

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 14-80931-CIV-COHN-SELTZER**

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CONSUMER FINANCIAL PROTECTION  
BUREAU and THE STATE OF FLORIDA,  
Office of the Attorney General,  
Department of Legal Affairs

Plaintiffs,

v.

MICHAEL HARPER, an individual; BENN  
WILLCOX, an individual; MARC HOFFMAN,  
an individual; THE HOFFMAN LAW GROUP,  
P.A. f/k/a THE RESIDENTIAL LITIGATION  
GROUP, P.A., a Florida corporation;  
NATIONWIDE MANAGEMENT SOLUTIONS,  
LLC, a Florida limited liability company;  
LEGAL INTAKE SOLUTIONS, LLC, a Florida  
limited liability company; FILE INTAKE  
SOLUTIONS, LLC, a Florida limited liability  
company; and BM MARKETING GROUP,  
LLC, a Florida limited liability company,

Defendants.

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**STIPULATED FINAL JUDGMENT AND ORDER  
AS TO DEFENDANT BENN WILLCOX**

Plaintiffs, the Consumer Financial Protection Bureau (“CFPB” or “Bureau”) and the State of Florida (“Florida”), commenced this civil action on July 14, 2014, pursuant to: (1) Sections 1054 and 1055 of the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5564, 5565; (2) Section 626 of the Omnibus Appropriations Act of 2009, as amended by Section 1097 of the CFPA, 12 U.S.C. § 5538, and the Mortgage

Assistance Relief Services Rule, 12 C.F.R. Part 1015 (“Regulation O”); (3) the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Part II, Florida Statutes; and (4) Florida’s Civil Theft Law, Sections 812.035(5), 812.014, Florida Statutes. On that date, Plaintiffs filed a Complaint for Permanent Injunction and Other Relief (“Complaint”), seeking preliminary and permanent injunctive relief, rescission or reformation of contracts, the refund of monies paid, restitution, disgorgement of ill-gotten monies, civil money penalties, and other equitable relief for Defendants’ acts or practices related to the marketing and sale of Mortgage Assistance Relief Services in violation of Regulation O, FDUTPA, and Florida’s Civil Theft Law. Compl., DE 4.

On July 16, 2014, the Court issued an *ex parte* Temporary Restraining Order against the Defendants, which froze the Defendants’ assets and placed The Hoffman Law Group and the other Corporate Defendants (defined below) into receivership. DE 13.

The Corporate Defendants failed to file an answer or otherwise defend in this action, and the Clerk entered default against them on September 12, 2014. DE 71, 72.

The Court approved stipulated preliminary injunctions for Defendant Marc Hoffman on September 15, 2014, and for Defendants Benn Willcox and Michael Harper on September 23, 2014. DE 76, 89, 90. The Court approved and entered a preliminary injunction against the Corporate Defendants on March 2, 2015. DE 131.

Plaintiffs and Defendant Benn Willcox, by and through their respective counsel, have agreed to the entry of this Stipulated Final Judgment and Order as to Defendant Benn Willcox (“Order”) by this Court.

It is therefore ORDERED, ADJUDGED, AND DECREED as follows:

## **I. Findings**

1. This Court has jurisdiction over the subject matter of this case and over Defendant Benn Willcox pursuant to 12 U.S.C. § 5565(a)(1) and 28 U.S.C. §§ 1331, 1345, and 1367.
2. Venue in the Southern District of Florida is proper under 28 U.S.C. § 1391(b) and 12 U.S.C. § 5564(f).
3. Plaintiffs and Mr. Willcox agree to entry of this Order, without adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising from the conduct alleged in the Complaint.
4. The Complaint states claims upon which relief may be granted under Regulation O, 12 C.F.R. Part 1015; FDUTPA, Chapter 501, Part II, Florida Statutes; and Florida's Civil Theft Law, Sections 812.035(5), 812.014, Florida Statutes. The relief provided in this Order is appropriate and available pursuant to Sections 1054 and 1055 of the CFPA, 12 U.S.C. §§ 5564, 5565, and Section 501.207 *et seq.* and Section 812.035(5), Florida Statutes.
5. For the purposes of this Order, Mr. Willcox admits the facts necessary to establish the Court's jurisdiction over him and the subject matter of this action, but does not admit the allegations in the Complaint or waive any privilege, including his privilege against self-incrimination.
6. Mr. Willcox waives all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Mr. Willcox also waives any claim he may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action. Each party will bear its own costs and expenses, including, without limitation, attorneys' fees, except as otherwise provided in Section XV of this Order.

