

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

BETH FORRY,

CASE NO.: 01-7089-CIV-LENARD

Plaintiff,

vs.

FEDERATED FINANCIAL SERVICES, INC.,

Defendant.

_____/

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

and

SARAH HOFFMAN, TAREN BUSICK,
LYNDA FLEEK and BRANDY WILCOX,

Judgment Creditors,

vs.

FEDERATED FINANCIAL SERVICES, INC.,

Judgment Debtor,

_____/

**AGREED JOINT MOTION OF JUDGMENT CREDITORS', SARAH HOFFMAN,
NOW KNOWN AS SARAH HODGSON, TAREN BUSICK, NOW KNOWN AS
TAREN PAVESE, LYNDA FLEEK AND BRANDY WILCOX, NOW KNOWN AS
BRANDY STALLINGS, AND JUDGMENT DEBTOR, FEDERATED FINANCIAL
SERVICES, INC. , ITS PRINCIPALS AND AFFILIATES, TO APPROVE
SETTLEMENT AGREEMENT BETWEEN THEM AS INCORPORATED
HEREIN**

Judgment Creditors, Sarah Hoffman, now known as Sarah Hodgson, Taren Busick,
now known as Taren Pavese, Lynda Fleek and Brandy Wilcox, now known as Brandy
Stallings ("Judgment Creditors"), and Judgment Debtor, Federated Financial Services,

Inc. ("Judgment Debtor") (Judgment Creditors and Judgment Debtor shall collectively be referred to as the Settling Parties"), along with its principals, (1) Steven Miller ("Miller"), on behalf of himself, and as President of Judgment Debtor, (2) Marge Eisenberg ("Eisenberg"), and (3) Anthony G. Coleman, Jr. ("Coleman") (Miller, Eisenberg and Coleman shall collectively be referred to herein as the "Judgment Debtor's Principals"), along with the following legal entities of which they each, either individually or collectively, own, manage or control: (a) Equipment Leasing Services, Inc. ("ELS"), (b) CME Advertising, Inc. ("CMEA"), (c) IT Management, Inc. ("ITM") (d) Federated Financial Services Credit Counseling Corp. ("FFSCCC"), (e) Equipment Management & Leasing, Inc. ("EML"), (f) IT Management Services, Inc. ("ITMS"), (g) Federated Financial Counseling Services, Inc. ("FFCS"), (h) Federated Financial, Inc. ("FF"), (i) Federated Financial Debt Management Group, Inc. ("FFDMG"), and (j) IT Management, Inc. ("ITM") and any and all other affiliated legal entities (whether identified or unidentified herein) that are affiliated with each of them, whether singularly or collectively, through either ownership, management or control (collectively the "Judgment Debtor's Affiliates"), do hereby jointly move for the entry of an Order by this Court approving the Settlement Agreement, incorporated herein with operative settlement terms set forth in bold, in the form annexed as Exhibit A hereto, resolving the disputes between the parties, for good and valuable consideration, and who hereby stipulate and agree as follows:

THE CONSENT DECREE AND JUDGMENT

WHEREAS Judgment Debtor had failed to pay \$111,525.00, plus accruing interest, in damages (the "Unpaid Balance") due to the Judgment Creditors by February 21, 2005, pursuant to a Consent Decree (D.E. #266) obtained by the United States Equal

Employment Opportunity Commission (the "EEOC"), on their behalf on August 5, 2004 awarding them \$250,000 (the "Award Amount") (D.E. #266, ¶¶22 through 26).

WHEREAS, on January 25, 2010, Magistrate Judge Edwin G. Torres entered a Supplemental Report and Recommendation (the "Supplemental Report") recommending that this Court enter a final judgment in favor of Judgment Creditors and against Judgment Debtor in the amount of \$111,525.00 plus interest accruing at the statutory rate from February 21, 2005, and to issue a writ of execution on the final judgment (D.E. #334).

WHEREAS, on February 25, 2010, this Court adopted the Supplemental Report by the entry of an Omnibus Order (D.E. #336) (the "Initial Judgment"), in which Final Judgment was entered in favor of Judgment Creditors and against Judgment Debtor, in the amount of \$111,525.00, plus interest accruing at the statutory rate from February 21, 2005, the date Defendant first defaulted on its payments to Plaintiff-Intervenors under the Consent Decree, for which sum let execution issue. The amount of interest accruing at the statutory rate from February 21, 2005 (the default date under the consent decree) until the date of the entry of the Initial Judgment on February 25, 2010 was \$51,235.93.

