



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

IN THE INVESTIGATION OF:

AGENCY FILE NO. L10-3-1179

**GHS SOLUTIONS, LLC, GHS DEBT SOLUTIONS
and ANTHONY K. SHEA,
Individually, and as Manager
of GHS SOLUTIONS, LLC,
and GHS DEBT SOLUTIONS,**

Respondents.

**ASSURANCE OF VOLUNTARY COMPLIANCE
FOR GHS SOLUTIONS, LLC,
GHS DEBT SOLUTIONS AND ANTHONY K. SHEA**

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Office of the Attorney General, Department of Legal Affairs, State of Florida ("Department" or "Attorney General") has investigated the business practices of the Respondents, GHS SOLUTIONS, LLC, GHS DEBT SOLUTIONS and ANTHONY K. SHEA, Individually, and as Principals, Owners, Managers and/or Directors of GHS SOLUTIONS, LLC, and GHS DEBT SOLUTIONS ("Respondents"), in connection with alleged unfair and deceptive trade practices.

GHS SOLUTIONS, LLC is an active Florida limited liability company with its principal place of business registered at 4733 West Atlantic Avenue, Delray Beach, FL 33445. ANTHONY

Initials TS

K. SHEA is a managing member of the entity. GHS DEBT SOLUTIONS is a Florida fictitious name owned by GHS SOLUTIONS, LLC.

ANTHONY K. SHEA is a natural person who is registered with the Florida Department of State, Division of Corporations, as a Manager and officer of GHS SOLUTIONS, LLC. As a Manager and officer of GHS SOLUTIONS, LLC, ANTHONY K. SHEA presently, and/or at all times material to this Office's investigation, participated in, controlled and/or possessed the authority to control GHS SOLUTIONS, LLC'S acts and practices. The Respondents, GHS SOLUTIONS, LLC, GHS DEBT SOLUTIONS and ANTHONY K. SHEA, agree to enter into this Assurance of Voluntary Compliance ("AVC") without an admission that they have violated the law in order to resolve the Attorney General's investigation of the Respondents, pursuant to Agency File No. L10-3-1179 and Section 501.207(6) of the Florida Statutes.

The Department, by the signature of her Deputy Attorney General affixed hereto, does hereby accept the instant AVC and in turn terminates the Attorney General's investigation as it concerns the Respondents by virtue of the authority vested in the Office of the Attorney General, pursuant to Section 501.207(6) of the Florida Statutes.

I. STIPULATED FACTS

The Department and Respondents hereby agree and stipulate to the following:

1. During the time frame beginning at least July 2006 through the Department's investigation, Respondents engaged in the business of marketing and providing debt settlement assistance to consumers in Florida and elsewhere.
2. The Department has investigated allegations that the Respondents failed to make timely payments to consumers' creditors, and did not provide sufficient services to consumers.
3. Respondents make no admission that they engaged in any wrongdoing or committed any violation of Florida Statute 501, Part II. This AVC contains neither findings of fact nor conclusions of law.

4. Respondents and the Department desire to resolve all issues arising during the course of this investigation.

5. This AVC is based upon the stipulated facts set forth in Paragraphs 1-4 above. The Department shall not be estopped from taking further action in this matter should the facts described herein be shown to be incorrect in any material way, or the AVC not be complied with in full by Respondents.

II. TERMS

6. The Respondents agree to immediately and permanently close GHS SOLUTIONS, LLC and GHS DEBT SOLUTIONS, including all office locations and internet websites. Upon conclusion of all pending litigation, Respondents shall dissolve GHS SOLUTIONS, LLC and GHS DEBT SOLUTIONS;

7. Respondents, including its representatives, agents, employees, successors, assigns, independent contractors or any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall immediately and permanently:

