

FILED
09-22-2023
CIRCUIT COURT
DANE COUNTY, WI
2021CX000013

DATE SIGNED: September 21, 2023

Electronically signed by Diane Schlipper
Circuit Court Judge

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY

STATE OF WISCONSIN
17 West Main Street
Post Office Box 7857
Madison, Wisconsin 53703-7857,

Case No. 21-CX-13

Plaintiff,

v.

NATIONWIDE TRANSFER, LLC
1420 South Enterprise Avenue, Suite E
Springfield, Missouri 65804,

MICHAEL D. MILES
4810 South Farm Road 205
Rogersville, Missouri 65742,

STACEY L. HAMMIT
882 North White Tail Court
Nixa, Missouri 65714,

Defendants.

CONSENT JUDGMENT

Pursuant to the stipulation of the parties, the Court enters the following Consent Judgment:

PERMANENT INJUNCTION

In the State of Wisconsin, the terms of this injunction apply to the Defendants and to each of Defendants' successors, assigns, employees, contractors within the Defendants' control, representatives, and all others acting in concert or active participation with Defendants, including any business entity owned and operated, directly or indirectly, by any Defendant, presently or in the future.

1. Definitions. As used herein:
 - a. "Timeshare exit" means termination of a person's ownership and/or payment obligations to a Resort with respect to the person's timeshare.
 - b. "Timeshare exit company" means a company which provides services to terminate a person's ownership and/or payment obligations to a Resort with respect to the person's timeshare.
 - c. "Resort" means the company from which the timeshare owner purchased their timeshare interest or membership and/or entered into any contract, mortgage, or membership agreement relating to rights and obligations relating to the timeshare.

- d. “Affiliate timeshare exit company” means any other timeshare exit company wholly owned by any Defendant or jointly owned by more than one of the Defendants such that the Defendants’ combined ownership share is greater than 50% and entitles them to control over the company, formerly, presently or in the future.
- e. “Vendor” means an authorized agent of any Defendant and/or any affiliate timeshare exit company or any other person or entity that performs services on behalf of any customer of any Defendant and/or affiliate timeshare exit company.
- f. “Reasonable Expenses” means costs directly incurred by any Defendant and/or any affiliate timeshare exit company toward a specific customer’s timeshare exit as well as administrative costs incurred directly related to or the value of employee time devoted directly to customer service.
- g. “Refund” means payment to a customer of any money collected by any Defendant and/or any affiliate timeshare exit company, and/or vendor toward a specific customer’s timeshare exit.

2. The Defendants and any individual or company acting in concert or active participation with any one of them or all of them are permanently enjoined from failing to comply with Wis. Stat. § 100.52, Wis. Admin Code ch.

ATCP 127, and Wis. Stat. § 100.18, as they are currently written or as they are amended in the future. This includes, but is not limited to, making any telephone solicitation to a resident on the Do-Not-Call Registry or to a residential customer while not registered as a telephone solicitor, omitting opening disclosures in mail solicitations, making misrepresentations in mail solicitations, telephone solicitations, or in-person sales events, and violating three-day cancellation rights and notices.

3. The Defendants and any individual or company acting in concert or active participation with any one of them or all of them are permanently enjoined from making representations that include, but are not limited to, the following:

- a. That Nationwide and/or the affiliate timeshare exit company's services are risk free;
- b. That Nationwide and/or the affiliate timeshare exit company has a 100% success rate, unless Nationwide and/or the affiliate timeshare exit company can prove that claim with direct documentary evidence at the time it was made;
- c. That Nationwide and/or the affiliate timeshare exit company do not sell or transfer timeshares, unless Nationwide and/or the affiliate timeshare exit company does not do so either directly or through Vendors;

- d. That Nationwide and/or the affiliate timeshare exit company have records that show the benefits of a timeshare were misrepresented, unless Nationwide and/or the affiliate timeshare exit company have records specific to the timeshare about which the claim is made at the time the claim is made;
- e. That Nationwide and/or the affiliate timeshare exit company has a new, unique, or secret program that will accomplish a timeshare exit for a prospective customer;
- f. That a prospective customer has qualified for a timeshare exit, unless Nationwide and/or the affiliate timeshare exit company know the prospective customer has qualified with the prospective customer's Resort for a timeshare exit at the time the claim was made;
- g. That Nationwide and/or the affiliate timeshare exit company negotiates directly with timeshare resorts, unless Nationwide and/or the affiliate timeshare exit company actually does so;
- h. That Nationwide and/or the affiliate timeshare exit company can force or compel a Resort to accept a timeshare exit;
- i. That Nationwide and/or the affiliate timeshare exit company are a law firm or provide legal services;

