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IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY

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

Plaintiff,

v.

Case No. 2014-CA-2774

DAVID GOTHARD, *et al.*,

Defendants.

**SUMMARY FINAL JUDGMENT AGAINST DEFENDANTS ACTIVELIGHT, INC. F/K/A
ACTIVISION TV, INC., AD MEDIA DISPLAYS, INC., LOCKE CONSULTING GROUP,
INC., CONNECT HDTV, INC., ACTIVELIGHT TV, LLC, ACTIVISION DISPLAYS, INC.,
ADCO FINANCIAL CORP., AND DENICE HETKOWSKI**

This matter came before the Court upon the Plaintiff State of Florida's Motion for Summary Final Judgment Against Defendants Activelight, Inc. f/k/a Activision TV, Inc., Ad Media Displays, Inc., Locke Consulting Group, Inc., Connect HDTV, Inc., Activelight TV, LLC, Activision Displays, Inc., ADCO Financial Corp., and Denice Hetkowski ("Motion"). The Court, having reviewed the Motion, the affidavits and other evidence previously submitted, the pleadings and papers filed in this matter, and being otherwise fully advised in the premises, the Court finds as follows:

1. On February 14, 2020 this Court entered a default against Defendants Activelight, Inc. f/k/a Activision TV, Inc., Ad Media Displays, Inc., Locke Consulting Group, Inc., Connect HDTV, Inc., Activelight TV, LLC, Activision Displays, Inc., ADCO Financial Corp., and Denice Hetkowski ("Defaulted Defendants" ¹) for their failure to

¹ This court entered a Stipulated Final Consent Decree and Permanent Injunction Against Defendant David Gothard on February 25, 2020. (Dkt. 318).

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TALLAHASSEE, FL

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defend this action as pursuant to Rule 1.500(b) of the Florida Rules of Civil Procedure. (Dkt. 314) ("Default").

2. The Defaulted Defendants, per the First Amended Complaint (Dkt. 105), are as follows:

- a. Defendant Hetkowski is a natural person that resided in Florida since at least January, 2012. Hetkowski was a direct participant in the improper dealings alleged in the First Amended Complaint, and conspired with other principals to commit unlawful acts. Hetkowski was a director and officer of the business-entity Defendants (defendants Activelight, Inc. f/k/a Activision TV, Inc., Ad Media Displays, Inc., Locke Consulting Group, Inc., Connect HDTV, Inc., Activelight TV, LLC, Activision Displays, Inc., ADCO Financial Corp.). She began employment with one or more of the business-entity Defendants since at least January 1, 2003. (§ 6)
- b. Defendant Activelight, Inc. (f/k/a Activision TV, Inc.), a foreign corporation, was incorporated in Delaware on or about October 10, 2006. It was registered to transact business in the State of Florida on or about September 7, 2007. Its authority to transact business in the State of Florida was revoked on or about September 25, 2015. Its headquarters and last known principal place of business is 5400 Yahl Street, Suite C and/or D, Naples, Florida 34109. (§ 7).
- c. Defendant Ad Media Displays, Inc., a foreign corporation, was incorporated in Wyoming on or about July 6, 1999. It was registered to transact business in Florida since on or about February 13, 2004. On or

about January 11, 2008, it withdrew its authority to transact business or conduct affairs in Florida. On or about August 1, 2013, it filed another application to transact business in Florida, falsely stating that the date it first transacted business in Florida was "none." On or about February 23, 2015 (shortly after the filing of this lawsuit), it again withdrew its authority to transact business or conduct affairs in Florida. Its headquarters and last known principal place of business is 5400 Yahl Street, Suite G, Naples, Florida 34109. (¶ 8).

- d. Defendant Activision Displays, Inc. (f/n/a Adco Leasing, Inc., f/n/a Adco Financial, Inc., f/n/a Activision TV, Inc.), a foreign corporation, was incorporated in Nevada on or about October 23, 2000. It had facilities in Naples, Florida, and conducted its marketing and sales activities from Florida, but does not appear to have registered to transact business in Florida. Its status as a Nevada corporation is "revoked." (¶ 9).
- e. Defendant Connect HDTV, Inc. (f/n/a Activision Systems, Inc. and f/n/a Activision TV Inc.), a domestic Florida corporation, was incorporated on or about August 31, 2006. It was administratively dissolved on or about September 28, 2012 for failure to file its annual report. Its headquarters and principal place of business was located at 5400 Yahl Street, Suite C, Naples, Florida 34109. (¶ 10).
- f. Defendant Activelight TV, LLC, a foreign limited liability company, was organized under Delaware law on or about November 16, 2007. It was authorized to transact business in the State of Florida on or about April 11,

