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8 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
9 IN AND FOR THE COUNTY OF MARICOPA

10 STATE OF ARIZONA, *ex rel.* THOMAS C.  
HORNE, Attorney General,

11 Plaintiff,

12 vs.

13 GINO NICCOLI, a single man; NATIONAL  
14 BANKCARD MONITOR, LLC, an Arizona  
limited liability company; and FINANCIAL  
15 INTEREST STRATEGIES, LLC, f/k/a  
FEDERAL INTEREST SAVINGS, LLC, an  
16 Arizona limited liability company,

17 Defendants,

18 GLOBAL PAYMENTS, INC.

19 Relief Defendant.

Case No: CV2013-010992

**STIPULATED CONSENT JUDGMENT  
AS TO DEFENDANTS GINO NICCOLI,  
NATIONAL BANKCARD MONITOR,  
LLC, and FINANCIAL INTEREST  
STRATEGIES, LLC, f/k/a FEDERAL  
INTEREST SAVINGS, LLC**

(Assigned to the Hon. Sally Duncan)

20 The State of Arizona, having filed a complaint alleging violations of the Arizona  
21 Consumer Fraud Act, A.R.S. § 44-1521, *et seq.*, and the Arizona Telephone Solicitations Act,  
22 A.R.S. § 44-1271, *et seq.*, and Defendants Gino Niccoli, National Bankcard Monitor, LLC  
23 and Financial Interest Strategies LLC f/k/a Federal Interest Savings, LLC having waived  
24 service of the Complaint and Summons; having been fully advised of the right to a trial in this  
25 matter and, having waived the same; admit that this Court has jurisdiction over the subject  
26 matter and the parties for purposes of entry of this Consent Judgment and acknowledges that

1 this Court retains jurisdiction for the purpose of enforcing this Consent Judgment.

2 **I. PARTIES**

3 1. Plaintiff is the State of Arizona, upon relation to Thomas C. Horne, its Attorney  
4 General.

5 2. Defendant Gino Niccoli, a resident of Pinal County, Arizona, is the manager and  
6 sole member of Defendant National Bankcard Monitor, LLC and the sole member of  
7 Defendant Financial Interest Strategies, LLC f/k/a Federal Interest Savings, LLC, which are  
8 Arizona limited liability companies.

9 3. Defendant National Bankcard Monitor LLC is an Arizona limited liability  
10 company located in Maricopa County, Arizona

11 4. Defendant Financial Interest Strategies LLC f/k/a Federal Interest Savings, LLC  
12 is an Arizona limited liability company located in Pinal County, Arizona.

13 **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

14 5. From on or about April 2010 to November 2012, Defendants Niccoli, National  
15 Bankcard Monitor, LLC and Financial Interest Strategies, LLC f/k/a Federal Interest Savings  
16 LLC telemarketed accelerated payoff plans and financial kits to consumers in the United  
17 States. The Defendants also included an offer of assistance in obtaining lower interest rates  
18 and transferring credit card balances at no additional charge.

19 6. Defendants Niccoli, National Bankcard Monitor, LLC, and Financial Interest  
20 Strategies, LLC were "sellers" as defined under the Arizona Telephone Solicitations Act,  
21 A.R.S. § 44-1271, et seq. As "sellers" Defendants were required to comply with the  
22 mandates of the Act.

23 7. Defendants Niccoli, National Bankcard Monitor, LLC, and Financial Interest  
24 Strategies, LLC, solicited consumers by telephone and did not file a verified registration  
25 statement with the Arizona Secretary of State as set forth in A.R.S. §44-1272 until November  
26 30, 2012.

1           8. Defendant National Bankcard Monitor, LLC filed a verified registration  
2 statement with the Arizona Secretary of State on November 30, 2012.

3           9. Defendants Niccoli, National Bankcard Monitor, LLC, and Financial Interest  
4 Strategies, LLC, solicited consumers by telephone without first filing a bond in the amount of  
5 one hundred thousand dollars (\$100,000.00) with the Arizona State Treasurer as required in  
6 A.R.S. § 44-1274.

7           10. Defendants Niccoli, National Bankcard Monitor, LLC, and Financial Interest  
8 Strategies, LLC, solicited by telephone without providing the specific disclosures and notices  
9 of cancellation to consumers required by A.R.S. § 44-1276.

10           11. Defendants Niccoli, National Bankcard Monitor, LLC, and Financial Interest  
11 Strategies, LLC, did not honor the consumers' right to cancel and request refunds as  
12 mandated by A.R.S. § 44-1276 (C) or provide the Notice of Cancellation mandated by A.R.S.  
13 44-1276(D).

14           12. The actions described in paragraphs 5 through 11 above, constitute violations of  
15 the Arizona Telephone Solicitations Statute, A.R.S. § 44-1271, *et seq.* and unlawful practices  
16 under the Arizona Consumer Fraud Act, A.R.S. § 44-1522.

17           13. The actions described in paragraphs 6 through 12 above, constitute unlawful  
18 deceptive practices under the Arizona Consumer Fraud Act, A.R.S. § 44-1522.

19           14. While engaging in the acts and practices alleged above, Defendants Niccoli,  
20 National Bankcard Monitor, LLC, and Financial Interest Strategies, LLC acted willfully as  
21 defined by A.R.S. § 44-1531(B).

22 **III. GENERAL TERMS**

23           15. Defendants Niccoli, National Bankcard Monitor, LLC, and Financial Interest  
24 Strategies, LLC shall not represent or imply that the Attorney General, the State of Arizona, or  
25 any agency thereof has approved any of the Defendants' actions in Arizona or has approved  
26 any of his past, present or future business practices in Arizona.