- j. That Nationwide and/or the affiliate timeshare exit company can accomplish a timeshare exit in a certain period of time, unless Nationwide and/or the affiliate timeshare exit company have a reasonable, good faith belief that a timeshare exit can be accomplished in that period of time; and
- k. That Nationwide and/or the affiliate timeshare exit company's methods or services are safe, legal, or forever, while Nationwide and/or the affiliate timeshare exit company performs timeshare exits by purported "resignation" of the timeshare interest, and/or transfers of ownership of the timeshare interest without the Resort's knowledge and/or consent.

4. Nationwide and/or the affiliate timeshare exit company may not offer a 100% money-back guarantee unless Nationwide and/or the affiliate timeshare exit company simultaneously escrows all customer payments until services are complete.

5. If Nationwide and/or the affiliate timeshare exit company do not offer a 100% money-back guarantee, Nationwide and/or the affiliate timeshare exit company must escrow at least 20% of any payments received toward timeshare exit services from any customer who contracts with Nationwide following entry of this Consent Judgment. Nationwide and/or the affiliate

timeshare exit company may not expend any of the escrowed funds until the timeshare exit is complete.

6. Nationwide and/or the affiliate timeshare exit company will provide refunds, less Reasonable Expenses, to new customers who, following the date of entry of this Consent Judgment, can document that they obtained timeshare exits without Nationwide and/or the affiliate timeshare exit company's assistance.

7. In determining the amount of a refund for failure to perform services as advertised to the customer, Nationwide and/or the affiliate timeshare exit company will not deduct sales commissions or general administrative overhead as a Reasonable Expense incurred toward a customer's timeshare exit when calculating the customer's refund.

8. Nationwide and/or the affiliate timeshare exit company must make the following disclosures to customers, in writing, at the time of sale:

- a. All general circumstances that Nationwide and/or the affiliate timeshare exit company views as voiding any money-back guarantee or decreasing and/or voiding the customers' ability to obtain a refund;
- b. All then known types of timeshare exit methods and outcomes Nationwide and/or the affiliate timeshare exit company views as satisfying its contract, with an explanation of each method

or outcome, including any known potential negative consequences to the customer of each action, including but not limited to credit damage and tax liability;

- c. That Nationwide and/or the affiliate timeshare exit company may use a Vendor to provide some or all of the services contemplated in Nationwide and/or the affiliate timeshare exit company's contracts with customers and that Nationwide may transfer to the Vendor(s) certain information about the customer, which may include the customer's age, income, contact information and other personally identifying information (such as date of birth);
- d. That Nationwide and/or the affiliate timeshare exit company, or their Vendor(s) consider foreclosure or termination for non-payment of the customer's timeshare interest to satisfy Nationwide and/or the affiliate timeshare exit company's contractual obligations to deliver a timeshare exit;
- e. That any customer who is behind, or falls behind, on payments to a Resort could face foreclosure or notice of termination for non-payment;

- f. The existence of any known legal action instituted by the customer's Resort against Nationwide and/or the affiliate timeshare exit company;
- g. The existence of any known program offered by customer's Resort that might allow the customer to exit the timeshare. This provision does not prevent Nationwide and/or the affiliate timeshare exit company from providing truthful information or commenting about those programs;
- h. That the customer will remain responsible for Resort payments for the duration of the exit process, which could be three years of more; and
- i. That the customer may be asked to make direct contact with its timeshare Resort and participate in negotiations as part of the timeshare exit process.

9. Defendants will provide refunds to customers who engaged Nationwide or any individual or company acting on behalf of any one of them or all of them before the date of this Consent Judgment, who Nationwide and/or the affiliate timeshare exit company and/or vendor notified as having obtained a timeshare exit, and who following the date of entry of the Consent Judgment can document that they did not obtain a timeshare exit, or who can document that they obtained timeshare exit without Defendants' assistance or that of their

affiliate timeshare exit companies, and who make a claim for such a refund to Nationwide. Notice that any customer has made such a claim, documentation supporting the claim, and Nationwide's proof of payment of a refund to that customer shall be provided to the Department within thirty days of receipt of the customer's claim. Nationwide shall provide a written explanation to the Department for the denial of any refund under this paragraph within thirty days of receipt of the customer's claim. The customer's claim under this paragraph may be presented in any form that puts Nationwide on notice of it, and Nationwide is required to make a good faith effort to obtain supporting documentation of the customer's claim. Any customer who receives restitution pursuant to paragraph 32, below, and who makes a claim for a refund under this paragraph, is eligible for a refund only for any payments the customer made in excess of the restitution the customer received under paragraph 6, and only if the requirements of this paragraph are satisfied.