2011. Its authority to transact business in Florida was administratively dissolved on or about September 27, 2013 for failure to file its annual report. Its headquarters and principal place of business was located at 5400 Yahl Street, Suite C, Naples, Florida 34109, and 2089 Pine Ridge Road, Naples, Florida 34109. (§ 11).

g. Defendant ADCO Financial Corp., a foreign corporation, was incorporated in Nevada on or about February 7, 2005. Its status as a Nevada corporation is “revoked.” (§ 12).

h. Defendant Locke Consulting Group, Inc., a foreign corporation, was incorporated in Nevada on or about December 22, 1998. It was registered to transact business in Florida on or about December 5, 2002. Its registration to transact business in Florida was revoked on or about September 16, 2005 for failure to file its annual report. It filed another application to transact business in Florida on or about March 24, 2011, and falsely stated that the first date it transacted business in Florida was March 1, 2011. It was reinstated to transact business in Florida on or about March 24, 2011. Its headquarters and last known principal place of business is 5400 Yahl Street, Suite C, Naples, Florida 34109. Its status as a Nevada corporation is “revoked.” (§ 13).

3. Once the Default was entered, the Defaulted Defendants had no further standing to contest the factual allegations of the Plaintiffs claim for relief. See *Wiseman v. Stocks*, 527 So. 2d 904, 906 (Fla. 1st DCA 1988). Liability is conclusively adjudicated by the default. See 5 Fla. Prac., Civil Practice § 9:5 (2020 ed.).

4. Specifically, the Default conclusively established the civil liability against the remaining Defaulted Defendants for violations of the Florida RICO Act in this enforcement action. See First Am. Compl. Counts I and III (Dkt. 105) (filed Oct. 15, 2016).

5. The Default also conclusively established the civil liability against the business-entity defendants for violations of the Florida Securities and Investor Protection Act (FSIPA) and for violations of the Florida Deceptive and Unfair Trade Practices Act (FDUTPA) in this enforcement action. See Am. Compl. Counts IV and V, respectively (Dkt. 105) (filed Oct. 15, 2016).

6. The remaining task for this Court is to enter a final judgment, and apply the equitable remedies of the Florida RICO Act against the Defaulted Defendants, and to apply the equitable remedies of the FSIPA and FDUTPA against the business-entity defendants.

7. Final judgments after default may be entered by the court at any time. See Fla. R. Civ. P. 1.500(e). "If it is necessary to take an account or to determine the amount of damages or to establish the truth of any averment by evidence or to make an investigation of any other matter to enable the court to enter judgment or to effectuate it, the court may receive affidavits, make references, or conduct hearings as it deems necessary and must accord a right of trial by jury to the parties when required by the Constitution or any statute." Fla. R. Civ. P. 1.500(e).

8. No jury trial is required for the remedies in the Motion. "[I]t is well established that where the right or remedy is equitable in nature there is no right to a jury trial. *Hawkins v. Rellim Inv. Co.*, 92 Fla. 784, 110 So. 350 (Fla.1926); *Hathorne v. Panama*

Park Co., 44 Fla. 194, 32 So. 812 (Fla.1902); *Hughes v. Hannah*, 39 Fla. 365, 22 So. 613 (Fla.1897); *Wiggins v. Williams*, 36 Fla. 637, 18 So. 859 (Fla.1896). Thus, actions in equity do not fall within the protection of Article I, Section 22, of the Florida Constitution (1968) guaranteeing the right to a jury trial.” *Hansard Const. Corp. v. Rite Aid of Florida, Inc.*, 783 So. 2d 307, 308 (Fla. 4th DCA 2001).

9. The Defaulting Defendants have failed to defend the allegations against them in the 137-page, 206-paragraph First Amended Complaint. Thus, all of the allegations contained therein are hereby established for the purposes of entering this final judgment. Specifically, the Defaulting Defendants operated a series of schemes whereby they obtained millions from investors based on wholesale misrepresentations about virtually every aspect of running a business. See Motion ¶¶ 10-12. The Defaulting Defendants’ failure to defend now constitutes undisputed facts that since at least 1999 they obtained **\$8,148,673.88** from investors based on misrepresentations, deceit, and fraud. These monies constitute ill-gotten gains and are losses directly attributable to the actions of the Defaulting Defendants, and are causally connected to the causes of action.