WHEREAS, in order to have the form of the Initial Judgment comply with certain requirements set forth in Fla. Stat. §§55.01 & 55.03, on March 19, 2010, this Court subsequently entered Final Judgment (D.E. #344) upon the Initial Judgment (D.E. #336), in favor of Judgment Creditors, and against Judgment Debtor, in the total amount of \$162,760.93, plus 6% statutory interest accruing thereafter, for which sum let execution issue (the "Subsequent Judgment").

WHEREAS, Judgment Debtor neither timely moved for rehearing of, nor sought an appeal from or stay of either the Initial Judgment or the Subsequent Judgment, both of which are now final and valid.

JUDGMENT CREDITORS' SECURITY
INTEREST IN THE ASSETS OF JUDGMENT DEBTOR

WHEREAS, certified copies of the Initial Judgment were recorded in the Public Records of Broward County on March 8, 2010 in Official Record Book 46925, pages 624 through 627, and of the Subsequent Judgment on March 24, 2010 in Official Record Book 46965, pages 1548 through 1550, thereby creating and securing a valid judicial lien on all the real property of the Judgment Debtor in Broward County, Florida.

WHEREAS, on March 12, 2010 a judicial lien certificate upon the Initial Judgment, which also extends to entry of the Subsequent Judgment, was filed with Florida's Secretary of State under Document Number J10000402385 thereby creating and securing a valid judicial lien on all the personal property of the Judgment Debtor wherever located.

WHEREAS, pursuant to both the Initial Judgment and Subsequent Judgment, on April 16, 2010, the Judgment Creditors had issued and delivered a Writ of Execution (the "Writ") (D.E. #363) to the United States Marshals, in their capacity as sheriffs for the purposes of executing upon the Writ, and all county Sheriffs located in the State of Florida, which Writ was returned to the Judgment Creditors unsatisfied on May 10, 2010 (D.E. #377).

THE BANK OF AMERICA WRIT OF GARNISHMENT

WHEREAS, on March 1, 2010, the Judgment Creditors then filed an Ex Parte Motion for Entry of Writ of Garnishment (the "Initial Bank of America Motion"),

pursuant to Fla. Stat. §77.03 [D.E. #348, previously #338 as sealed document], and the Clerk of this Court issued a Writ of Garnishment (the “Initial Bank of America Writ”) [D.E. #349, previously #339 as sealed document] that was served on the Garnishee, Bank of America, N.A. (“Bank of America”).

WHEREAS, on March 4, 2010, Bank of America filed its Answer and Demand for Attorneys’ Fees to the Initial Writ, which was served upon it on March 1, 2010 (the “Initial Bank of America Answer”)[D.E. #342] stating that it held \$3,227.90 (the “Bank of America Garnished Funds”) in an account (ending #2175).

WHEREAS, on March 5, 2010, the Judgment Creditors, pursuant to Fla. Stat. §77.055, timely served and filed the Notice of Serving the Initial Motion, the Initial Writ, and the Initial Answer (the “Initial Bank of America Notice”) [D.E. #343] to Judgment Debtor and its counsel, by mail, advising them that the Judgment Debtor “must move to dissolve the Writ of Garnishment within 20 days of March 5, 2010, if any allegation in the Motion for Writ of Garnishment is untrue.”

THE SUBSEQUENT BANK OF AMERICA WRIT OF GARNISHMENT

WHEREAS, simultaneously with the entry of the Subsequent Judgment, the Court entered an Order denying without prejudice the Initial Bank of America Motion [D.E. #345].

WHEREAS, on April 6, 2010, the Judgment Creditors again filed a Motion for the Entry of a Writ of Garnishment (the “Subsequent Bank of America Motion”) [D.E. #352] based upon the Subsequent Judgment and the Initial Judgment [D.E. #336 and #344] and the Clerk of this Court issued a Writ of Garnishment (the “Subsequent Bank of America Writ”) [D.E. #353] that was served on the Garnishee, Bank of America, on April 7, 2010.

WHEREAS, on April 12, 2010, Garnishee, Bank of America filed an Answer and Demand for Attorney's Fees to the Subsequent Writ served April 7, 2010 (the "Subsequent Bank of America Answer") [D.E. #358] stating that the Garnished Funds were already being held by the Bank pursuant to the Initial Writ served March 1, 2010 [D.E. #348].

WHEREAS, on April 12, 2010, and pursuant to Fla. Stat. §77.055, the Judgment Creditors again served Notice of their Serving of the Subsequent Motion, Subsequent Writ, and Subsequent Answer (the "Subsequent Bank of America Notice") [D.E. #359] to the Judgment Debtor and its counsel, by mail, advising them that the Judgment Debtor "must move to dissolve the Writ of Garnishment within 20 days of April 12, 2010, if any allegation in the Motion for Writ of Garnishment is untrue."