7. Entry of this Order is in the public interest.

## II. Definitions

8. The following definitions apply to this Order:

- a. "Affected Consumer" means any consumer to whom the Defendants or their officers, agents, servants, employees, or attorneys sold or provided Mortgage Assistance Relief Products or Services between April 1, 2012 and the Effective Date.
- b. "Asset" means any legal or equitable interest in, right to, or claim to any real, personal, or intellectual property owned or controlled by, or held, in whole or in part, for the benefit of, or subject to access by any Defendant, wherever located, whether in the United States or abroad. This includes, but is not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, contracts, mail or other deliveries, shares of stock, commodities, futures, inventory, checks, notes, accounts, credits, receivables (as those terms are defined in the Uniform Commercial Code), funds, cash, and trusts, including, but not limited to, any trust held for the benefit of any Individual Defendant, any of the Individual Defendants' minor children, or any of the Individual Defendants' spouses.
- c. "Assisting others" includes, but is not limited to:
  - i. Consulting in any form whatsoever;
  - ii. Performing customer service functions including, but not limited to, receiving or responding to consumer complaints;
  - iii. Formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including, but not

limited to, any telephone sales script, direct mail solicitation, or the text of any Internet website, email, or other electronic communication;

- iv. Formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including, but not limited to, web or Internet Protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services;
- v. Providing names of, or assisting the generation of, potential customers;
- vi. Performing marketing, billing, or payment services of any kind; or
- vii. Acting or serving as an employee, independent contractor, owner, officer, director, manager, or principal.

d. "Commercial Telephone Solicitation" means:

- i. An unsolicited telephone call to a person for the purpose of inducing the person to purchase or invest in consumer goods or services;
- ii. Communication with a person where (1) a gift, award, or prize is offered or (2) a telephone call response is invited, and (3) the salesperson intends to complete a sale or enter into an agreement to purchase consumer goods or services during the course of the telephone call; or
- iii. Any other communication with a person that represents a price, quality, or availability of consumer goods or services and invites a response by telephone or which is followed by a call to the person by a salesperson.

- e. “Consumer Financial Product or Service” is synonymous in meaning and equal in scope to the definition of the term in Section 1002(5) of the CFPA, 12 U.S.C. § 5481(5), and, subject to applicable restrictions contained in the CFPA, includes, but is not limited to:
- i. Extending credit and servicing loans, including acquiring, purchasing, selling, brokering, or other extensions of credit (other than solely extending commercial credit to a person who originates consumer credit transactions);
  - ii. Providing real estate settlement services or performing appraisals of real estate or personal property;
  - iii. Providing financial advisory services (other than services relating to securities provided by a person regulated by the Securities and Exchange Commission or a person regulated by a state securities commission, but only to the extent that such person acts in a regulated capacity) to consumers on individual financial matters or relating to proprietary financial products or services (other than by publishing any bona fide newspaper, news magazine, or business or financial publication of general and regular circulation, including publishing market data, news, or data analytics or investment information or recommendations that are not tailored to the individual needs of a particular consumer), including—
    - (I) providing credit counseling to any consumer; and

- (II) providing services to assist a consumer with debt management or debt settlement, modifying the terms of any extension of credit, or avoiding foreclosure;
- iv. Collecting, analyzing, maintaining, or providing consumer report information or other account information, including information relating to the credit history of consumers, used or expected to be used in connection with any decision regarding the offering or provision of a Consumer Financial Product or Service; or
- v. Collecting debt related to any Consumer Financial Product or Service.
- f. “Corporate Defendants” means The Hoffman Law Group, P.A. (f/k/a The Residential Litigation Group, P.A.); Nationwide Management Solutions, LLC; Legal Intake Solutions, LLC; File Intake Solutions, LLC; and BM Marketing Group, LLC; and their successors and assigns.
- g. “Debt Relief Product or Service” means any product, service, plan, or program represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt or obligation, including, but not limited to, a tax debt or obligation, between a person and one or more creditors or debt collectors, including, but not limited to, a reduction in the balance, interest rate, or fees owed by a person to a creditor or debt collector.
- h. “Defendants” means the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination, and each of them by whatever names each might be known, and their successors and assigns.