10. This Court hereby enters all findings necessary to effectuate this final judgment, including findings under section 895.05(1)(e), Florida Statutes. Specifically, the court finds that the board members and/or managerial agents (including Defendant Hetkowski and as further alleged in the First Amended Complaint) acting on behalf of the business-entity defendants, in conducting the affairs of the business-entity defendants, authorized or engaged in conduct in violation of section 895.03, Florida Statutes (“Prohibited activities and defense” under the Florida RICO Act), and that, for the prevention of

future criminal activity, the public interest requires judicial dissolution of Florida corporation Connect HDTV, Inc. and revocation of the certificates to transact business of Activelight, Inc. (f/k/a Activision TV, Inc.), Ad Media Displays, Inc., Locke Consulting Group, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp.

11. There is no genuine issue of any material fact, and Plaintiff is entitled to a judgment as a matter of law.

IT IS THEREUPON ORDERED AND ADJUDGED as follows:

12. Plaintiff's Motion for final judgment against the Defaulting Defendants is hereby GRANTED.

13. This Court has jurisdiction over the Defaulting Defendants and service of process has been validly effected against said Defendants.

14. Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs, is entitled to a judgment in its favor and against defendants Activelight, Inc. f/k/a Activision TV, Inc., Ad Media Displays, Inc., Locke Consulting Group, Inc., Connect HDTV, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp. in the amount of **\$8,148,673.88**, jointly and severally, which represents restitution and disgorgement owed to victims of the Defaulting Defendants.

15. Accordingly, Plaintiff shall have and recover from defendants Activelight, Inc. f/k/a Activision TV, Inc., Ad Media Displays, Inc., Locke Consulting Group, Inc., Connect HDTV, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp. the total sum of **\$8,148,673.88**, jointly and severally.

16. A final judgment is hereby ENTERED in favor of Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs, and against defendants

Activelight, Inc. f/k/a Activision TV, Inc., Ad Media Displays, Inc., Locke Consulting Group, Inc., Connect HDTV, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp. in the total amount of \$8,148,673.88, jointly and severally, for all of which amount let execution issue forthwith.

17. The sums awarded herein shall bear interest at the rate of 6.03% per year² in accordance with section 55.03, Florida Statutes.

18. The enterprise was an ongoing organization of the business-entity defendants and the Locke International Trusts.

19. Activelight, Inc. (f/k/a Activision TV, Inc.), Ad Media Displays, Inc., Locke Consulting Group, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp. are hereby divested of any and all interest in the enterprise and/or ownership in each other, whose interest(s) shall inure to the benefit of innocent persons. See § 895.05(1)(a), Fla. Stat.

20. Denice Hetkowski is immediately and permanently divested of any interest in the enterprise and/or ownership of Activelight, Inc. (f/k/a Activision TV, Inc.), Ad Media Displays, Inc., Locke Consulting Group, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp., whose interest shall inure to the benefit of innocent persons. See § 895.05(1)(a), Fla. Stat.

21. The Plaintiff's causes of action specifically provide for permanent injunctive relief, and the Plaintiff has prevailed in this matter. Accordingly,

a. Denice Hetkowski, Activelight, Inc. (f/k/a Activision TV, Inc.), Ad Media

² <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

Displays, Inc., Locke Consulting Group, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp. are hereby permanently enjoined from engaging in any activities involving or connected with the solicitation and collection of investments or securities. See § 895.05(1)(b), Fla. Stat. ("Any circuit court may, after making due provision for the rights of innocent persons, enjoin violations of the provisions of s. 895.03 by issuing appropriate orders and judgments, including, but not limited to: (b) Imposing reasonable restrictions upon the future activities or investments of any defendant, including, but not limited to, prohibiting any defendant from engaging in the same type of endeavor as the enterprise in which the defendant was engaged in violation of the provisions of s. 895.03.").

b. Denice Hetkowski, Activelight, Inc. (f/k/a Activision TV, Inc.), Ad Media Displays, Inc., Locke Consulting Group, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp. are hereby permanently enjoined from violating, aiding or abetting the violation of, and conspiring to violate any provisions of the Florida RICO Act.