- a. Comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes;
- b. Comply with Florida Statutes Sections 817.801 through 817.805 relating to credit counseling services, including in particular (i) comply with the statutory caps relating to the maximum fees permissible for initial setup, initial consultation and/or monthly service fees, and (ii) timely disburse funds to the appropriate creditors as required under Florida Statutes Section 817.805;
- c. Comply with the Telemarketing Sales Rule, 16 C.F.R. §310, including, but not limited to, §310.3 relating to deceptive telemarketing acts or practices and §310.4 relating to abusive telemarketing acts or practices; and
- d. Cease marketing, advertising, offering, selling or providing any debt settlement, debt negotiation, or any debt related services to consumers in the State of Florida, with the clear understanding that this prohibition includes, but is not limited to, the soliciting and/or acceptance of funds from Florida consumers, the making of telephone sales calls and/or the acceptance of contracts from consumers involving debt settlement or negotiation services with Florida consumers.
- i. Respondents represent that all of its remaining clients were transferred to EFA Processing after October 27, 2010 and prior to the effective date of this Agreement

and that it has no involvement whatsoever with regard to the provision of any debt related services to said clients. Based on these representations, section II.7.d. is not applicable to Respondents solely with regard to clients who were transferred to EFA Processing after October 27, 2010 and prior to the effective date of this Agreement. This section shall not be construed as either a waiver of any private right, cause of action, or remedy of any private person against the Respondents or a waiver of Respondents' right to assert any lawful defenses in response to a claim of a consumer.

8. Respondents shall make the terms and conditions of this AVC known to any managers, members, officers, directors, employees, agents, independent contractors or anyone else acting for or on behalf of Respondents as well as anyone involved in an ownership, or employment capacity in any other businesses in which any Respondents were involved. The obligation imposed by this paragraph is continuing in nature and shall apply to new officers, employees, agents, representatives or any other persons who become engaged in the entity's business activities, including any future business activities in which Respondents engage.

9. It is further agreed by the parties that Respondents shall not affect any change in the form of doing business, or the organizational identity of any of the existing business entities, or create any new business entities, as a method of avoiding the terms and conditions set forth in this AVC.

10. Nothing in this AVC shall be construed as a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Respondents or any other person or entity.

III. STIPULATED PAYMENTS

11. The Parties agree that the Respondents shall jointly and severally contribute the sum of One Hundred Thousand Dollars (\$100,000.00) which shall be used to pay the remaining claims of individuals who have filed complaints against Respondents through entities including, but not limited to, the Department and the Better Business Bureau, and/or attorney's fees, investigative fees and costs. The

manner in which the funds are to be distributed shall be within the sole discretion and/or reasonable judgment of the Department.

12. Respondents shall make an initial payment of Twenty Five Thousand Dollars (\$25,000.00), made payable by cashier's check or other certified funds to the "**Department of Legal Affairs,**" at the time upon which Respondents affix their signatures to this document and shall deliver and/or mail the payment and executed AVC to the attention of Assistant Attorney General Katherine A. Kiziah, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

13. Thereafter, Respondents shall make an additional six equal payments of Twelve Thousand Five Hundred Dollars (\$12,500.00), the first payment being made on or before thirty (30) days following the date Respondents serve the Department with the initial payment and partially executed AVC, and each subsequent payment being made on or before thirty days following the prior payment, by either cashier's or other certified funds made payable to the "**Department of Legal Affairs.**" Respondents shall deliver and/or mail all payments to the attention of Assistant Attorney General Katherine A. Kiziah, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

14. The Respondents represent that since they became aware of this Office's investigation, on or around October, 2010, the Respondents refunded in excess of Two Hundred Eighty Nine Thousand Dollars (\$289,000.00) to consumers who wished to have their debt settlement assistance services contracts with the Respondents cancelled pursuant to the Respondents standard refund policy. The Respondents' interest in funds paid in conjunction with this AVC shall fully and completely divest when the AVC is fully executed by all Parties.

IV. PENALTIES

15. It is hereby agreed by the parties that any failure to comply with the terms and conditions of this AVC is by statute prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject Respondents, jointly and severally, to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs.

16. In addition, Respondents hereby agree and consent that in the event that Respondents fail to fully and timely perform the obligations set forth in this AVC in Paragraphs 6 through 15, inclusive, with time being of the essence in all respects, then Respondents shall be jointly and severally liable for an additional \$100,000.00 (One Hundred Thousand Dollars) in penalties, attorneys' fees and costs, and other relief, as allowed by law. The Department reserves the right to seek Chapter 501 penalties for any future violation(s) of Chapter 501, Part II, Florida Statutes.

17. In the event of any future violation of this AVC, Respondents, GHS SOLUTIONS, LLC, GHS DEBT SOLUTIONS and ANTHONY K. SHEA, shall pay reasonable attorney's fees and/or investigative costs which arise from said violation.