- i. "Effective Date" means the date on which this Stipulated Final Judgment and Order as to Defendant Benn Willcox is signed by the Court.
- j. "Enforcement Director" means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his or her delegee.
- k. "Individual Defendants" means Michael Harper, Benn Willcox, and Marc Hoffman, individually, collectively, or in any combination, and each of them by any other names by which they might be known, and their successors and assigns.
- l. "Material fact" means any fact that is likely to affect a person's choice of, or conduct regarding, goods or services.
- m. "Mortgage Assistance Relief Product or Service" means any product, service, plan, or program, offered or provided to the consumer in exchange for consideration, that is represented, expressly or by implication, to assist or attempt to assist the consumer with any of the following:
  - i. Stopping, preventing, or postponing any mortgage or deed of trust foreclosure sale of the consumer's dwelling, any repossession of the consumer's dwelling, or otherwise saving the consumer's dwelling from foreclosure or repossession;
  - ii. Negotiating, obtaining, or arranging a modification of any term of a dwelling loan, including a reduction in the amount of interest, principal balance, monthly payments, or fees;
  - iii. Obtaining any forbearance or modification in the timing of payments from any dwelling loan holder or servicer on any dwelling loan;

- iv. Negotiating, obtaining, or arranging any extension of the period of time within which the consumer may: (i) cure his or her default on a dwelling loan, (ii) reinstate his or her dwelling loan, (iii) redeem a dwelling, or (iv) exercise any right to reinstate a dwelling loan or redeem a dwelling;
- v. Obtaining any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling;  
or
- vi. Negotiating, obtaining, or arranging: (i) a short sale of a dwelling, (ii) a deed-in-lieu of foreclosure, or (iii) any other disposition of a dwelling other than a sale to a third party who is not the dwelling loan holder.

The foregoing includes any manner of claimed assistance to consumers with respect to mortgages, including, but not limited to, auditing or examining a consumer's mortgage or home loan application.

- n. "Person" means an individual, partnership, company, corporation, association (incorporated or unincorporated), trust, estate, cooperative organization, or other entity.
- o. "Personal Property" means the items listed in Schedule A, attached to this Order. The items are the subject of the Agreed Motion For Leave to Liquidate Certain Personal Assets of Defendant Benn Willcox, filed with the Court.
- p. "Receiver" means Mark Bernet, Esq., or any person subsequently appointed by this Court as a Receiver in this action.
- q. "Related Consumer Action" means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency

brought against Defendants based on substantially the same facts as described in the Complaint.

- r. "Telemarketing" means any plan, program, or campaign that is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones, whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310.
- s. The words "and" and "or" will be understood to have both conjunctive and disjunctive meanings as necessary to make the applicable phrase or sentence inclusive rather than exclusive.

**ORDER**

**III. Permanent Ban on Offering Consumer Financial Products or Services**

**IT IS ORDERED** that:

- 9. Mr. Willcox, whether acting directly or indirectly, is permanently restrained from:
  - a. Advertising, marketing, promoting, offering for sale, or selling any Consumer Financial Product or Service, including any Mortgage Assistance Relief Product or Service or any Debt Relief Product or Service; and
  - b. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any Consumer Financial Product or Service, including any Mortgage Assistance Relief Product or Service or any Debt Relief Product or Service.
- 10. However, Paragraph 9 does not prohibit Mr. Willcox, if he is licensed or registered as a real estate broker or real estate agent, in accordance with state law, from:
  - (1) acting as a real estate agent or broker for a buyer, seller, lessor, or lessee of real

property; (2) bringing together parties interested in the sale, purchase, lease, rental, or exchange of real property; (3) negotiating, on behalf of any party, any portion of a contract relating to the sale, purchase, lease, rental, or exchange of real property (other than in connection with the provision of financing with respect to any such transaction); or (4) offering to engage in any activity, or act in any capacity, described in subparagraphs (1), (2), or (3) above.

#### **IV. Restrictions on Telemarketing**

**IT IS FURTHER ORDERED** that:

11. Mr. Willcox, whether acting directly or indirectly, is restrained from engaging in, participating in, or assisting others in Telemarketing or in any other Commercial Telephone Solicitation for a period of five years.
12. Mr. Willcox is permitted to engage in any activity that is exempt from the provisions of the Florida Telemarketing Act, Chapter 501, Part IV, Florida Statutes, pursuant to Section 501.604, Florida Statutes, that is not otherwise prohibited by this Order.
13. After five years, Mr. Willcox is permitted to engage in Telemarketing or other Commercial Telephone Solicitation only if he obtains a Commercial Telephone Salesperson license, as defined by Section 501.607, Florida Statutes, from the state of Florida, and only if said activities are in compliance with the Florida Telemarketing Act and the terms of this Order.
14. While he is permitted to work as a licensed Commercial Telephone Salesperson after five years, Mr. Willcox will never seek licensure, nor will he act as, a Commercial Telephone Seller, as defined by Section 501.603(2), Florida Statutes.