WHEREAS, at no time subsequent to the service of both the Initial and Subsequent Bank of America Notices, has Judgment Debtor timely moved to dissolve either the Initial or Subsequent Bank of America Writs by the respective deadlines set forth in the Initial and Subsequent Bank of America Notices provided to the Judgment Debtor, as required by Fla. Stat. §77.055 [D.E. #343 and #359].

THE MOTION FOR FINAL JUDGMENT ON THE BANK OF AMERICA WRITS

WHEREAS, on May 6, 210, Judgment Creditors moved [D.E. #371] for Judgment Final Judgment of Garnishment on the Bank of America Writs (the "Motion for Final Judgment on Bank of America Writs").

WHEREAS, Judgment Debtor failed to timely file a response to the Motion for Final Judgment on Bank of America Writs.

WHEREAS, on May 26, 2010, this Court referred the Motion for Final Judgment on Bank of America Writs for ruling to Magistrate Judge William C. Turnoff [D.E. 394].

WHEREAS, on June 3, 2010, the Court set the Motion for Final Judgment on Bank of America Writs to be heard before Judge Turnoff on July 6, 2010 [D.E. #400] (the "Hearing on Motion for Final Judgment on Bank of America Writs").

THE TD BANK WRIT OF GARNISHMENT

WHEREAS, on May 24, 2010, the Judgment Creditors filed an Ex Parte Motion for Entry of Writ of Garnishment, under Seal (the "TD Bank Motion"), pursuant to Fla. Stat. §77.03 [D.E. #387 as a sealed document], and the Clerk of this Court issued a Writ of Garnishment (the "TD Bank Writ") [D.E. #387 as a sealed document] that was served on the Garnishee, TD Bank ("TD Bank"), on May 26, 2010 [D.E. 403-1, pg. 6-9].

WHEREAS, on June 1, 2010, TD Bank filed its Answer and Demand for Attorneys' Fees to the TD Bank Writ, which was served upon it on May 26, 2010 (the "Initial TD Bank Answer") [D.E. #403-1] stating that it held only \$1,058.14 (the "Initial TD Bank Garnished Funds") in an account (ending #5995).

WHEREAS, on June 7, 2010, the Judgment Creditors, pursuant to Fla. Stat. §77.055, timely served and filed the Notice of Serving the TD Bank Motion, the TD Bank Writ, and the Initial TD Bank Answer (the "Initial TD Bank Notice") (D.E. #403) to Judgment Debtor and its counsel, by mail, advising them that the Judgment Debtor "must move to dissolve the Writ of Garnishment within 20 days of June 7, 2010, if any allegation in the Motion for Writ of Garnishment is untrue."

WHEREAS, on June 7, 2010, TD Bank filed its Amended Answer and Demand for Attorneys' Fees to the TD Bank Writ, which was served upon it on May 26, 2010 (the "Amended TD Bank Answer") [D.E. #403-1] stating that it now held \$12,831.39, rather than the previously stated amount of \$1,058.14 (the "Amended TD Bank Garnished Funds") in an account (ending #5995).

WHEREAS, on June 8, 2010, the Judgment Creditors, pursuant to Fla. Stat. §77.055, timely served and filed the Notice of Serving the TD Bank Motion, the TD Bank Writ, and the Amended TD Bank Answer (the “Subsequent TD Bank Notice”) (D.E. #405) to Judgment Debtor and its counsel, by mail, advising them that the Judgment Debtor “must move to dissolve the Writ of Garnishment within 20 days of June 8, 2010, if any allegation in the Motion for Writ of Garnishment is untrue.”

THE DISSOLUTION MOTION

WHEREAS, on June 4, 2010, Federated first filed a Motion to Dissolve Writs of Garnishment [D.E. #386-393], or Alternatively To Stay with Incorporated Memorandum of Law and Request for Expedited Hearing (the “Dissolution Motion “)[D.E. #402].

THE MOTION TO STRIKE THE DISSOLUTION MOTION

WHEREAS, to the extent the Dissolution Motion sought to untimely dissolve the Bank of America Writs, or belatedly attempted to otherwise respond to the Motion for Final Judgment on the Bank of America Writs, Judgment Creditors on June 13, 2010 moved to have that portion of the Dissolution Motion directed toward the Bank of America Writs stricken as an untimely and unauthorized nullity, under (1) Fla. Stat. §77.07(2), and (2) Local Rule 7.1(C) (the “Motion to Strike”). [D.E. #409].