c. Denice Hetkowski, Activelight, Inc. (f/k/a Activision TV, Inc.), Ad Media Displays, Inc., Locke Consulting Group, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp. are hereby permanently enjoined from engaging in the Ad Media Displays Scheme as described in paragraphs 20-58 of the First Amended Complaint, the Activision Nevada Scheme as described in paragraphs 59-71 of the First Amended Complaint, the Activision Delaware Scheme as described in paragraphs 72-107 of the First Amended Complaint,

and the Fraudulent Documents Scheme as described in paragraphs 108-146 of the First Amended Complaint. See § 895.05(1)(b), Fla. Stat. ("Any circuit court may, after making due provision for the rights of innocent persons, enjoin violations of the provisions of s. 895.03 by issuing appropriate orders and judgments, including, but not limited to: (b) Imposing reasonable restrictions upon the future activities or investments of any defendant, including, but not limited to, prohibiting any defendant from engaging in the same type of endeavor as the enterprise in which the defendant was engaged in violation of the provisions of s. 895.03.").

d. For the purposes of this paragraph, "investment" is defined by section 517.301(2), Florida Statutes (2019), and a "security" is defined by section 517.021(22), Florida Statutes (2019).

22. Florida corporation Connect HDTV, Inc. is hereby judicially dissolved.
23. The certificates and any other authority of Activelight, Inc. (f/k/a Activision TV, Inc.) to transact business in Florida is hereby revoked.
24. The certificates and any other authority of Ad Media Displays, Inc. to transact business in Florida is hereby revoked.
25. The certificates and any other authority of Locke Consulting Group, Inc. to transact business in Florida is hereby revoked.
26. The certificates and any other authority of Activelight TV, LLC to transact business in Florida is hereby revoked.
27. The certificates and any other authority of Activision Displays, Inc. to transact business in Florida is hereby revoked.

28. The certificates and any other authority of ADCO Financial Corp. to transact business in Florida is hereby revoked.

29. All property, real or personal, including money, of Activelight, Inc. (f/k/a Activision TV, Inc.), Ad Media Displays, Inc., Locke Consulting Group, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp. is hereby forfeited. See § 895.05(2), Fla. Stat. All assets are to be surrendered by the defendants to counsel for the Plaintiff within 45 days. At the expiration of 45 days Plaintiff shall provide this Court with an inventory, and promptly submit a plan to distribute the assets (if any) of the business-entity defendants to investors and any other innocent persons. Upon approval of the plan to distribute assets, Activelight, Inc. (f/k/a Activision TV, Inc.), Ad Media Displays, Inc., Locke Consulting Group, Inc., Activelight TV, LLC, Activision Displays, Inc., and ADCO Financial Corp. shall promptly effectuate all transfers necessary pursuant to such distribution plan. See, e.g., § 895.09, Fla. Stat. ("Disposition of funds obtained through forfeiture proceedings").

30. The Court hereby reserves jurisdiction of this matter to:

- a. Determine a plan for payment of restitution and/or disgorgement to investors and any other innocent persons;
- b. Order a preliminary and/or final distribution of any funds or assets held;
- c. Enforce the terms of the permanent injunction; and
- d. Hold hearings and enter orders as appropriate in this action.



eSigned by Kiner, Elizabeth V on 11/20/14 CA-202774-0061-XX 09/11/2020 15:39:17 POU2182

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IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY

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

Plaintiff,

v.

Case No. 11-2014-CA-2774

ACTIVELIGHT, INC. f/k/a ACTIVISION TV,
INC., a Delaware corporation, DAVID
GOTHARD, an individual, AD MEDIA
DISPLAYS, INC., a Wyoming corporation,
ACTIVISION DISPLAYS, INC., a Nevada
corporation, LOCKE CONSULTING GROUP,
INC., a Nevada corporation, CONNECT HDTV,
INC., a Florida corporation, ADCO
FINANCIAL CORP., a Nevada corporation,
ACTIVELIGHT TV, LLC, a Florida limited
liability company, and DENICE HETKOWSKI,
an individual,

Defendants.

**STIPULATED FINAL CONSENT DECREE AND PERMANENT INJUNCTION
AGAINST DEFENDANT GOTHARD**

The Plaintiff STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS ("DEPARTMENT"), and individual Defendant DAVID
GOTHARD have jointly moved this Court for the entry of this Consent Decree. The parties
represent that they have the authority to enter into this Consent Decree.

Now, therefore, upon the consent of the parties hereto,

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

1. The DEPARTMENT is an agency of the State of Florida and an enforcing authority of
the Florida RICO (Racketeer Influenced and Corrupt Organization) Act, Chapter 895, Florida
Statutes; the Florida Securities and Investor Protection Act, Chapter 517, Florida Statutes; the

Florida Deceptive and Unfair Trade Practices Act (Chapter 501, Part II), Florida Statutes; and the Florida Anti-Fencing Act, sections 812.012-812.037, Florida Statutes.