## **V. Prohibited Practices Relating to Offering Any Goods or Services**

**IT IS FURTHER ORDERED** that:

15. Mr. Willcox, whether acting directly or indirectly, is permanently restrained from:
- a. Misrepresenting or assisting others in misrepresenting, directly or indirectly, expressly or by implication, any material fact including, but not limited to:
    - i. The total costs to purchase, receive, or use any good or service;
    - ii. Any material restriction, limitation, or condition to purchase, receive, or use any good or service;
    - iii. Any material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy for any good or service;
    - iv. The income, profits, or sales likely to be achieved from any good or service; and
    - v. Any material aspect of the performance, efficacy, nature, or central characteristic of any good or service.
  - b. Assisting others to make any material misrepresentation in connection with the advertising, marketing, promotion, offering for sale, or sale of any good or service including, but not limited to, the misrepresentation listed in subparagraph (a) immediately above; and
  - c. Violating, or assisting others in violating, any federal or state consumer protection laws, including, but not limited to, any provision of the FDUTPA or Regulation O.

## **VI. Prohibited Use of Consumer Information**

**IT IS FURTHER ORDERED** that:

16. Mr. Willcox, whether acting directly or indirectly, may not disclose, use, or benefit from consumer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a consumer's account (including a credit card, bank account, or other financial account), that Defendants obtained before the Effective Date in connection with Consumer Financial Products or Services, Mortgage Assistance Relief Products or Services, or Debt Relief Products or Services offered or provided by the Defendants.

17. However, consumer information may be disclosed if requested by a government agency or required by law, regulation, or court order.

18. Mr. Willcox, whether acting directly or indirectly, may not attempt to collect, collect, sell, assign, or otherwise transfer any right to collect payment from any consumer who purchased or agreed to purchase Consumer Financial Products or Services, Mortgage Assistance Relief Products or Services, or Debt Relief Products or Services from Defendants.

## **VII. Order to Pay Redress**

**IT IS FURTHER ORDERED** that:

19. A judgment for equitable monetary relief is entered in favor of Plaintiffs and against Mr. Willcox, in the amount of \$11,730,579; however, this judgment will be automatically suspended upon satisfaction of the obligations in Paragraph 20 of this Section, subject to Section VIII of this Order.

20. Within ten days of the Effective Date, Mr. Willcox will turn over to the Receiver the Personal Property listed on Schedule A. The estimated value of said Personal Property is \$90,000.<sup>1</sup>

21. Mr. Willcox waives the right to recuperate or make any claim to any assets in the possession, custody, or control of the Receiver, including the Personal Property described above.<sup>2</sup>

22. With regard to Mr. Willcox's relinquishment of assets to the Receiver, if Mr. Willcox receives, directly or indirectly, any reimbursement or indemnification from any source, including, but not limited to, payment made under any insurance policy, or if Mr. Willcox secures a tax deduction or tax credit with regard to any federal, state, or local tax, Mr. Willcox must: (a) immediately notify the Enforcement Director in writing, and (b) within 20 days of receiving the funds or monetary benefit, transfer the full amount of such funds or monetary benefit ("Additional Payment") to the Bureau or to the Bureau's agent according to the Bureau's wiring instructions. The Additional Payment will be applied toward satisfaction of the judgment referenced in Paragraph 19. After the Bureau receives the Additional Payment, the amount of the suspended judgment referenced in Paragraph 19 will be reduced by the amount of the Additional Payment.

23. Any funds received by the Bureau in satisfaction of this judgment will be deposited into a fund or funds administered by the Bureau or to the Bureau's agent

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<sup>1</sup> The estimated values of the surrendered jewelry are based upon appraisals of replacement value conducted by a Certified Gemologist Appraiser for insurance purposes on November 15, 2013 and April 25, 2014, which has been furnished by Mr. Willcox. The estimated value of other assets was estimated and furnished by Mr. Willcox in a sworn declaration.