THE MOTION FOR FINAL JUDGMENT ON THE TD BANK WRIT

WHEREAS, further contained within the Motion to Strike, Judgment Creditors (a) responded to the Dissolution Motion to the extent it was applicable to the TD Bank Writ, and (b) also moved for Final Judgment of Garnishment on the TD Bank Writ (the “Motion for Final Judgment on TD Bank Writ”) [D.E. # 409].

WHEREAS, on June 18, 2010, this Court referred the Dissolution Motion [D.E. #402], the Motion to Strike and the Motion for Final Judgment on TD Bank Writ [D.E. #409] for ruling to Magistrate Judge William C. Turnoff [D.E. #442].

THE MOTION FOR THE APPOINTMENT OF RECEIVER

WHEREAS, on June 14, 2010, Judgment Creditors filed their Second Amended Ex Parte Motion For Post Judgment Appointment of Receiver over Judgment Debtor, and Incorporated Memorandum of Law, pursuant to Fed. R. Civ. P. 66 and Fla. Stat. §56.10 (D.E. #436) (the "Receivership Motion").

WHEREAS, on June 18, 2010, this Court referred the Receivership Motion [D.E. #436] for ruling to Magistrate Judge William C. Turnoff [D.E. #442].

THE MOTION TO COMPEL DISCOVERY

WHEREAS, on June 14, 2010, Judgment Creditors filed a Motion Pursuant to Fed.R.Civ.P. 37 and 69, to Compel the Production of Documents Pursuant to a Subpoena Duces Tecum in Aid of Execution Directed Toward Judgment Debtor, and to Compel the Attendance of Judgment Debtor's President Steven Miller and Chief Financial Officer, Anthony Coleman, at Depositions in Aid of Execution, and Incorporated Memorandum of Law in Support of the Same (D.E. #423) (the "Motion to Compel")

WHEREAS, on June 18, 2010, this Court referred the Receivership Motion [D.E. #423] for ruling to Magistrate Judge William C. Turnoff [D.E. #442].

THE MOTION FOR PROTECTIVE ORDER

WHEREAS, on June 22, 2010, Judgment Creditors filed a Motion for Protective Order. Pursuant to Fed.R.Civ.P. 26(B)(1) & (C)(1) from Post Judgment Discovery by Judgment Debtor against Them, and Incorporated Memorandum of Law (D.E. #446) (the "Motion for Protective Order").

WHEREAS, on June 23, 2010, this Court referred the Motion for Protective Order for ruling to Magistrate Judge William C. Turnoff [D.E. #448].

THE SETTLEMENT AGREEMENT

WHEREAS, each party to this Settlement Agreement, including Judgment Creditors, Judgment Debtor, Judgment Debtor's Principals, and Judgment Debtor's Affiliates each represent and warrant that (1) they have the capacity, authority and ability to enter into this Settlement Agreement, (2) have been represented by counsel, who has explained the terms of this Settlement Agreement to them, and that they understand the terms of the Settlement Agreement that they are executing, and (3) that each of the executing parties and their counsel had an equal part in the negotiating and drafting of the terms of this Settlement Agreement, and that no party to this Settlement Agreement shall have any terms construed against them on the basis that they or their counsel drafted this Settlement Agreement.

WHEREAS, each party to this Settlement Agreement, including Judgment Creditors, Judgment Debtor, Judgment Debtor's Principals, and Judgment Debtor's Affiliates, stipulate and agree that (a) this Settlement Agreement may be executed in counterparts, (b) the use of a facsimile copy of a party's executed signature to this Settlement Agreement is as valid as the execution and use of the original of the same, (c) time is of the essence with respect to the approval, performance and enforcement of this Settlement Agreement, and (d) this Settlement Agreement shall be enforced and interpreted in accordance with the laws of the State of Florida.

WHEREAS, the Settling Parties have agreed to a settlement of this dispute that will result in and require Judgment Debtor to:

(a) immediately pay to the Judgment Creditors, upon execution of this settlement agreement, without waiting for approval of this settlement, \$3,387.56 in collection costs incurred by the Judgment Creditors in connection with enforcement and collection upon the Consent Decree and Judgments (the "Collection Costs"), which Collection Costs shall be payable by wire transfer to Judgment Creditors counsel's Trust Account, as per the wiring instructions to be provided to Judgment Debtor, through its counsel,

