1 2 3 4 5 6 7 8 9 10	<ul> <li>WILLIAM E. KOVACIC General Counsel</li> <li>JEROME M. STEINER, JR. DAVID M. NEWMAN</li> <li>Federal Trade Commission</li> <li>901 Market Street, Suite 570</li> <li>San Francisco, CA 94103</li> <li>Phone (415) 848-5100/ fax (415) 848-5184</li> <li>BLAINE T. WELSH</li> <li>Assistant United States Attorney</li> <li>701 E. Bridger Ave, Suite 600</li> <li>Las Vegas, NV 89101</li> <li>Phone (702) 388-6336/ fax (702) 388-6787</li> <li>Attorneys for Plaintiff</li> <li>Federal Trade Commission</li> </ul>	
11		TES DISTRICT COURT
12	FOR THE DISTR	AICT OF NEVADA
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14	In the Matter of	
15	FEDERAL TRADE COMMISSION,	STIPULATED FINAL ORDER
16	Plaintiff,	FOR PERMANENT INJUNCTION AND
17	VS.	SETTLEMENT OF CLAIMS FOR CONSUMER REDRESS
18	A AAAAUTO CAR BROKERS, INC.; AAA ANYWHERE ANYTIME AUTO	
19	BROKERS, INC.; and	
20	KATHERINE ANN CARTER, individually and as an officer of said corporations.	
21	Defendants.	
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23	Plaintiff, the Federal Trade Commission ("C	Commission"), and defendants A AAAAuto
24	Brokers, Inc., AAA Anywhere Anytime Auto Brok	ers, Inc., and Katherine Ann Carter, individually
25	and as an owner or officer of said corporations ("de	efendants"), hereby stipulate and ag0 g98fendantshUendants F313
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27	Stipulated Permanent Injunction	1

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1	against the d	efendants under the terms stated herein. This Stipulated Final Order for Permanent
2	Injunction ar	nd Settlement of Claims for Consumer Redress ("Order") against A AAAAuto Brokers,
3	Inc., AAA A	anywhere Anytime Auto Brokers, Inc., and Katherine Ann Carter resolves all matters
4	raised by the	Complaint the Commission filed against said defendants pursuant to Sections 13(b) of the
5	Federal Trac	le Commission Act, 15 U.S.C. §§ 53(b), which charged defendants with violating Section
6	5(a) of the F	TC Act, 15 U.S.C. 45(a).
7	The	Summons and Complaint having been served on defendants, plaintiff Commission and
8	defendants re	equest that the Court enter the accompanying Order with the following terms to resolve all
9	matters of di	spute between them in this action:
10	IT I	S HEREBY ORDERED, ADJUDGED AND DECREED as follows:
11		FINDINGS
12	1.	This Court has jurisdiction over the subject matter and the parties.
13	2.	Venue is proper as to all parties in the District of Nevada.
14	3.	The activities of defendants are in or affecting commerce, as defined in the FTC Act,
15		15 U.S.C. § 44.
16	4.	The Complaint states a claim upon which relief may be granted against defendants
17		under §§ 5(a)(1) and (13(b) of the FTC Act, 15 U.S.C. §§ 45(a)(1) and 53(b).
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	Stipulated Pe	ermanent Injunction 2

1	8.	This Order is for settlement purposes only and does not constitute and shall not be
2		interpreted to constitute an admission by defendants that they have engaged in violations
3		of any law or regulation, including but not limited to the FTC Act, or that the facts
4		alleged in the Complaint, other than the jurisdictional facts, are true.
5	9.	Entry of this Order is in the public interest.
6		
7		ORDER
8		DEFINITIONS
9	1.	"Material" means likely to affect a person's choice of, or conduct regarding, goods or
10		services;
11	2.	Unless otherwise indicated, the term "defendants" refers to and includes
12		A AAAAuto Brokers, Inc., AAA Anywhere Anytime Auto Brokers, Inc., and
13		Katherine Ann Carter;
14	3.	"Automobile Transportation Brokerage services" means the business of arranging for
15		the transportation of consumers' automobiles by truck, rail, or ship in Commerce;
16	4.	"Automobile Transportation Broker" means any person, partnership, corporation or
17		entity engaged in the business of arranging for the transportation of consumers'
18		automobiles by truck, rail or ship in commerce.
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20		PROHIBITED BUSINESS ACTIVITIES
21		Ι.
22	IT IS	HEREBY ORDERED that, in connection with the advertising, promotion, offering for
23	sale, sale or provision of automobile transportation brokerage services, the defendants, and each of	
24	their successors, assigns, officers, agents, servants, employees, subsidiaries and affiliates, and those	
25	persons in active concert or participation with them who receive actual notice of this Order by personal	
26	service or otherwise, whether acting directly or through any entity, corporation, subsidiary, division, or	
27	other device,	are hereby restrained and enjoined from, directly or indirectly:
	Stipulated Per	rmanent Injunction 3

