

IN THE CIRCUIT COURT OF STONE COUNTY
STATE OF MISSOURI

STATE OF MISSOURI ex rel.)	
Attorney General Eric S. Schmitt,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 20SN-CC00084
)	
JIM BAKKER, et al.)	
)	
Defendants.)	

CONSENT JUDGMENT

Plaintiff State of Missouri (“Plaintiff”) at the relation of Attorney General Eric S. Schmitt and Defendants Jim Bakker (“Bakker”) and Morningside Church Productions, Inc., d/b/a Jim Bakker Show Ministry (“Morningside”) (collectively “Defendants”) state the following for their consent judgment:

Jurisdiction

1. This Court has subject matter jurisdiction pursuant to Article V, § 14 of the Missouri Constitution because Defendants transacted business within the State of Missouri at all times relevant herein.

2. This Court has personal jurisdiction over Defendants because Defendants conducted business within the State of Missouri and Defendants’ principal place of business at the time of the events described in Plaintiff’s petition was in Missouri.

Venue

3. Venue is proper in this Court pursuant to § 407.100.7, RSMo, which provides that “[a]ny action under this section may be brought in the county in which the defendant resides, in which the violation alleged to have been committed occurred, or in which the defendant has its principal place of business.”

4. Violations alleged to have been committed by Defendants occurred in Stone County, Missouri.

Parties

5. This Consent Judgment shall apply to Defendants and their principals, officers, directors, members, affiliates, agents, employees, representatives, successors and assignees, whether acting personally, or through any corporation or any other business entities, whose acts, practices, or policies with respect the subject matter of this Consent Judgment are directed, formulated or controlled by Defendants.

Stipulations

6. This Consent Judgment embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein, and no party has relied upon any statements or representations not contained in this Consent Judgment.

7. This Consent Judgment shall be governed by and construed in

accordance with the laws of the State of Missouri.

8. Defendants shall not represent to any person that the Attorney General sanctions, endorses, or approves of any methods, acts, uses, practices, or solicitations undertaken by or on behalf of Defendants.

9. The parties agree that the State of Missouri is authorized to bring this action and the Attorney General is authorized to represent the interests of the State of Missouri.

10. The parties agree and acknowledge that Defendants have denied and continue to deny any and all allegations of wrongdoing of any kind as alleged in Plaintiff's Petition against them, and that the parties have agreed to this Consent Judgment in order to avoid substantial expense and the uncertainties of further litigation.

11. The parties agree that this Consent Judgment is entered as a settlement of the allegations raised by the State against Defendants in its Petition filed in this matter.

12. The parties agree that with Defendants' approval, Plaintiff will file this Consent Judgment with the Court for entry.

13. The parties recommend the Court approve this Consent Judgment and enter judgment in accordance with its terms.

Findings

14. From at least February 12, 2020, Morningside offered a silver product manufactured by American Biotech Labs, Inc., called “Silver Solution,” nationwide via its television production, the Jim Bakker Show Ministry, and its website, to viewers in connection with the solicitation of quid pro quo contributions to Morningside Church, Inc., a not-for-profit church and the parent company of Morningside.

15. Defendants offered Silver Solution in exchange for a contribution of \$80 to \$125, part of which was for Silver Solution offered by Morningside and part of which was a charitable contribution to Morningside Church, Inc.

16. Plaintiff alleges that during the period of February 12, 2020, through March 10, 2020 (the “Relevant Time Period”), Defendants, during their nationwide television broadcasts, misrepresented that Silver Solution could treat or cure coronavirus or COVID-19.

17. During the Relevant Time Period, Morningside offered Silver Solution on eleven separate episodes of its television program, and to hundreds of consumers from Missouri who Morningside and Bakker consider to be members of Morningside Church, Inc.’s congregation, referred to as “partners.”

Relief

18. IT IS ORDERED, ADJUDGED, AND DECREED that Defendants and all persons acting on their behalves shall be enjoined pursuant to § 407.100.1, RSMo, from advertising or selling Silver Solution to diagnose, prevent, mitigate, treat or cure any disease or illness.

19. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants are jointly and severally liable and shall pay restitution of up to \$115,766.00 to those Missouri residents that paid money to Morningside, or made a contribution to Morningside Church, Inc., in connection with Morningside's offering of Silver Solution from February 12, 2020, until the date of execution of this Judgment, who have not already received a refund of the amounts he/she paid or contributed. Within 30 days of this Judgment, Morningside shall send a refund check, along with a letter prepared by the Attorney General in form of the attached "Exhibit A," to the last known address of each such Missouri resident and shall certify by affidavit and under oath punishable by perjury that all such refunds have been sent. The refund checks shall be valid for acceptance and deposit by the recipient for a period of 90 days, after which time Morningside shall be permitted to stop-payment on all refund checks not accepted and deposited.

20. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, because it is acknowledged the actual sum of refunds to be made pursuant to

the terms of this judgment may be less than \$115,766.00 due to refunds made prior to the date of this judgment, the difference between (a) refunds made by Morningside that are accepted and deposited by the recipients within 90 days of mailing, and (b) the sum of \$90,000.00, shall be paid by Morningside to the Merchandising Practices Revolving Fund;

21. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants shall pay the State of Missouri \$50,000 in civil penalties pursuant to § 407.100.6, RSMo. The payment of civil penalties shall be suspended upon the condition that Defendants abide by all terms of this judgment.

22. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants shall pay to the State of Missouri \$10,000 for the Attorney General's costs, including the costs of investigation and prosecution, pursuant to § 407.130, RSMo. The payment of costs shall be suspended upon the condition that Defendants abide by all terms of this judgment.

23. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that any payments to the State of Missouri required herein to be made shall be sent to the following address:

Office of the Missouri Attorney General
Financial Services Division
ATTN: Collections Specialist
P.O. Box 899
Jefferson City, MO 65102-0899

24. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that in the event Defendants fail to abide by the terms of this judgment, the Attorney General may, request the Court lift its suspension of the award of penalties or costs, or seek other appropriate relief.

It is so ORDERED this 22 day of June, 2021.



A handwritten signature in blue ink that reads "Alan Blankenship".

Hon. Alan Blankenship
Associate Circuit Judge

DEFENDANT MORNINGSIDE CHURCH PRODUCTIONS, INC.

Maricela Woodall

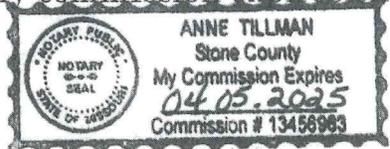
By: Maricela Woodall, President

State of Missouri)
)ss.
County of Stone)

On this 17th day of June, 2021, before me, the undersigned notary public, personally appeared Maricela Woodall, who stated that she is an authorized representative of Morningside Church Productions, Inc., and executed this Consent Judgment as the free act and deed of such corporation. Subscribed and sworn to before me this 17th day of June, 2021.

Anne Tillman
Notary Public

My commission expires on:



APPROVED AS TO FORM:

[Handwritten signature]

Derek A. Ankrom, Mo. Bar No. 63689
Attorney for Defendants

PLAINTIFF

State of Missouri ex rel. Attorney General Eric Schmitt

By: Steven Reed
Assistant Attorney General
State of Missouri

State of Missouri)
)ss.
County of Cole)

On this 21st day of June, 2021, before me, the undersigned notary public, personally appeared Steven Reed, who upon his oath stated that he is an Assistant Attorney General of the State of Missouri; that he is the attorney for the Plaintiff State of Missouri ex rel. Eric Schmitt with respect to the above captioned matter; that he is authorized to execute this Consent Judgment on behalf of the Plaintiff, and has executed this Consent Judgment as his free act and deed. Subscribed and sworn to before me this 21st day of June, 2021.

Notary Public

My commission expires on:

BRIANNA K. WOLFE
Notary Public - Notary Seal
State of Missouri
Commissioned for Callaway County
My Commission Expires: October 25, 2024
Commission Number: 20689344



ATTORNEY GENERAL OF MISSOURI
ERIC SCHMITT

Dear Missouri Consumer,

On March 10, 2020, my office filed a civil petition against Jim Bakker and Morningside Church Productions, Inc. alleging they made the false claim that Silver Solution, a colloidal silver product, was effective in treating Covid-19. The petition alleged violations of the Missouri Merchandising Practices Act, which prohibits false or misleading claims in connection with the offer or sale of merchandise.

My office is pleased to announce a settlement of the case that includes payment of restitution to those Missouri consumers who purchased Silver Solution during the period of time alleged in the petition. The enclosed check represents restitution for the monies you paid to the defendants. Should you have any questions about this restitution payment, please contact my office at 800-392-8222.

Yours very truly,

A handwritten signature in cursive script that reads "Eric S. Schmitt".

Eric S. Schmitt
Attorney General

Broadway Building
P.O. Box 899
Jefferson City, MO 65102
Phone: (573) 751-3321
Fax: (573) 751-0774
www.ago.mo.gov

**Stone County, Missouri Circuit Court
Filed Tuesday, June 22, 2021**

Exhibit A