(b) consent to the entry of an Order (in the form set forth in the attached proposed Agreed Order Approving the Settlement Agreement) authorizing and commanding the Garnishees, Bank of America and TD Bank, to immediately release to Judgment Creditors those garnished funds and monies presently being held and frozen by Garnishees, Bank of America, in the amount of \$3,227.90 (the "Bank of America Garnished Funds"), and TD Bank, in the amount of \$12,831.39 (the "TD Bank Garnished Funds"), at accounts Judgment Debtor maintains at those banks, pursuant to writs of garnishment served upon them in this matter, and described herein, less those amounts that the Garnishees are statutorily entitled to under Fla. Stat. Chapter 77, to retain as attorneys fees incurred in connection with the garnishments served upon them herein, and that have not already been retained by the deposits made by Judgment Creditors with the Court at the time of the issuance of the respective Writs of Garnishment (the "Net Garnished Funds"), which Net Garnished Funds shall be payable by wire transfer to Judgment

Creditors counsel's Trust Account, as per the wiring instructions to be provided to Garnishees, through each of their respective counsel,

(c) pay the Unpaid Balance of \$111,525.00, less the Net Garnished Funds received by Judgment Creditors (the "Net Unpaid Balance"), to Judgment Creditors in eighteen (18) equal monthly payments, with the first payment to begin 30 days from the execution of this Settlement Agreement, without waiting for the approval of this Settlement Agreement by this Court, with each such monthly payment payable by wire transfer to Judgment Creditors counsel's Trust Account, as per the wiring instructions to be provided to Judgment Debtor, through its counsel.

WHEREAS, until the complete payment of all of the Collection Costs, the Net Garnished Funds, and the Net Unpaid Balance (the "Complete Settlement Amount") to Judgment Creditors, the Judgments entered in this matter, along with any and all judgment liens on real and personal property of Judgment Debtor, and writs of execution in connection with the Judgments, shall remain fully intact, valid and enforceable, and nothing contained herein shall be interpreted to affect, or otherwise impair, the validity, priority and extent of said Judgments, liens and Writs.

WHEREAS, this Court shall retain jurisdiction to enforce (a) upon all parties to this Settlement Agreement each and every obligation set forth herein, and (b) the Judgments against Judgment Debtor, its Principals and Affiliates, in the event Judgment Debtor defaults upon or otherwise fails to meet its obligations under this Settlement Agreement, including the issuance of any Proceedings Supplementary, and discovery in aid of execution, upon Judgment Debtor, its Principals and

Affiliates, and anyone shown to have come into possession of the assets of the Judgment Debtor, from the time Judgment Debtor's first defaulted under the Consent Decree, until such time as the full Judgment Amounts, including any accruing interest, costs and legal fees, are paid in full, or have been otherwise satisfied under the terms of this Settlement Agreement.

WHEREAS, in order to enforce Judgment Debtor's obligations to make complete payment of the Complete Settlement Amount to Judgment Creditors, the Settling Parties have agreed that if Judgment Debtor shall fail to make any timely payment (including, but not limited to, the monthly payments due under this Settlement Agreement), then after Judgment Creditors first provide to Judgment Debtor's counsel (and only Judgment Debtor's counsel) written notice (that may be made by either email, facsimile or U.S. mail) of said default on the part of the Judgment Debtor that it has failed to timely make any of the required payments due under this Settlement Agreement, then Judgment Debtor shall have five (5) (non-business) days to cure said default, and if Judgment Debtor fails to timely cure said default within those five days by delivering payment of good and cleared funds of that missing payment amount to Judgment Debtor's counsel, then Judgment Creditors, upon their counsel's submission of an ex parte affidavit of non-payment (the "Affidavit of Non Payment"), will thereafter be entitled to the immediate ex parte entry of an Order from this Court appointing a Receiver over Judgment Debtor, its assets, and affairs (the "Receivership Order"), which form of proposed Receivership Order shall be submitted by Judgment Creditors to the Court, along with the Affidavit of Non Payment.

WHEREAS, Judgment Debtor, along with each and every one of Judgment Debtor's Principals, and Judgment Debtor's Affiliates, and any and all other legal entities of which they each, either individually or collectively, own, manage or control (whether or not specifically identified herein) hereby stipulate, agree and consent to the waiver and tolling of any statute of limitation or laches defense that may be asserted in this, or any other court (whether said court is Federal, State, bankruptcy, domestic or foreign) with respect to any cause of action to recover any fraudulent or preferential payments or transfers (as those terms are defined under applicable state, Federal or foreign law), made by, for or on behalf of Judgment Debtor, whether directly or indirectly, to any of its Principals, the Principal's family members, Judgment Debtor's Affiliates, or any and all other legal entities of which they each, either individually or collectively, own, manage or control (whether or not specifically identified herein), that is brought by either (a) Judgment Creditors, (b) their assignees, successors, or heirs, or (c) any trustee, creditors committee, receiver, assignee for the benefit of creditors, or similar estate fiduciary, that may be appointed in this proceeding, or in any insolvency, receivership, bankruptcy, or assignment for the benefit of creditors proceedings, under state, Federal or foreign law. This provision will expire ninety one (91) days after the recordation of the Satisfaction of Judgment that will be delivered to Judgment Debtor by Judgment Creditors, pursuant to the following paragraph below, following the good and clear receipt by Judgment Creditors of the Complete Settlement Amount.