1           16.       Nothing in this Consent Judgment restricts any person or entity from pursuing  
2 a private action or asserting any available right or remedy against Defendants Niccoli,  
3 National Bankcard Monitor, LLC, and Financial Interest Strategies, LLC.

4           17.       This Court retains jurisdiction of this matter for the purposes of entertaining an  
5 application by Plaintiff, State of Arizona, for the enforcement of this judgment.

6           18.       This Consent Judgment may be modified or vacated by order of this Court.  
7 After providing at least thirty (30) days written notice and after making a good faith effort to  
8 obtain concurrence of the other party for the requested order to modify or vacate, which  
9 concurrence shall not be unreasonably withheld, the party seeking an order to modify or vacate  
10 may petition this Court therefore. The Court will modify or vacate this Consent Judgment  
11 upon a showing of good cause.

12           19.       This Consent Judgment is entered as a result of a compromise and settlement  
13 agreement between the parties. Only the parties to this action may seek enforcement of this  
14 Consent Judgment. Nothing herein is intended to create a private right of action by other  
15 persons.

16           20.       The State acknowledges by its execution hereof that this Consent Judgment  
17 constitutes a complete settlement of the consumer fraud allegations against Defendants  
18 Niccoli, National Bankcard Monitor, LLC, and Financial Interest Strategies, LLC made in its  
19 complaint, and agrees it shall not institute any additional civil action against Defendants  
20 Niccoli, National Bankcard Monitor, LLC, and Financial Interest Strategies, LLC based on  
21 their violations of the Arizona Telephone Solicitations Act and the Arizona Consumer Fraud  
22 Act.

23           21.       Notwithstanding the foregoing, the State may institute an action or proceeding  
24 to enforce the terms and provisions of this Consent Judgment or to take action based on future  
25 conduct by Defendants Niccoli, National Bankcard Monitor, LLC, and Financial Interest  
26 Strategies, LLC.

1 **IV. ORDER**

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

3 **A. INJUNCTION**

4 22. Defendants Niccoli, National Bankcard Monitor, LLC and Financial Interest  
5 Strategies, LLC are hereby permanently enjoined and restrained from:

6 a. Holding any ownership interest, share or stock in, or serving as a  
7 manager, supervisor, officer, director or trustee of any business entity engaged, in whole  
8 or in part, in the advertisement and/or sale of any service or product that includes  
9 outbound telemarketing as a means to generate sales or requires registration as a "seller,"  
10 whether or not registration is actually obtained, under the Arizona Telephone  
11 Solicitations and Business Opportunities Act, A.R.S. § 44-1271 *et seq.*;

12 b. Failing to verify the registration status of any employer or potential  
13 employer under the Arizona Telephone Solicitations and Business Opportunities Act,  
14 A.R.S. § 44-1271 *et seq.*;

15 c. Failing to ensure that an employer who meets the definition of a  
16 seller of business opportunity and related merchandise found in A.R.S. § 44-1271(15)(d)  
17 is registered; and

18 d. Providing to any person, including any natural person or his legal  
19 representative, any partnership, domestic or foreign corporation, any company, trust,  
20 business entity, or association, any agent, employee, salesman, partner, officer, director,  
21 member, stockholder, associate, or trustee, other than a law-enforcement agency or as  
22 required by a court of law, the name address, telephone number, e-mail address, fax  
23 number and/or credit card or bank account number of any consumer who provided such  
24 information to or did business with the Defendants, their successors, assigns, agents,  
25 employees, officers, servants and persons who acted in concert or participation with  
26 them.

1           23.       Pursuant to A.R.S. § 44-1528(A) Defendants shall comply with the Arizona  
2 Consumer Fraud Act, A.R.S. § 44-1521 *et seq.* and the Arizona Telephone Solicitations and  
3 Business Opportunities Act, A.R.S. § 44-1271 *et seq.*

4           **B. JUDGMENT**

5           24.       Pursuant to A.R.S. § 55-1528, Defendants hereby agree to provide payment of  
6 consumer restitution in the amount of \$250,939.01, which amount shall be paid directly from  
7 the funds held by Relief Defendant Global Payments, Inc., is due and payable immediately  
8 upon the date of the Court's entry of the Consent Judgment, and shall be deposited into an  
9 interest bearing trust account held by the Attorney General's Office.

10          25.       Restitution amounts shall be distributed by the Attorney General's Office to  
11 those consumers who filed complaints against Defendants prior to, or within 60 days of the  
12 date this Consent Judgment is approved by the Court. The amount of restitution due each  
13 eligible consumer will be determined at the sole discretion of the Attorney General. Any  
14 amounts received for restitution that cannot be distributed within six months of the receipt of  
15 payment shall revert to the Consumer Protection – Consumer Fraud Revolving Fund,  
16 established pursuant to A.R.S. § 44-1531.01, as civil penalties.

17          26.       The Defendants shall assist as necessary to secure the release to the Office of  
18 the Arizona Attorney General the amount of \$250,939.01 from funds held by Relief Defendant  
19 Global Payments, Inc., shall cooperate in any manner necessary to have such assets transferred  
20 by Relief Defendant Global Payments, Inc. directly to the Office of the Arizona Attorney  
21 General and hereby stipulate to the entry of the Court's order lodged herewith directing Relief  
22 Defendant Global Payments to release \$250,939.01 from accounts in which they have an  
23 ownership interest directly to the State of Arizona's Office of the Attorney General.

24          27.       Nothing in this Consent Judgment shall be construed as an approval by the State  
25 or this Court of Defendants' past, present, or future conduct, and Defendants are enjoined from  
26 directly or indirectly representing anything to the contrary.