1	A. Falsely representing, in any manner, expressly or by implication
2	1. That it is certain or virtually certain that a consumer's vehicle will be picked up
3	or delivered on certain dates or ranges of dates;
4	2. That it is likely that a consumer's vehicle will be picked up or delivered on
5	certain dates or ranges of dates;
6	3. That transportation is available for pickup or delivery of the consumer's vehicle
7	on specific dates or ranges of dates.
8	4. That consumers, by paying a fee or satisfying any other condition, have greater
9	assurance that their vehicle will be picked up or delivered by a certain date or
10	range of dates; or
11	5. That Defendant have a typical or superior record of on-time pickup or delivery
12	of consumer vehicles.
13	B. Representing, in any manner, expressly or by implication that defendant will arrange for
14	the consumer's vehicle to be picked up or delivered on specific dates or ranges of dates, or otherwise
15	in a timely manner, unless, at the time the representation is made, defendant possess reasonable basis
16	for such representation. For purposes of this Order, such reasonable basis shall consist, among other
17	things, of defendants' reasonable assurance (1) that a trucking or other transportation firm is available
18	to make the requested pick up and delivery on the relevant dates and has available capacity, (2) that
19	the trucking firm is reliable, (3) that the trucking firm is prepared to do business with defendants, and
20	(4) that the trucking firm will be paid all added fees or amounts necessary to ensure pickup on the
21	represented dates or ranges of dates.
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26	MONETARY RELIEF
27	II.
	Stipulated Permanent Injunction 4

### **IT IS FURTHER ORDERED:**

A. That judgment is hereby entered against each of the defendants, jointly and severally,
in the amount of FORTY-FIVE THOUSAND DOLLARS (\$ 45,000) for equitable monetary relief,
including but not limited to consumer redress, and for paying any attendant expenses of administering
any redress fund. Such payment shall be made by cashier's check or certified check payable to the
Federal Trade Commission and shall be delivered to the Federal Trade Commission, 901 Market
Street, Suite 570, San Francisco, CA 94103 no later than five (5) business days after entry of this
Order.

B. That any funds paid by defendants pursuant to Part A of this Paragraph shall be paid
into a redress fund administered by the Commission. If the Commission, in its sole discretion,
determines that redress is wholly or partially impractical, any funds not so used shall be deposited into
the United States Treasury as an equitable disgorgement remedy. Defendants shall have no right to
contest the manner of distribution chosen by the Commission or its designated agent.

C. In the event that defendants default on the \$45,000 payment set forth in Part A of this
Paragraph, that amount, less the sum of payments made pursuant to Part A of this Paragraph, becomes
immediately due and payable by defendants, and interest computed at the rate prescribed under 28
U.S.C. § 1961, as amended, shall immediately begin to accrue on the unpaid balance; and
D. That any funds paid by defendants pursuant to Parts C above shall be paid into the

19 redress fund described in Part B of this Paragraph.

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# **RIGHT TO REOPEN**

## III.

IT IS FURTHER ORDERED that the Court's approval of this Order is expressly premised
 upon the truthfulness, accuracy, and completeness of the financial statements provided to counsel by the
 Stipulated Permanent Injunction 5

defendants. If, at any time following entry of this Order, the Commission obtains evidence that the defendants' representations on their financial statements concerning their assets, liabilities or net worth were materially fraudulent, misleading, inaccurate or incomplete, the Commission may, upon motion to the Court, request that this Order be reopened for the purposes of requiring the defendant who made materially fraudulent, misleading, inaccurate or incomplete representation to pay additional consumer redress, and the defendants agree not to contest any reasonable evidence the Commission introduces on consumer injury; *provided however*, that in all other respects this Order shall remain in full force and effect unless otherwise ordered by the Court; *and provided further*, that proceedings initiated under this Part are in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings the Commission may initiate to enforce this Order.