2. Defendant GOTHARD is a resident of the state of Florida and is over the age of 18 and resides at 100 Barefoot Williams Road Unit 111, Naples, Florida 34113. His email address is dgothardamd@aol.com. Defendant GOTHARD transacted business in Florida.

3. In a civil action brought under section 895.05, Florida Statutes, by the Department of Legal Affairs, any party to such action may petition the court for entry of a consent decree or for approval of a settlement agreement. The proposed decree or settlement shall specify the alleged violations, the future obligations of the parties, the relief agreed upon, and the reasons for entering into the consent decree or settlement agreement. *See* § 895.05(9)(c), Fla. Stat.

I. ALLEGED VIOLATIONS

4. In its complaint filed on December 22, 2014 (Dkt. 2), as amended on October 16, 2015 (Dkt. 105), the DEPARTMENT alleges the DEFENDANTS violated the Florida RICO (Racketeer Influenced and Corrupt Organization) Act, Chapter 895, Florida Statutes. The DEPARTMENT also brought a count under the Florida Securities and Investor Protection Act, alleging multiple violations of section 517.301, Florida Statutes against GOTHARD and the business-entity Defendants. The DEPARTMENT also brought a count under the Florida Deceptive and Unfair Trade Practices Act (Chapter 501, Part II, Florida Statutes) ("FDUTPA") against GOTHARD and the business-entity Defendants. Finally, the DEPARTMENT also alleged a civil theft claim against Defendant GOTHARD.

II. DEFINITIONS

5. As used in this Consent Decree:

6. "Person" means any natural person; public or private corporation, whether or not organized for profit; partnership; association; cooperative; joint venture; trust; sole proprietorship; or other legal entity. With respect to a business entity, the term "person" includes any natural person acting formally or informally as an employee, officer, agent, attorney or other representative of the business entity.

7. "Investors" means any Person that gave, or committed to give, monies or property to the business-entity Defendants with an expectation of an economic benefit, including but not limited to any shareholders, noteholders, or secured or unsecured creditors.

8. "Security(ies)" means a security as defined under section 517.021(21), Florida Statutes (2019).

III. REASONS FOR ENTERING CONSENT DECREE

9. The DEPARTMENT and Defendant GOTHARD have consented to the entry of this Consent Decree.

10. The parties expressly acknowledge that this Consent Decree does not resolve any issues that are not the subject of this civil enforcement suit, including but not limited to any criminal proceedings (and/or any appeals), including any proceedings by the Florida Office of Statewide Prosecution.

11. This Court, pursuant to Chapters 895, 517, 501, 812 and/or 817, Florida Statutes, has determined there is no just reason for delay in entering this Consent Decree.

12. The DEPARTMENT hereby acknowledges having received from Defendant GOTHARD financial affidavits regarding his financial condition. Specifically, the DEPARTMENT has financial affidavits dated December 15, 2018; March 25, 2019; June 25, 2019; and September 28, 2019. Additionally, the DEPARTMENT acknowledges having reviewed Defendant

GOTHARD's affidavit of indigency dated August 15, 2016 filed in *State of Florida v. Gothard*, 2016-CF-1194 (Collier Co. Cir. Ct.). Based on these financial affidavits, the DEPARTMENT acknowledges that Defendant GOTHARD's cash assets during this period range from a low of \$150.00 to a high of \$350.00, and his liabilities currently exceed \$330,000. The DEPARTMENT further acknowledges that Defendant GOTHARD does not claim an ownership interest, stocks, shares, or membership interest of any kind in the business-entity Defendants in this matter.

13. The DEPARTMENT's agreement to and the Court's approval of this Consent Decree are expressly premised upon the truthfulness, accuracy, and completeness of Defendant GOTHARD's financial affidavits, all of which Defendant GOTHARD asserts are truthful, accurate, and complete. Defendant GOTHARD and the DEPARTMENT stipulate that Defendant GOTHARD's financial affidavits provide the basis for the monetary judgment stated herein and that the DEPARTMENT has relied on the truthfulness, accuracy, and completeness of Defendant GOTHARD's financial affidavits.