10. If, following entry of a contract for timeshare exit services, Nationwide and/or the affiliate timeshare exit company becomes aware of a timeshare exit method or outcome not previously disclosed to the customer that Nationwide and/or the affiliate timeshare exit company views as satisfying its contract and is available to that customer, Nationwide and/or the affiliate timeshare exit company will provide notice to the affected customer in writing of the exit method or outcome, including any known potential negative

consequences to the customer, including but not limited to credit damage and tax liability.

11. During the contract period, Nationwide and/or any affiliate timeshare exit company shall disclose in writing: the identity, contact information, and scope of services of any Vendor to which Nationwide and/or the affiliate timeshare exit company wishes to assign the customer, before such assignment is made. Nationwide and/or the affiliate timeshare exit company shall also disclose any known legal action brought by the customer's Resort against the Vendor and any known direct or indirect ownership interest of any Defendant in the Vendor. Nationwide and/or the affiliate timeshare exit company shall provide customers a right to reject any Vendor for good cause (which could include, without limitation, legal action against the Vendor, a negative rating by the Better Business Bureau or similar organization, or the customer's objection to a business practice of the Vendor) without voiding their entitlement to a refund. Nationwide and/or the affiliate timeshare exit company may retain Reasonable Expenses incurred through the date of any refund request.

12. During the contract period with any customer who engages Nationwide after the entry of this Consent Judgment, Nationwide and/or any affiliate timeshare exit company shall disclose in writing: any additional fees and costs that Nationwide and/or the affiliate timeshare exit company requests

the customer pay, whether to the company, a Vendor, a Resort, a settlement administrator, or other third party, to complete an exit. Nationwide and/or the affiliate timeshare exit company shall provide customers a right to reject any such payment without voiding their entitlement to a refund, but Nationwide and/or the affiliate timeshare exit company may retain Reasonable Expenses incurred through the date of any refund request.

13. Nationwide and/or any affiliate timeshare exit company shall direct all employees to document all communications with and retain all written communications with any Vendor providing timeshare exit services, and require Vendors to provide Nationwide and/or the affiliate timeshare exit company with all non-privileged documents regarding work performed on behalf of a customer. Within ten Business days of a request from a current customer, Nationwide and/or the affiliate timeshare exit company shall provide available documentation of all communications with a Vendor relating to services performed on behalf of a customer to that customer. Within the same time period, Nationwide will request that any relevant Vendor produce any records it has of work performed on the customer's behalf. Nationwide will direct all Vendors to respond to such requests within ten business days. In the event that Nationwide and/or the affiliate timeshare exit company refuses or fails to provide the requested documentation to the customer from the company's files or refuses to make reasonable efforts to timely obtain documents from Vendors,

the customer shall be entitled to a refund less Reasonable Expenses. In the event that the Vendor, absent legal justification or good cause, refuses to provide the documentation to the customer from the Vendor's files, Nationwide and/or the affiliate timeshare exit company shall provide the customer with documentation of the request to the Vendor and any other information necessary for the customer to file a consumer complaint regarding the Vendor with any relevant State or federal regulator. In such event, if the customer is entitled to a refund under any policy of Nationwide and/or the affiliate timeshare exit company or any provision of this Consent Judgment, Nationwide and/or the affiliate timeshare exit company may not deduct payments to the Vendor from the refund as Reasonable Expenses.

14. Nationwide and/or any affiliate timeshare exit company shall implement a three-year performance period in its contracts; after three years, Nationwide and/or the affiliate timeshare exit company shall offer the customer the choice to continue with the contract for services or to receive a full refund minus Reasonable Expenses up to a maximum of 50% of the amount paid by the customer for Timeshare exit services.

15. If the only timeshare exit Nationwide and/or any affiliate timeshare exit company believes it can accomplish is the Resort foreclosing on the customer's timeshare interest or terminating the timeshare interest for nonpayment, Nationwide and/or any affiliate timeshare exit company shall

disclose this information to the customer, in writing, and obtain the customer's consent, in writing, to move forward with any course of action intended to, or likely to, increase the chances of a foreclosure. In its written disclosure, Nationwide and/or any affiliate timeshare exit company shall provide the customer the opportunity to cancel their contract with Nationwide and/or the affiliate timeshare exit company, and receive a refund, but the Nationwide and/or the affiliate timeshare exit company may retain the Reasonable Expenses incurred through the date of any refund request.