WHEREAS, by executing this Settlement Agreement, the Judgment Debtor's Principals and Judgment Debtor's Affiliates do not intend, nor is this Settlement Agreement and Order, intended to (a) make them liable, either individually or

collectively, for Judgment Debtor's debt to the Judgment Creditors under either the Judgment or this Settlement Agreement, or (b) constitute an admission that any of them have actually received any fraudulent or preferential payments from the Judgment Debtor.

WHEREAS, in exchange for the foregoing, within five (5) days after the good and clear receipt of the Complete Settlement Amount to Judgment Creditors, the Judgment Creditors shall deliver to Judgment Debtor, through its counsel, Satisfactions in full of (a) the Judgments entered in this matter, (b) the Judgment Lien Certificates, and (c) the Writ of Execution, establishing judgment liens on Judgment Debtor's real and personal property, that were filed and docketed in connection with those Judgments.

WHEREAS, effective ninety one (91) days after the recordation of the Satisfaction of Judgment that will be delivered to Judgment Debtor by Judgment Creditors, pursuant to the preceding paragraph above, following the good and clear receipt by Judgment Creditors of the Complete Settlement Amount, this Settlement Agreement will serve as a release of any and all claims that Judgment Creditors and Judgment Debtor have against each other.

WHEREAS, upon receipt of said Satisfactions, Judgment Debtor will have the sole responsibility, and the Judgment Creditors shall have no responsibility, to file said Satisfactions with this Court, the United States Marshalls Office, the public records of Broward County, Florida, the Secretary of State of the State of Florida, or in any other public record that Judgment Debtor feels is necessary to protect its interest.

WHEREAS, as a result of the Settlement Agreement reached herein, and upon the execution by this Court of an Agreed Order Approving this Settlement Agreement, said Agreed Order Approving Settlement shall contain the following terms:

(a) that the Court's referrals for ruling to Magistrate Judge William C. Turnoff [D.E. #394, 442 & 448] of the (i) Motion for Final Judgment on the Bank of America Writs, (ii) Motion for Final Judgment on the TD Bank Writ, (iii) the Dissolution Motion, (iv) the Motion to Strike the Dissolution Motion, (v) the Receivership Motion, (vi) the Motion to Compel, and (vii) the Motion for Protective Order, shall each be rescinded and withdrawn,

(b) that the July 6, 2010 Hearing on Motion for Final Judgment on Bank of America Writs [D.E. #400] shall be cancelled,

(c) that the Judgment Creditors' Motions (i) to Strike the Dissolution Motion, (ii) for Final Judgment on the Bank of America Writs and (iii) for Final Judgment on the TD Bank Writ [D.E. #371, 402 , & 409] shall each be granted,

(d) that the Judgment Debtor's Dissolution Motion [D.E. #402] shall be denied,

(e) that the Garnishees, Bank of America, and TD Bank, shall each be authorized, directed and commanded to immediately release and pay forthwith to the Judgment Creditors, those garnished funds and monies presently being held and frozen by Garnishees, Bank of America, and TD Bank, in the respective amounts of \$3,227.90 (the "Bank of America Garnished Funds"), pursuant to the Bank of America Writs, and \$12,831.39 (the "TD Bank Garnished Funds"), pursuant to the

TD Bank Writ, by wire transfer to Judgment Creditors counsel's Trust Account, as per the wiring instructions to be provided to Garnishees, through its counsel,

(f) that the Clerk of the Court be directed to pay to each of the Garnishees the respective deposits made by Judgment Creditors with the Court at the time of the issuance of the Bank of America Writs, and TD Bank Writ, to which they are statutorily entitled under Fla. Stat. Chapter 77, to retain as attorneys fees incurred in connection with the garnishments served upon them ("Statutory Garnishees Attorneys Fees"),

(g) that to the extent such deposit for Statutory Garnishees Attorneys Fees has not been made, that Garnishees, Bank of America and TD Bank, are each hereby authorized to first deduct the amount of their respective Statutory Garnishees Attorneys Fees from the payment of the their respective Garnished Funds to Judgment Creditors,

(h) upon the receipt of the confirmation of payment by Judgment Creditors from each of the Garnishees of their respective Garnished Funds (less any retained Statutory Garnishees Attorneys Fees that have been authorized, and that have not been otherwise deposited by Judgment Creditors with the Clerk of the Court) the respective Bank of America and TD Bank Writs of Garnishment shall be immediately released and dissolved, and each of the bank accounts subject to those Writs shall be unfrozen and Judgment Debtor shall be enabled to further freely utilize those accounts,