<sup>2</sup> Pursuant to the Court's Temporary Restraining Order, Mr. Willcox surrendered to the Receiver \$1,394.23 in cash and two jet skis and trailer, auctioned for \$16,770.00.

according to applicable statutes and regulations to be used for redress for injured consumers, including, but not limited to, refund of moneys, restitution, damages, or other monetary relief, and for any attendant expenses for the administration of any such redress.

24. If the Bureau determines, in its sole discretion, that providing redress to consumers is wholly or partially impracticable or if funds remain after the administration of redress is completed, the Bureau, after notifying Florida, may apply any remaining funds toward other equitable relief (including consumer information remedies) as determined to be reasonably related to the alleged violations described in the Complaint. Any funds not used for equitable relief will be deposited in the U.S. Treasury as disgorgement. Mr. Willcox will have no right to challenge the choice of remedies under this Section, and will have no right to contest the manner of distribution.

25. Payment of redress to any Affected Consumer under this Order may not be conditioned on that Affected Consumer waiving any right.

#### **VIII. Effect of Misrepresentation Regarding Financial Condition**

**IT IS FURTHER ORDERED** that:

26. The suspension of the monetary judgment entered in Section VII of this Order is expressly premised on the truthfulness, accuracy, and completeness of Mr. Willcox's financial statement and supporting documents submitted to Plaintiffs on September 19, 2014 and February 25, 2015 and Mr. Willcox's oral testimony provided on September 4, 2014 and November 19, 2014, which Mr. Willcox asserts are truthful, accurate, and complete.

27. The suspension of the monetary judgment entered in Section VII of this Order is further expressly premised on the truthfulness, accuracy, and completeness of Mr. Willcox's representations regarding the assets of the Corporate Defendants as of the Effective Date.

28. If the Court determines that Mr. Willcox has failed to disclose any material asset or that any of his financial statements contain any material misrepresentation or omission, including materially misstating the value of any asset, then the suspension of the monetary judgment entered in Section VII will be terminated, and the Bureau can seek to enforce in any Federal district court as immediately due and payable the full judgment entered in Paragraph 19 of this Order—\$11,730,579—less any amounts already paid under Section VII of this Order.

29. After the reinstatement of the monetary judgment under this Section, Plaintiffs will be entitled to interest on the judgment, computed from the Effective Date, at the rate prescribed by 28 U.S.C. § 1961, as amended, on any outstanding amounts not paid.

#### **IX. Order to Pay Civil Money Penalties**

**IT IS FURTHER ORDERED** that:

30. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the alleged violations of law described in the Complaint, and taking into account the factors in 12 U.S.C. § 5565(c)(3), Mr. Willcox must pay a civil money penalty of \$1.00 to the Bureau. This nominal penalty is based on Mr. Willcox's limited ability to pay following the entry of this Court's Ex Parte Temporary Restraining Order with Asset Freeze, as attested to in Mr. Willcox's financial statements.

31. Within 10 days of the Effective Date, Mr. Willcox must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.

32. The civil money penalty paid under this Order will be deposited in the Civil Penalty Fund of the Bureau as required by Section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).

33. Mr. Willcox must treat the civil money penalty paid under this Order as a penalty paid to the government for all purposes.

#### **X. Additional Monetary Provisions**

##### **IT IS FURTHER ORDERED** that:

34. In the event of any default on Mr. Willcox's obligations to make payment under this Order, interest computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.

35. Mr. Willcox must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Mr. Willcox.

36. Under 31 U.S.C. § 7701, Mr. Willcox, unless he has already done so, must furnish to Plaintiffs his taxpayer identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

37. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Mr. Willcox must notify the Enforcement Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that any Defendant paid or is required to pay to consumers

and describe the consumers or classes of consumers to whom that redress has been or will be paid.

38. Under Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), any consumer reporting agency may furnish a consumer report concerning Mr. Willcox to the Bureau or the Florida Attorney General, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

#### **XI. Reporting Requirements**

**IT IS FURTHER ORDERED** that:

39. For five years from the Effective Date, Mr. Willcox must notify the Bureau and Florida of any development that may affect compliance obligations arising under this Order, including, but not limited to, a dissolution, assignment, sale, merger, or other action relating to the Corporate Defendants that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate of the Corporate Defendants that engages in any acts or practices subject to this Order; the filing of any bankruptcy or insolvency proceeding by or against Mr. Willcox; or a change in Mr. Willcox's name or address. Mr. Willcox must provide this notice at least 30 days before the development or as soon as practicable after learning about the development, whichever is sooner.