18. In the event of a finding of violation or noncompliance with this AVC, each of the members of GHS shall be held jointly and severally liable for all violations thereof.

V. BUSINESS RECORDS

19. Any personal or financial information provided by or relating to consumers in the custody or possession of Respondents shall be securely stored in such a manner as to reasonably protect against inadvertent disclosure of consumer information. Respondents including any representatives, agents, employees, successors, and assigns, shall not, directly or indirectly, market, sell, share or otherwise disclose the name, contact information, or financial information of any consumer who provided any personal or financial information or any monetary payment to Respondents.

20. Respondents agree to retain documents and other information reasonably sufficient to establish compliance with the provisions of this AVC for two (2) years, and shall provide reasonable access to such documents and information to the Department upon request without further legal process.

VI. CLOSURE OF INVESTIGATION

21. It is further agreed by the parties that upon the receipt of the agreed upon payments from Respondents, the Office of the Attorney General agrees to close its civil investigation into the activities of Respondents, as set forth above. The parties agree that this AVC has been entered into based on the truthfulness of the information provided by Respondents.

VII. EFFECTIVE DATE OF ASSURANCE OF VOLUNTARY COMPLIANCE

22. It is further agreed by the parties that the effective date of this AVC shall be the date of its execution and delivery by all the parties, including each of the parties reflected by the signature lines below. Acceptance by the Department shall be established by the signature of the Director of Economic Crimes. The receipt by the Department of any monies pursuant to the AVC does not constitute acceptance by the Director of Economic Crimes, and any monies received shall be returned to Respondents if this AVC is not accepted and executed by the Director of Economic Crimes.

23. It is further agreed that facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement.

VIII. NOTICE TO PARTIES

24. It is further agreed that future notice to any of the parties to this AVC may be made by notice sent certified mail to at the addresses set forth below unless either party notifies the other by certified mail of another address to which notices should be provided.

IX. CONSTRUCTION OF AGREEMENT

25. It is further agreed that the parties jointly participated in the negotiation of the terms of this AVC. No provision of this AVC shall be construed for, or against, any party, on the grounds that one party had more control over establishing the terms of this AVC, than another. This AVC may be signed in counterparts, which together shall constitute one agreement.

26. Nothing herein shall be construed as a waiver of any private right, cause of action, or remedy of any private person against the Respondents, GHS SOLUTIONS, LLC, GHS DEBT SOLUTIONS and ANTHONY K. SHEA, or their officers, directors or employees. Similarly, nothing contained herein shall waive the right of the Respondents, GHS SOLUTIONS, LLC, GHS DEBT SOLUTIONS and ANTHONY K. SHEA, to assert any lawful defenses in response to a claim of a consumer.

27. The Parties agree that all notices required hereunder shall be sufficient if given as provided below:

AS TO THE ATTORNEY GENERAL:

Katherine A. Kiziah
Assistant Attorney General
Office of the Attorney General
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401

AS TO THE RESPONDENT:

Robby H. Birnbaum, Esq., Counsel for Respondents
Greenspoon Marder, P.A.
100 West Cypress Creek Road, Suite 700
Fort Lauderdale, FL 33309

IN WITNESS WHEREOF, the Respondents, GHS SOLUTIONS, LLC, GHS DEBT

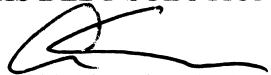
SOLUTIONS and ANTHONY K. SHEA, have caused this Assurance of Voluntary Compliance to be executed by an authorized representative, as a true act and deed, in the county and state listed below, as of the date affixed thereon.

GHS DEBT SOLUTIONS

Agreed to and signed this 6th day of September, 2012, 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 the Manager and Owner of GHS DEBT SOLUTIONS and that by my signature I am binding GHS DEBT SOLUTIONS to the terms and conditions of this AVC.

By:



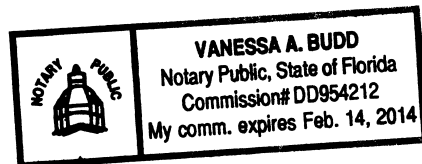
ANTHONY K. SHEA, MANAGER AND OWNER
GHS DEBT SOLUTIONS

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, this 6 day of Sept, 2012, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared ANTHONY K. SHEA who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.



