISHMENT.

Paloma FB
PALOMA FALCON-BENITEZ

09/02/2021
Date

I have fully explained this document to Paloma Falcon-Benitez.

Alan Marcus
Alan Marcus
Counsel for Defendant, Paloma Falcon-Benitez

9/2/21
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, PALOMA FALCON-BENITEZ personally appeared. She acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 2 day of ~~SEPTEMBER~~ 2021.

Sworn to and subscribed before me this 02 day of ~~SEPTEMBER~~ 2021.

[Signature]

NOTARY PUBLIC

(Print, type or stamp commissioned name of Notary Public)

Personally known or Produced Identification ✓ (check one)

Type of Identification Produced: FL IDIC



Iran Tito
Notary Public, State of Florida
My Commission Expires 01/12/2025
Commission No. LH 71267

WAIVER OF GARNISHMENT EXEMPTION PURSUANT TO SECTION 222.11, FLORIDA STATUTES

This waiver applies to any garnishment proceeding initiated to collect monies due under the attached Consent Final Judgment entered into by Netanel Brumand and the State of Florida, Office of the Attorney General.

IF YOU, NETANEL BRUMAND, PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM GARNISHMENT.

[Signature]
NETANEL BRUMAND

09-02-2021
Date

I have fully explained this document to Netanel Brumand.

[Signature]
Alan Marcus
Counsel for Defendant, Netanel Brumand

9/2/21
Date

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, NETANEL BRUMAND personally appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 02 day of ~~SEPTEMBER~~, 2021.

Sworn to and subscribed before me this 02 day of ~~SEPTEMBER~~, 2021.

[Signature]

NOTARY PUBLIC

(Print, type or stamp commissioned name of Notary Public)

Personally known ___ or Produced Identification (check one)

Type of Identification Produced: FL DHC



Brian Tito
Notary Public, State of Florida
My Commission Expires 01/12/2025
Commission No. HH 71267

WAIVER OF GARNISHMENT EXEMPTION PURSUANT TO SECTION 222.11, FLORIDA STATUTES

This waiver applies to any garnishment proceeding initiated to collect monies due under the attached Consent Final Judgment entered into by Miri Lazko and the State of Florida, Office of the Attorney General.

IF YOU, MIRI LAZKO, PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM GARNISHMENT.

Miri Lazko
MIRI LAZKO

09/02/2021
Date

I have fully explained this document to Miri Lazko.

Alan Marcus
Alan Marcus
Counsel for Defendant, Miri Lazko

9/2/21
Date

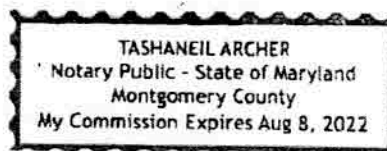
maryland
STATE OF FLORIDA)
montgomery
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, MIRI LAZKO personally appeared. She acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 2nd day of September, 2021.

Sworn to and subscribed before me this 2nd day of September, 2021.

Tashaneil Archer
NOTARY PUBLIC

(Print, type or stamp commissioned name of Notary Public)
Personally known ___ or Produced Identification (check one)
Type of Identification Produced: MD Driver's License




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



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: 9/1/21



Victoria Butler

Director, Consumer Protection Division
Office of the Attorney General
Office of the Attorney General
Department of Legal Affairs
Consumer Protection Division
3507 Frontage Rd, Suite 325
Tampa, FL 32399

Dated: 9/3/21

ENTRY OF JUDGMENT

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

22 day of September 2021.



The Honorable Carol-Lisa Phillips
Circuit Court Judge

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