40. Within 7 days of the Effective Date, Mr. Willcox must:

- a. Designate at least one telephone number and email, physical, and postal address as points of contact, which Plaintiffs may use to communicate with Mr. Willcox;

- b. Identify all businesses for which Mr. Willcox is the majority owner, or that Mr. Willcox directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
- c. Describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales;
- d. Identify Mr. Willcox's telephone numbers and all email, Internet, physical, and postal addresses, including all residences;
- e. Describe in detail Mr. Willcox's involvement in any business for which he performs services in any capacity or which he wholly or partially owns, including Mr. Willcox's titles, roles, responsibilities, participation, authority, control, and ownership.

41. For five years from the Effective Date, Mr. Willcox must report any change in the information required to be submitted under Paragraph 40 at least 30 days before the change or as soon as practicable after learning about the change, whichever is sooner.

## **XII. Order Distribution and Acknowledgment**

**IT IS FURTHER ORDERED** that:

42. Within 30 days of the Effective Date, Mr. Willcox, for any business for which he is the majority owner or which he directly or indirectly controls, must deliver a copy of this Order to each of its board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of this Order.

43. For five years from the Effective Date, Mr. Willcox, for any business for which he is the majority owner or which he directly or indirectly controls must deliver a copy of this Order to any business entity resulting from any change in structure referred to in

Section XI, any future board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who will have responsibilities related to the subject matter of this Order before they assume their responsibilities.

44. Mr. Willcox must secure a signed and dated statement acknowledging receipt of a copy of this Order, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. §§ 7001 *et seq.*, within 30 days of delivery, from all persons receiving a copy of this Order under this Section.

### **XIII. Recordkeeping**

**IT IS FURTHER ORDERED** that:

45. Mr. Willcox must create, for at least five years from the Effective Date, the following business records for any business for which Mr. Willcox, individually or collectively with any other Defendant, is a majority owner or which he directly or indirectly controls:

- a. All documents and records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Bureau and Florida;
- b. Copies of all sales scripts, training materials, advertisements, websites, and other marketing materials, including any such materials used by a third party on behalf of Mr. Willcox or his business; and
- c. Documents sufficient to demonstrate the experience of consumers interacting with Mr. Willcox, whether acting directly or through any sole proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, affiliate, or other entity, when Mr. Willcox advertised, promoted,

marketed, offered for sale, sold, or provided products or services to consumers.

46. Mr. Willcox must retain the documents identified in Paragraph 45 for at least five years.

47. Mr. Willcox must make the documents identified in Paragraph 45 available to the Bureau and Florida upon either Plaintiff's request.

#### **XIV. Notices**

**IT IS FURTHER ORDERED** that:

48. Unless otherwise directed in writing by Plaintiffs, Mr. Willcox must provide all submissions, requests, communications, or other documents relating to this Order in writing, with the subject line, "CFPB and State of Florida v. Harper, Willcox, et al., CASE NO. 14-80931-CIV-COHN-SELTZER," and send them either:

a. By first-class U.S. mail to the below address and contemporaneously by email to:

Assistant Director for Enforcement  
Consumer Financial Protection Bureau  
ATTENTION: Office of Enforcement  
1700 G Street, N.W.  
Washington D.C. 20552  
[Enforcement\\_Compliance@cfpb.gov](mailto:Enforcement_Compliance@cfpb.gov); and

Florida Attorney General  
c/o Director of Consumer Protection Division  
3507 East Frontage Road #325  
Tampa, Florida 33607  
[cpenforcement@myfloridalegal.com](mailto:cpenforcement@myfloridalegal.com)

b. By overnight courier (not the U.S. Postal Service) and contemporaneously by email, as follows:

Assistant Director for Enforcement  
Consumer Financial Protection Bureau

ATTENTION: Office of Enforcement  
1625 Eye Street, N.W.  
Washington D.C. 20006  
Enforcement\_Compliance@cfpb.gov; and

Office of the Attorney General  
c/o Director of Consumer Protection Division  
3507 East Frontage Road #325  
Tampa, Florida 33607  
cpenforcement@myfloridalegal.com

## **XV. Resolution of State Claims**

**IT IS FURTHER ORDERED** that:

49. Mr. Willcox shall pay civil penalties to the State of Florida, General Revenue Fund, in the following amounts:

- a. \$20,000 for settlement of state claims of violation of FDUTPA for Mr. Willcox's role in the creation and dissemination of false and misleading statements in direct mail pieces and on The Hoffman Law Group website; and
- b. \$5,000 for settlement of state claims of violation of FDUTPA for knowingly submitting a false commercial telephone seller license application to the Florida Department of Agriculture and Consumer Services.