(i) that the Judgment Creditors' Motion to Compel [D.E. # 423] is hereby withdrawn without prejudice to Judgment Creditors' refilling and renewing said Motion to Compel, and again further seeking the same discovery sought in said

motion, in the event that Judgment Debtor defaults upon any of its obligations to Judgment Creditors under the Settlement Agreement,

(j) that Judgment Creditors shall not pursue further discovery against Judgment Debtor unless and until Judgment Debtor defaults upon any of its obligations to Judgment Creditors under the Settlement Agreement, and Judgment Debtor has not timely cured said default in the time and manner as is set forth in this Settlement Agreement,

(k) that the Judgment Creditors' Motion for Protective Order [D.E. #446] shall be granted, and that Judgment Debtor shall not be entitled to take post judgment discovery of Judgment Creditors,

(l) that Judgment Creditors and Judgment Debtor shall each bear their own attorneys fees, and no attorneys' fees will be awarded to either Judgment Creditors or Judgment Debtors, in connection with the withdrawal of the Motion to Compel, or the granting of the Motion for Protective Order, and,

(m) that the Judgment Creditors' Receivership Motion [D.E. #436] be neither granted, denied nor withdrawn, but shall be stayed and held in abeyance, and deferred ruling pending Judgment Debtor's completion of its payment obligations under this Settlement Agreement, and if said obligations are not timely met then said Receivership Motion shall be granted, after Judgment Creditors have provided Judgment Debtor, through counsel, the notice of default, and filed the Affidavit of Non payment, and proposed Receivership Order, as is set forth in this Settlement Agreement.

WHEREFORE, Judgment Creditors, Sarah Hoffman, now known as Sarah Hodgson, Taren Busick, now known as Taren Pavese, Lynda Fleek and Brandy Wilcox,

now known as Brandy Stallings (“Judgment Creditors”), and Judgment Debtor, Federated Financial Services, Inc. (“Judgment Debtor”) (Judgment Creditors and Judgment Debtor shall collectively be referred to as the Settling Parties”), along with its principals, (1) Steven Miller (“Miller”), on behalf of himself, and as President of Judgment Debtor, (2) Marge Eisenberg (“Eisenberg”), and (3) Anthony G. Coleman, Jr. (“Coleman”) (Miller, Eisenberg and Coleman shall collectively be referred to herein as the “Judgment Debtor’s Principals”), along with the following legal entities of which they each, either individually or collectively, own, manage or control: (a) Equipment Leasing Services, Inc. (“ELS”), (b) CME Advertising, Inc. (“CMEA”), (c) IT Management, Inc. (“ITM”) (d) Federated Financial Services Credit Counseling Corp. (“FFSCCC”), (e) Equipment Management & Leasing, Inc. (“EML”), (f) IT Management Services, Inc. (“ITMS”), (g) Federated Financial Counseling Services, Inc. (“FFCS”), (h) Federated Financial, Inc. (“FF”), (i) Federated Financial Debt Management Group, Inc. (“FFDMG”), and (j) IT Management, Inc. (“ITM”) and any and all other affiliated legal entities (whether identified or unidentified herein) that are affiliated with each of them, whether singularly or collectively, through either ownership, management or control (collectively the “Judgment Debtor’s Affiliates”) request that this Court do hereby enter an Order by this Court approving the Settlement Agreement, set forth herein, in the form annexed as Exhibit A hereto, and for such further relief as this Court deems just and proper.

Submitted by:

GRAYROBINSON, P.A.
Attorneys for Judgment Creditors,
Sarah Hoffman, Taren Busick, Lynda Fleek
and Brandy Wilcox
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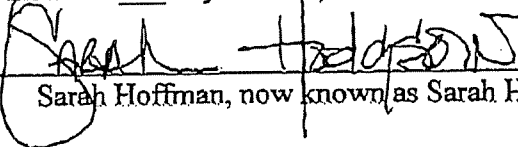
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By: /s/ Ivan J. Reich
Ivan J. Reich, Esq.
Florida Bar No.: 778011

By: /s/ Christopher J. Whitlock
Christopher J. Whitlock, Esq.
Florida Bar No.: 067539

Executed this ____ day of June, 2010

By: 
Sarah Hoffman, now known as Sarah Hodgson, Judgment Creditor

By: _____
Taren Busick, now known as Taren Pavese, Judgment Creditor

By: 
Lynda Fleek, Judgment Creditor

By: _____
Brandy Wilcox, now known as Brandy Stallings, Judgment Creditor

By: _____
Steven Miller, as President, and on behalf of Judgment Debtor, Federated Financial Services, Inc.