16. Nationwide and/or any affiliate timeshare exit company may not purport to achieve a timeshare exit where the only confirmation of the timeshare exit is verbal confirmation from the Resort or any other person or entity that the customer no longer owns their timeshare interest.

17. Nationwide and/or any affiliate timeshare exit company may not purport to achieve a timeshare exit where the only confirmation of the timeshare exit is termination of the customer's online account with the Resort and/or expiration of customer's logon credentials.

18. Nationwide and/or any affiliate timeshare exit company may not purport to achieve a timeshare exit by way of any method for which Nationwide and/or the affiliate timeshare exit company does not have a good faith basis to believe is legal, effective, and permanent. Such basis must be supported by an opinion by competent legal counsel or a decision by a competent legal authority.

19. Nationwide and/or any affiliate timeshare exit company may not purport to achieve a timeshare exit by any method known to be reversible, including timeshare exits by purported “resignation” of the timeshare interest, and/or transfers of ownership of the timeshare interest without the Resort’s knowledge and/or consent.

20. Nationwide and/or any affiliate timeshare exit company may not purport to achieve a timeshare exit by foreclosure and/or notice of termination for nonpayment unless Nationwide and/or the affiliate timeshare company can provide documentation that the foreclosure resulted from action by Nationwide and/or the affiliate timeshare exit company, or one of their Vendors. Documentation evincing the fact of the Resort’s awareness that the customer is represented by Nationwide and/or the affiliate timeshare exit company, or one of their Vendors alone is insufficient to document that foreclosure resulted from the representation.

21. Nationwide and/or the affiliate timeshare exit company may not purport to achieve any timeshare exit absent providing to the customer documentation from the timeshare resort that the customer’s timeshare interest has been extinguished or documentation from a public records source indicating a legal transfer or termination of ownership that is recognized by the Resort.

COMPLIANCE MONITORING

22. The period comprising each of the 20 calendar quarters occurring in part or in whole, after the entry of this Consent Judgment is hereafter referred to as the “Monitoring Period.”

23. Nationwide and/or any affiliate timeshare exit company shall have a right to file an annual telephone solicitor registration form (registration) with the DATCP during and after the Monitoring Period. If Nationwide and/or any timeshare affiliate exit company files an annual registration form with DATCP during the Monitoring Period, DATCP shall not have any obligation to review that registration form unless it is accompanied by a written plan for complying with this Consent Order.

24. In registering as a Telephone Solicitor, Nationwide and/or any affiliate timeshare exit company shall pay all registration fees when due and shall not engage in any telephone solicitation as defined in Wis. Stat. § 100.52(1)(i)1. without being registered.

25. If DATCP approves an annual registration during the Monitoring Period for Nationwide and/or any affiliate timeshare exit company, the 8 calendar quarters occurring in part or in whole after the effective day of the registration shall hereafter be referred to as the “Verification Period.” During the Verification Period, Nationwide and/or any affiliate timeshare exit company shall provide to DATCP its complete telephone records in a format as obtained

from its telephone carrier, preferably a sortable, electronic format like Microsoft Excel, identifying all calls made from the telephone numbers used by it or anyone on its behalf for telemarketing to Wisconsin residents. The telephone records shall be provided quarterly, on or before the 20th calendar day following the end of the preceding quarter.

26. If, during the Verification Period DATCP determines that the telephone records provide by Nationwide and/or any affiliate timeshare exit company demonstrate that more than 2 percent of the telephone calls made during any relevant calendar month violate the provisions of Wis. Stat. § 100.52(4)(a)(2) or Wis. Admin. Code § ATCP 127.82(2), (hereinafter collectively referred to as a "Compliance Failure"), then DATCP shall notify Nationwide and/or any affiliate timeshare exit company in writing of its determination.

27. Nationwide and/or any affiliate timeshare exit company shall have 10 calendar days from the receipt of a notice of a Compliance Failure to submit evidence to DATCP for the purpose of demonstrating that there was not a Compliance Failure. If, despite the evidence submitted, DATCP determines that there was Compliance Failure, it shall so notify Nationwide and/or any affiliate timeshare exit company; and if so directed by DATCP, Nationwide and/or any affiliate timeshare exit company shall immediately cease all Telephone Solicitation to Wisconsin residents. Such Telephone Solicitation may not thereafter be recommenced unless DATCP consents or the Court grants a

motion made by Nationwide and/or any affiliate timeshare exit company for permission to recommence telemarketing.