50. In consideration of Mr. Willcox's compliance with the permanent injunctive relief mandated in this Order, and based upon the information supplied by Mr. Willcox in sworn financial statements submitted to Plaintiffs on September 19, 2014 and February 25, 2015, and in the interest of consumer restitution, the payment of \$25,000 of this penalty is suspended. However, the parties agree that the \$25,000 penalty shall be imposed and due and owing if Mr. Willcox is found to have provided false or misleading information about his financial condition, or if he violates any of the terms of Sections III through VI of this Order.

51. Florida reserves the right to seek investigative and attorneys' fees and costs upon default, or upon any future noncompliance. Time is of the essence in all payments required under this Order.

**XVI. Cooperation with Plaintiffs**

**IT IS FURTHER ORDERED** that:

52. Mr. Willcox must cooperate fully to help Plaintiffs to determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Mr. Willcox must provide such information in his or his agents' possession or control within 14 days of receiving a written request from either Plaintiff.

53. Mr. Willcox must cooperate fully with Plaintiffs in this matter and in any investigation related to or associated with the conduct described in the Complaint. Mr. Willcox must provide truthful and complete information, evidence, and testimony. Mr. Willcox must appear for interviews, discovery, hearings, trials, and any other proceedings that Plaintiffs may reasonably request upon five days' written notice, or other reasonable notice, at such places and times as Plaintiffs may designate, without the service of compulsory process.

**XVII. Cooperation with Receiver**

**IT IS FURTHER ORDERED** that:

54. Mr. Willcox, and his successors, assigns, officers, agents, directors, employees, salespersons, independent contractors, attorneys, and corporations, and all other persons or entities in active concert or participation with him, who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, or other device, or any of them, must fully cooperate with and assist the Receiver.

**XVIII. Compliance Monitoring**

**IT IS FURTHER ORDERED** that, to monitor Mr. Willcox's compliance with this Order, including the financial representations upon which the judgment for equitable monetary relief was suspended:

55. Within 14 days of receipt of a written request from one of the Plaintiffs, Mr. Willcox must submit additional requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
56. For purposes of this Section, Plaintiffs may communicate directly with Mr. Willcox, unless Mr. Willcox retains counsel related to these communications.
57. Mr. Willcox must permit Plaintiffs' representatives to interview any employee or other person affiliated with Defendants who has agreed to such an interview. The person interviewed may have counsel present.
58. Nothing in this Order will limit Plaintiffs' lawful use of compulsory process under 12 C.F.R. § 1080.6 or any other applicable law.

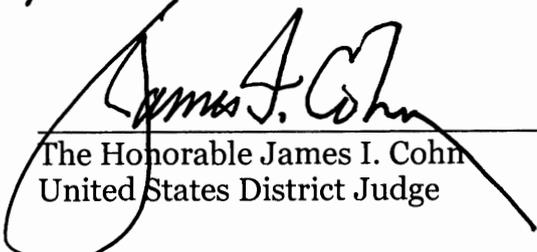
**XIX. Retention of Jurisdiction**

**IT IS FURTHER ORDERED** that this Court will retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

**XX. Final Judgment and Order**

Plaintiffs and Mr. Willcox have consented to the terms and conditions of this Order as set forth above and have consented to the entry thereof.

**IT IS SO ORDERED**, May 5, 2015.

  
The Honorable James I. Cohn  
United States District Judge

**Schedule A**

**List of Personal Property to be Relinquished  
to Receiver by Defendant Willcox**

- Zenith watch
- Breitling Bentley watch
- Breitling Super Avenger watch
- Rolex watch
- Tag watch
- Two-tone and diamond bracelet
- Diamond drop earrings
- Square diamond necklace
- Square diamond earrings
- Diamond necklace
- Diamond ring
- Diamond earrings
- Diamond pendant necklace
- Diamond bracelet
- Diamond hoop earrings
- Diamond studs
- Diamond teardrop necklace
- Chain
- Two-toned necklace
- Ring
- 380 Ruger
- Glock 45
- Computer – HP
- Sharp TV