14. The declared purpose of the Florida RICO Act was to target organized crime and its infiltration and corruption of legitimate business. *See Hagopian v. Justice Admin. Comm'n*, 18 So. 3d 625, 640 (Fla. 2d DCA 2009). Any circuit court may, after making due provision for the rights of innocent persons, enjoin violations of the provisions of section 895.03, Florida Statutes, by issuing appropriate orders and judgments, including, but not limited to: ordering any defendant to divest himself or herself of any interest in any enterprise, including real property; and imposing reasonable restrictions upon the future activities or investments of any defendant, including, but not limited to, prohibiting any defendant from engaging in the same type of

endeavor as the enterprise in which the defendant was engaged in violation of the provisions of section 895.03, Florida Statutes. See § 895.05, Fla. Stat.

15. "The legislative purpose of the Florida Securities and Investor Protection Act was, as its title makes clear, to protect the public from fraudulent and deceptive practices in the sale and marketing of securities." *Arthur Young & Co. v. Mariner Corp.*, 630 So. 2d 1199, 1203 (Fla. 4th DCA 1994) (citations omitted). "As such, it is to be given a broad and liberal interpretation to effectuate its purpose." *Id.* In addition to all other means provided by law for enforcing any of the provisions of chapter 517, when the Attorney General, upon complaint or otherwise, has reason to believe that a person has engaged or is engaged in any act or practice constituting a violation of section 517.301, Florida Statutes, the Attorney General may investigate and bring an action to enforce this provision under section 517.191, Florida Statutes. Such an action may be brought to obtain injunctive relief, restitution, civil penalties, and any remedies provided for section 517.191, Florida Statutes. Under section 517.191, Florida Statutes, when it appears that a person has engaged or is about to engage in any act or practice constituting a violation of chapter 517, the Attorney General can enjoin such person or persons from continuing such fraudulent practices or engaging therein or doing any act or acts in furtherance thereof or in violation of chapter 517.

16. The purpose of FDUTPA is to "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." § 501.202(2), Fla. Stat. (2018). To that end, "reasonable restrictions upon the future activities of any defendant to impede her or him from engaging in or establishing the same type of endeavor" are permitted by FDUTPA, and courts may "order any defendant to divest herself or himself of any interest in

any enterprise.” § 501.207(3), Fla. Stat. (2018). Prohibiting business activities is constitutional when the limitation is rationally related to the State’s objective of preventing deceptive practices. *Fraternal Order of Police v. Dept. of State*, 392 So. 2d 1296, 1302 (Fla. 1980).

17. A permanent injunction is appropriate.

18. Defendant GOTHARD enters into this Consent Decree freely and without coercion. Defendant GOTHARD acknowledges that he has read, understands, and is prepared to abide by the provisions of this Consent Decree and has had the opportunity to review the same with counsel of his choosing prior to entry of this Consent Decree.

19. The Parties stipulated and agreed to this Consent Decree without trial or adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising from the Complaint to the date of this Consent Decree.

20. Defendant GOTHARD waives all rights to seek judicial review or otherwise challenge or contest the validity of this Consent Decree.

21. This Consent Decree is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any proceedings that the DEPARTMENT may initiate to enforce this Consent Decree.

22. The injunctive language and the monetary components set forth below apply to Defendant GOTHARD.

IV. JURISDICTION

23. This Court has jurisdiction over the subject matter herein, and over Defendant GOTHARD.

V. APPLICABILITY

24. This Consent Decree does not release or impair the rights or causes of action any nonparty to this action may have against Defendant GOTHARD, including but not limited to Investors.

**VI. FUTURE OBLIGATIONS OF DEFENDANT GOTHARD AND
AGREED-UPON RELIEF**

A. Divestiture of Interests

25. To avoid any ambiguity now or in the future, Defendant GOTHARD is hereby divested of all interests in the property of the following entities: ACTIVELIGHT, INC. f/k/a ACTIVISION TV, INC., a Delaware corporation; AD MEDIA DISPLAYS, INC., a Wyoming corporation; ACTIVISION DISPLAYS, INC., a Nevada corporation; LOCKE CONSULTING GROUP, INC., a Nevada corporation; CONNECT HDTV, INC., a Florida corporation; ADCO FINANCIAL CORP., a Nevada corporation; ACTIVELIGHT TV, LLC, a Florida limited liability company; any parents or subsidiaries of the foregoing, including AMD GLOBAL LLC; the Locke International Trust dated April 26, 2007 (executed on April 26, 2007); and the Locke International Trust dated April 26, 2007 (executed on July 5, 2011).