28. For purposes of determining whether there is a Compliance Failure, any telephone call to a number on the then-current Wisconsin Do-Not-Call List will be prima facie evidence of a violation and counted toward the 2 percent standard. Nationwide and/or any affiliate timeshare exit company shall have the burden of demonstrating that any such call is not a Telephone Solicitation or otherwise not a violation of the applicable rules or statutes.

29. A written plan to comply with this Consent Judgment shall be submitted to DATCP in the event Nationwide and/or any affiliate timeshare exit company submits a registration application to DATCP during the Monitoring Period. The written plan shall be submitted with the application for registration as a telephone solicitor. The written plan shall describe how Nationwide and/or any affiliate timeshare exit company will comply with this Consent Judgment, including but not limited to:

- a. The exact date of every month that the Do-Not-Call List will be downloaded.
- b. The person who is responsible for completing the download.
- c. The person who is responsible for documenting that the download has been completed.

30. A written plan to comply with this Consent Judgment shall be submitted to DATCP in the event Nationwide and/or any affiliate timeshare exit company engages in mail solicitation, as defined by Wis. Admin. Code § ATCP 127.30(2), during the Monitoring Period. Nationwide and/or any affiliate timeshare exit company may also voluntarily elect to submit a copy of any mail solicitation it intends to use in Wisconsin for compliance review by DATCP. The written plan shall be submitted 30 days prior to engaging in any direct mail solicitation. The written plan shall describe how Nationwide and/or any affiliate timeshare exit company will comply with this Consent Judgment, including but not limited to the person who is responsible for ensuring that any mail solicitation complies with the Consent Order and all applicable statutes and rules, including Wis. Admin. Code ATCP ch. 127, subch. III.

31. With respect to all documents or records that are relevant to this Consent Judgment, Nationwide and/or any affiliate timeshare exit company shall provide copies of all documents or records to DATCP within 10 calendar days of a request for such documents or records.

RESTITUTION

32. Pursuant to Wis. Stat. §§ 100.18(11)(d) and 100.20(6), within 30 days of the date of entry of this Consent Judgment, the Defendants shall pay \$231,079.00 to the Wisconsin Department of Justice, which shall hold such funds in trust for restitution to customers who purchased services from

Nationwide and who did not receive the services paid for. Defendants' obligation under this paragraph shall be held jointly and severally.

33. Distribution of the \$231,079.00 for restitution shall be made by the Department to eligible customers on the basis of a list of 49 customers and payment amounts, identified from Defendants' business records as having prepaid for services that were not received or refunded. Defendants shall provide the Department with any additional customer information reasonably necessary to enable the Department to efficiently administer restitution.

34. The Department shall have discretion over the methods for contacting and making payments to eligible customers. Funds that remain undistributed shall be remitted to the Department of Revenue Unclaimed Property Fund and administered as provided by law.

CIVIL FORFEITURE, COURT FEES, AND SURCHARGES

35. Pursuant to Wis. Stat. §§ 100.26(4), 100.26(6), and 100.52(10), within 30 days of the date of entry of this Consent Judgment the Defendants shall pay \$230,000 to the Dane County Circuit Court for civil forfeiture, court fees, and surcharges. The Defendants' obligation under this paragraph shall be held jointly and severally. The Clerk shall apportion the Defendants' payment as follows:

a) a civil forfeiture of \$151,056.90 pursuant to Wis. Stat. §§ 100.26(4), 100.26(6), and 100.52(10),

- b) a penalty surcharge of \$39,274.80 pursuant to Wis. Stat. § 757.05 (26 percent of forfeiture);
- c) a consumer protection surcharge of \$37,764.23 pursuant to Wis. Stat. sec. 100.261 (25 percent of forfeiture);
- d) a jail surcharge of \$1,510.57 pursuant to Wis. Stat. § 302.46 (1 percent of forfeiture);
- e) a crime laboratories and drug enforcement surcharge of \$104.00 pursuant to Wis. Stat. § 165.755 (\$13 per count in the *Complaint*);
- f) a court fee of \$200.00 pursuant to Wis. Stat. § 814.63;
- g) a court support services surcharge of \$68.00 pursuant to Wis. Stat. § 814.85; and
- h) a justice information system surcharge of \$21.50 pursuant to Wis. Stat. § 814.86.