NOTARY PUBLIC



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


Personally known _____ or Produced
Identification X (check one)

Type of Identification Produced: FLDL 5000 011 654660
+ 12/24/19

GHS SOLUTIONS, LLC

Agreed to and signed this 6th day of September, 2012, by the below-stated person who stated and affirmed as follows:

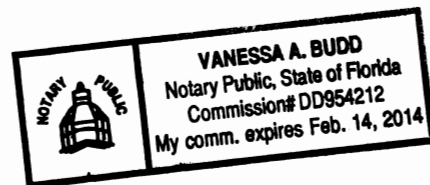
BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as the Manager and Owner of GHS SOLUTIONS, LLC and that by my signature I am binding GHS SOLUTIONS, LLC to the terms and conditions of this AVC.

By: 
ANTHONY K. SHEA, MANAGER AND OWNER
GHS SOLUTIONS, LLC

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, this 6th day of Sept, 2012, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared ANTHONY K. SHEA who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC



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

Personally known _____ or Produced
Identification ☒ (check one)

Type of Identification Produced: PL PL
5000 011654660
12/24/19

ANTHONY K. SHEA

BY MY SIGNATURE I hereby affirm that I am acting in my individual capacity, and that
by my signature I am binding myself, individually, to the terms and conditions of this AVC.

SIGNED this 6th day of September, 2012.



ANTHONY K. SHEA, INDIVIDUALLY

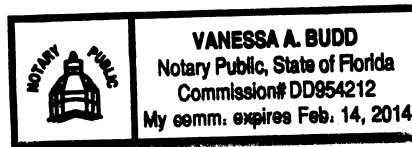
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, this 6 day of Sept 12, 2012, an officer duly
authorized to take acknowledgments in the State of Florida, personally appeared ANTHONY K.
SHEA who acknowledged before me that he executed the foregoing instrument for the
purposes therein stated.



NOTARY PUBLIC

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



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

FLDL 0000 011634666

~ 12/26/19

Witnessed:

By: _____

Robby H. Birnbaum, Esq., Counsel for Respondents

Bar Number 175889

Greenspoon Marder, P.A.

100 West Cypress Creek Road, Suite 700

Fort Lauderdale, FL 33309

(954) 491-1120 (Main Telephone)

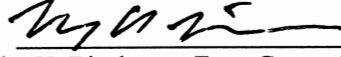
(954) 343-6959 (Direct Telephone)

(954) 343-6960 (Direct Facsimile)

Robby.Birnbaum@gmlaw.com

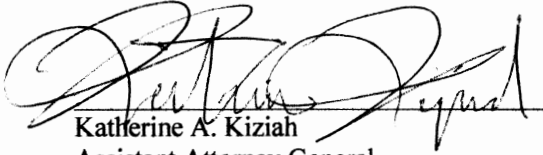
Witnessed:

By: _____


Robby H. Birnbaum, Esq., Counsel for Respondents
Bar Number 175889
Greenspoon Marder, P.A.
100 West Cypress Creek Road, Suite 700
Fort Lauderdale, FL 33309
(954) 491-1120 (Main Telephone)
(954) 343-6959 (Direct Telephone)
(954) 343-6960 (Direct Facsimile)
Robby.Birnbaum@gmlaw.com

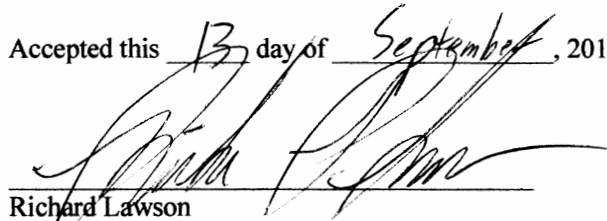
FOR THE OFFICE OF THE ATTORNEY GENERAL

Signed this 12 day of September, 2012



Katherine A. Kiziah
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0017585
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5000, Ext. 124
Facsimile No.: (561) 837-5109
Electronic mail: katherine.kiziah@myfloridalegal.com

Accepted this 13 day of September, 2012



Richard Lawson
Director of Economic Crimes
State of Florida Office of the Attorney General
The Capitol, Tallahassee, Florida 32399-1050