B. Injunctive Relief

26. The Court hereby permanently enjoins Defendant GOTHARD, directly or indirectly, from the following:

- a. starting any new corporations or other business entities, or being listed as an officer, member, manager, partner or agent on any corporations or other business entities.

- b. starting any new businesses (whether incorporated or not).
- c. applying for any license to sell securities.
- d. selling securities.
- e. engaging in any act of soliciting money towards investments, new corporations, charitable purposes, or any business (whether incorporated or not).
- f. having contact with:
 - a. Barbara J. Baker
 - b. Shari Boyer
 - c. Steven Engstrom
 - d. Paul C. Franks
 - e. Carmen Joy Gugliuzza
 - f. Glenna Martin
 - g. James "Jim" Martin
 - h. Klaus Mehlhorn
 - i. Patricia Monti
 - j. Patricia Perry
 - k. Richard Robinson
 - l. Samuel Sanders
 - m. David Teitelbaum; and
 - n. Eugene Willis.

27. Defendant GOTHARD is prohibited from further communications with the Investors except as necessary to defend claims or suits. This prohibition includes requesting any

additional funds from Investors, or making unsubstantiated representations about the availability of funds to repay Investors.

28. Defendant GOTHARD is permanently enjoined from violating, aiding or abetting the violation of, or conspiring to violate any provisions of Chapter 895, Florida Statutes ("Offenses Concerning Racketeering and Illegal Debts"); from violating, aiding or abetting the violation of, or conspiring to violate any provisions of Chapter 817, Florida Statutes ("Fraudulent Practices"); from violating, aiding or abetting the violation of, or conspiring to violate any provisions of Chapter 517, Florida Statutes ("Securities Transactions"); from engaging in, aiding or abetting the violation of, or conspiring to violate any provisions of Chapter 501, Florida Statutes ("Consumer Protection"); and from violating, aiding or abetting the violation of, or conspiring to violate any provisions of Chapter 812, Florida Statutes ("Theft, Robbery, and Related Crimes").

29. Defendant GOTHARD is prohibited from engaging in the enterprise alleged in the Complaint.

**C. Restitution to Investors, Civil Penalties,
and Attorney's Fees and Costs**

30. Judgment is hereby entered in favor of the DEPARTMENT and against Defendant GOTHARD in the amount of \$200,000 as consumer restitution, civil penalties and attorney's fees and costs plus interest as prescribed under section 55.03, Florida Statutes (2019), for which let execution issue forthwith; provided, however, this judgment shall be suspended upon Defendant GOTHARD's compliance with the Injunctive Relief and his standard conditions of probation as well as the following special conditions of probation in *State of Florida v. Gothard*, 2016-CF-1194 (Collier Co. Cir. Ct.), including but not limited to Defendant GOTHARD's payment of restitution to victims, court costs, cost of prosecution, and cost of investigation in accordance with the payment schedule in *State of Florida v. Gothard*, 2016-CF-1194 (Collier

Co. Cir. Ct.). This suspension is based upon Defendant GOTHARD's inability to pay the full judgment as demonstrated by the financial affidavits provided to the DEPARTMENT and is contingent upon Defendant GOTHARD's full compliance with the terms and conditions of this Consent Decree.

VII. NONDISCHARGEABILITY

31. Defendant GOTHARD agrees that his financial obligations under this Consent Decree is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7). Defendant GOTHARD further agrees not to object to or otherwise dispute any claim for non-dischargeability of his financial obligations under this Consent Decree in any voluntary or involuntary bankruptcy proceedings. In any bankruptcy proceeding relating to the non-dischargeability of the Payment, Defendant GOTHARD stipulates that the allegations of the Amended Complaint and the findings of this Court may be taken as true and correct without further proof. Further, Defendant GOTHARD agrees that the facts alleged in the Amended Complaint establish all elements necessary to find his financial obligations under this Consent Decree is not subject to discharge pursuant to section 523(a)(2)(A) of the Bankruptcy Code, and this Consent Decree will have collateral estoppel effect for such purposes.

VIII. COMPLIANCE AND ACCESS

32. For the purpose of determining or securing compliance with this Consent Decree, from time to time as is reasonably necessary and upon written request by the authorized representatives of the DEPARTMENT, the DEPARTMENT shall, upon written request and on reasonable notice to Defendant GOTHARD, be permitted: access during regular business hours to inspect and copy all records and documents in the possession, custody, or under the control of Defendant GOTHARD, relating to any matters contained in this Consent Decree.