COSTS OF INVESTIGATION

36. Pursuant to Wis. Stat. § 100.263, within 30 days of the date of entry of this Consent Judgment the Defendants shall pay \$105,752.20 to the Wisconsin Department of Justice to reimburse the State of Wisconsin for its costs of investigation and prosecution of this action. Of that amount, the Department of Justice shall remit \$7,858.25 to the Wisconsin Department of Agriculture, Trade and Consumer Protection to reimburse it for the costs of its investigation pursuant to Wis. Stat. § 93.20.

RELEASE

37. Upon full payment of the Defendants' obligations under this Consent Judgment, the State of Wisconsin releases and forever discharges Defendants and all of their past and present owners, directors, divisions, principals, employees, officers, parents, predecessors, shareholders, subsidiaries, successors, assigns, and transferees from the following: all claims, causes of action, damages, restitution, fines, costs, attorneys' fees, remedies, and/or penalties that were or could have been asserted against the Defendants by the State of Wisconsin resulting from the conduct described in the Amended Complaint filed in this action, from the beginning of time up to and including the date of entry of this Consent Judgment.

38. Notwithstanding paragraph 37, the following claims are not released:

- a) Private rights of action, including any claims consumers have or may have on an individual or class basis;
- b) Claims of environmental or tax liability;
- c) Criminal liability;
- d) Claims for property damage;
- e) Claims alleging violations of state or federal securities laws;
- f) Claims alleging violations of state or federal antitrust laws.

NO EFFECT ON OTHER LEGAL OBLIGATIONS

39. Nothing in this Consent Judgment shall be construed to apply to, or affect, the Defendants' obligations to comply with all state and federal laws, regulations, or rules, or as granting the defendant permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

40. The judgment in this action shall not affect the private rights or remedies of any of Defendants' customers, except insofar as any amounts of restitution received pursuant to this settlement may constitute an offset against any judgment obtained by a customer against any of the Defendants.

MISCELLANEOUS

41. If any portion, provision, or part of this Consent Judgment is held to be invalid, unenforceable, or void for any reason whatsoever, that portion shall be severed from the remainder and shall not affect the validity or enforceability of the remaining provisions.

42. The parties understand this Consent Judgment shall not be construed as an approval of or sanction by the Attorney General or the State of Wisconsin of the business practices of Defendants, nor shall Defendants represent the decree as such an approval. The parties further understand that any failure by the State of Wisconsin or by the Attorney General to take any action in response to any information which they now have in their possession and may believe forms the basis for a violation of this Consent Judgment shall

not be construed as an approval of or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

43. By agreeing to this Consent Judgment, Defendants reaffirm and attest to the truthfulness, accuracy, and completeness of all of the information Defendants provided to the State prior to entry of this Consent Judgment. The State's agreement to this Consent Judgment is expressly premised upon the truthfulness, accuracy, and completeness of the information provided to the State, which was relied upon by the State in agreeing to the terms of this Consent Judgment.

44. If State finds that Defendants failed to disclose material information or made any material misrepresentation or material omission of facts relevant to the resolution of the State's claims, the State retains the right to seek modification of this Consent Judgment upon proper written notice to Defendants.

45. The Defendants hereby agree to cooperate with the State in fulfilling any tax filing requirements imposed on the State as a result of this Consent Judgment, including, but not limited to, completion of Internal Revenue Service Form 1098-F. The Defendants agree to provide to the State within five (5) business days of any request, any and all information required by

the State, including, but not limited to, the Defendants' taxpayer identification numbers and current addresses.

**CONTINUING JURISDICTION
TO ENFORCE THIS CONSENT JUDGMENT**

46. Jurisdiction is retained by the Court for the purpose of enabling any party to request enforcement of the terms of this Consent Judgment as permitted by law. If the State of Wisconsin determines that any of the Defendants has failed to comply with any terms of this Consent Judgment, the State agrees not to initiate any action or proceeding against that Defendant for its alleged non-compliance with the injunctive terms of this Consent Judgment without first notifying all the Defendants in writing and permitting Defendants the opportunity to respond or cure the alleged non-compliance. Defendants will have ten (10) business days from receipt of such written notice to provide a written response to the Department of Justice for alleged failures to comply with the injunctive provisions of this Consent Judgment.

IT IS SO ORDERED.