By: _____
Steven Miller, individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Marge Eisenberg, individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Anthony G. Coleman, Jr., individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

Facsimile: 954-761-8112
Email: Ivan.Reich@Grav-Robinson.com

Facsimile: 954-463-0410
Email: cjw@whiteclocklegal.com

By: /s/ Ivan J. Reich
Ivan J. Reich, Esq.
Florida Bar No.: 778011

By: /s/ Christopher J. Whitelock
Christopher J. Whitelock, Esq.
Florida Bar No.: 067539

Executed this 29th day of June, 2010

By: _____
Sarah Hoffman, now known as Sarah Hodgson, Judgment Creditor

By: Taren Pavese
Taren Busick, now known as Taren Pavese, Judgment Creditor

By: _____
Lynda Fleek, Judgment Creditor

By: _____
Brandy Wilcox, now known as Brandy Stallings, Judgment Creditor

By: _____
Steven Miller, as President, and on behalf of Judgment Debtor, Federated Financial Services, Inc.

By: _____
Steven Miller, individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Marge Eisenberg, individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Anthony G. Coleman, Jr., individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

Facsimile: 954-761-8112
Email: Ivan.Reich@Gray-Robinson.com

Facsimile: 954-463-0410
Email: cjw@whitelocklegal.com

By: /s/ Ivan J. Reich
Ivan J. Reich, Esq.
Florida Bar No.: 778011

By: /s/ Christopher J. Whitelock
Christopher J. Whitelock, Esq.
Florida Bar No.: 67539

Executed this ____ day of June, 2010

By: _____
Sarah Hoffman, now known as Sarah Hodgson, Judgment Creditor

By: _____
Taren Busick, now known as Taren Pavese, Judgment Creditor

By: _____
Lynda Fleek, Judgment Creditor

By: Brandy Stallings
Brandy Wilcox, now known as Brandy Stallings, Judgment Creditor

By: _____
Steven Miller, as President, and on behalf of Judgment Debtor, Federated Financial Services, Inc.

By: _____
Steven Miller, individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Marge Eisenberg, individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Anthony G. Coleman, Jr., individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

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PAGE 01/01

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By: /s/ Ivan J. Reich
Ivan J. Reich, Esq.
Florida Bar No.: 778011

By: /s/ Christopher J. Whitelock
Christopher J. Whitelock, Esq.
Florida Bar No.: 67539

Executed this ___ day of June, 2010

By: _____
Sarah Hoffman, now known as Sarah Hodgson, Judgment Creditor

By: _____
Taren Busick, now known as Taren Pavese, Judgment Creditor

By: _____
Lynda Fleck, Judgment Creditor

By: _____
Brandy Wilcox, now known as Brandy Stallings, Judgment Creditor

By: _____
Steven Miller, as President, and on behalf of Judgment Debtor, Federated Financial Services, Inc.

By: _____
Steven Miller, individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Marge Eisenberg, individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Anthony G. Coleman Jr., individually, and on behalf of each of Judgment Debtor, Federated Financial Services, Inc.'s Affiliates (as defined herein above)

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By: /s/ Ivan J. Raich
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By: /s/ Christopher J. Whitlock
Christopher J. Whitlock, Esq.
Florida Bar No.: 675319

Executed this ____ day of June, 2010

By: _____
Sarah Hoffman, now known as Sarah Hodgson, Judgment Creditor

By: _____
Tara Raich, now known as Tara Baynes, Judgment Creditor

By: _____
Lynita Raich, Judgment Creditor

By: _____
Brandy Wilson, now known as Brandy Stallings, Judgment Creditor

By: _____
Steven Miller, as President, and on behalf of Judgment Debtor, Federated
Financial Services, Inc.

By: _____
Steven Miller, individually, and on behalf of each of Judgment Debtor, Federated
Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Marge Kleeberg, individually, and on behalf of each of Judgment Debtor,
Federated Financial Services, Inc.'s Affiliates (as defined herein above)

By: _____
Anthony G. Coleman, Jr., individually, and on behalf of each of Judgment Debtor,
Federated Financial Services, Inc.'s Affiliates (as defined herein above)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy hereof will be furnished this 30th day of June, 2010 to all parties entitled to service of this Joint Agreed Motion via service through CM/ECF.

GRAYROBINSON, P.A.

Attorneys for Judgment Creditors, Sarah Hoffman, Taren Busick, Lynda Fleek and Brandy Wilcox

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