33. In addition to the rights under this Consent Decree, the DEPARTMENT may obtain discovery from any Person, including Defendant GOTHARD, in the manner provided in the Florida Rules of Civil Procedure in aid of this Consent Decree.

34. Defendant GOTHARD shall execute any documents necessary to fulfill the requirements of this Consent Decree without court order.

IX. RELEASE

35. The DEPARTMENT and Defendant GOTHARD mutually release each other from all civil claims that were brought in this action, or could have been brought based upon the facts alleged in this action. Defendant GOTHARD waives and releases any claims he may have against the DEPARTMENT's employees, representatives, or agents. Defendant GOTHARD agrees that this Consent Decree does not entitle him to seek attorney's fees.

X. RETENTION OF JURISDICTION

36. Jurisdiction is retained by this Court for the purpose of enabling the DEPARTMENT to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction of any of the provisions hereof, for the enforcement of compliance herewith, or for the punishment of violations hereof.

37. Any failure to comply with the terms and conditions of this Consent Decree is by statute prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject Defendant GOTHARD to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any provision of this Consent Decree has occurred, then Defendant GOTHARD shall be liable for up to \$10,000 per violation in civil penalties, as well as any additional attorney's fees and costs, and other relief as may be allowed by law. In addition,

any violation of this Consent Decree does not preclude the DEPARTMENT from pursuing any other action, relief, or sanction available to the DEPARTMENT for any act which, independent of this Consent Decree, would constitute a violation of the laws of Florida.

38. If, upon motion by the DEPARTMENT, this Court finds that Defendant GOTHARD failed to divest himself of the interests in paragraph 25; failed to make any of the payments listed in paragraph 30; has violated any of the injunctive provisions listed in paragraphs 26-29; or has made material misstatements in Defendant GOTHARD's financial affidavits, including the value of any asset, or has made any material misrepresentation, or omitted material information concerning a financial condition by failing to disclose any asset that should have been disclosed in Defendant GOTHARD's financial affidavits, or made any other material misstatement or omission in Defendant GOTHARD's financial affidavits, the suspension of the monetary judgment entered in paragraph 30 shall be terminated and a modified judgment will be entered holding Defendant GOTHARD liable to the DEPARTMENT in the amount of \$200,000 less any amounts paid for restitution by Defendant GOTHARD as documented by the Florida Department of Corrections, Offender Obligations/Payment History ledger. The parties agree to seek reinstatement of the monetary judgment without requesting further adjudication and to include terms that the judgment shall become immediately due and payable by Defendant GOTHARD, and that the DEPARTMENT shall be entitled to interest computed from the day of entry of this Consent Decree at the rate prescribed under section 55.03, Florida Statutes (2019), on the unpaid balance.

39. This document is signed in anticipation of this Consent Decree being submitted to the Court for approval, without necessity of hearing, which is hereby WAIVED by all parties. The signatures below indicate the parties' consent and agreement to this Consent Decree.

28. Defendant GOTHARD will not appeal or otherwise seek to avoid, void, or overturn the Consent Decree and will cooperate in effecting the entry of the Consent Decree. The Effective Date of this Consent Decree is the date upon which the Consent Decree is entered by the Court.

PUBLIC INTEREST

40. Entry of this Consent Decree is in the public interest.

Agreed to:

By: *David Gothard*
David Gothard, individually

Dated: Feb. 18, 2020

STATE OF FLORIDA)
COUNTY OF Collier)

BEFORE ME, an officer duly authorized to take acknowledgements in the State of Florida, David Gothard, personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 18 day of February, 2020.

Kerri Anne Hart
NOTARY PUBLIC



Personally known _____ or Produced Identification Driver's License (check one)

Type of Identification Produced: Driver's License

OFFICE OF THE ATTORNEY GENERAL

Agreed to:

By: 

Nicholas J. Weilhammer

Special Counsel

OFFICE OF THE ATTORNEY GENERAL

Department of Legal Affairs

The Capitol – PL-01

Tallahassee, Florida 32399-1050

Dated: Feb. 25, 2020

By: 

Patricia A. Conners

Deputy Attorney General

OFFICE OF THE ATTORNEY GENERAL


Department of Legal Affairs

The Capitol – PL-01

Tallahassee, Florida 32399-1050

Dated: Feb. 25, 2020

Dated this 25 day of Feb, 2020.


The Hon. Elizabeth V. Krier
Circuit Court Judge

cc: All parties via the Florida Courts E-Filing Portal