#### **ORDER DISTRIBUTION**

#### IV.

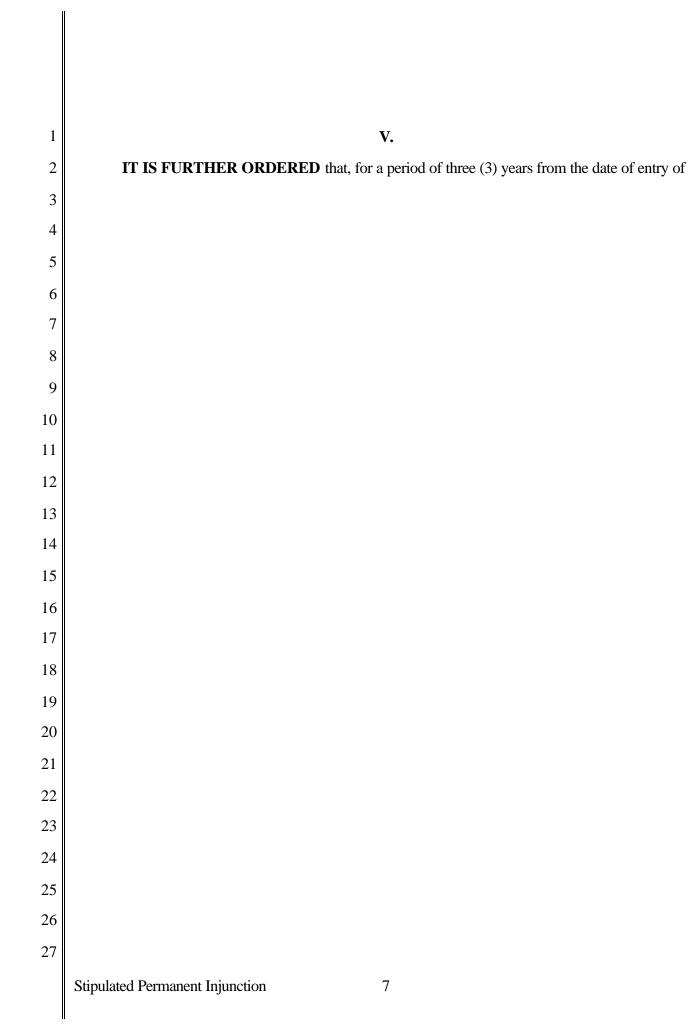
**IT IS FURTHER ORDERED** that, for a period of three (3) years from the date of entry of this Order, defendants, their successors and assigns, and any business of which defendant Katherine A. Carter is the majority owner or which she directly or indirectly manager or controls, which engages in, or assists others engaged in, the sale of automobile transportation brokerage services shall:

A. Provide a copy of this Order to, and obtain a signed and dated acknowledgment of receipt of same from, each officer or director, each individual serving in a management capacity, all personnel involved in responding to consumer complaints or inquiries, and all sales personnel, whether designated as employees, consultants, independent contractors or otherwise, immediately upon employing or retaining any such persons; and

B. Maintain for a period of three (3) years after creation, and upon reasonable notice,
 make available to representatives of the Commission, the original signed and dated acknowledgments
 of the receipt of copies of this Order, as required in Subpart A of this Paragraph.

#### **RECORD KEEPING PROVISIONS**

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b.	the written complaint or refund request, if any, and the date of the
	complaint or refund request;
с.	the basis of the complaint, including the name of any salesperson
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1	2.	Any changes in any individual defendant's employment status (including
2		self-employment) within ten (10) days of such change. Such notice shall include
3		the name and address of each business that any such defendant is affiliated with
4		or employed by, a statement of the nature of the business, and a statement of
5		such defendant's duties and responsibilities in connection with the business or
6		employment; and
7	3.	Any proposed change in the corporate structure of any corporate defendant, or
8		any proposed change in the structure of any business entity owned or controlled
9		by any individual defendant, such as creation, incorporation, dissolution,
10		assignment, sale, merger, creation, dissolution of subsidiaries, proposed filing of
11		a bankruptcy petition, or change in the corporate name or address, or any other
12		change that may affect compliance obligations arising out of this Order, thirty
13		(30) days prior to the effective date of any proposed change; provided,
14		however, that, with respect to any proposed change in the corporation about
15		which any defendant learns less than thirty (30) days prior to the date such
16		action is to take place, such defendant shall notify the Commission as soon as is
17		practicable after learning of such proposed change;
18	B. One h	undred eighty (180) days after the date of entry of this Order, defendants shall
19	provide a written repor	t to the FTC, sworn to under penalty of perjury, setting forth in detail the manner
20	and form in which defe	endants have complied and are complying with this Order. This report shall
21	include but not be limit	ed to:
22	1.	The individual defendant's then current residence address and telephone
23		number;
24	2.	The individual defendant's then current employment, business addresses and
25		telephone numbers, a description of the business activities of each such
26		employer, and defendant's title and responsibilities for each employer;
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1	3. A copy of each acknowledgment of receipt of this Order obtained by
2	defendant pursuant to Part IV of this Order;
3	4. A statement describing the manner in which each such defendant has complied
4	and is complying with the (a) the injunctive provisions of this Order, and (b) the
5	consumer redress provisions of this Order;
6	C. Upon written request by a representative of the Commission, each defendant shall
7	submit additional written reports (under oath, if requested) and produce documents on fifteen (15)
8	days' notice with respect to any conduct subject to this Order;
9	D. For the purposes of this Order, defendants shall, unless otherwise directed by the
10	Commission's authorized representatives, mail all written notifications to the Commission to:
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15	Federal Trade Commission
16	901 Market Street, Room 570 San Francisco, CA 94103
17	E. For the purposes of this Part, "employment" includes the performance of services as an
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Stipulated Permanent Injunction

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2	ATTACHMENT A
3	IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA
4	FOR THE DISTRICT OF NEVADA
5	
6	In the Matter of CV No.
7	FEDERAL TRADE COMMISSION, AFFIDAVIT OF KATHERINE ANN CARTER
8	Plaintiff,
9	VS.
10	A AAAAUTO CAR BROKERS, INC.; AAA ANYWHERE ANYTIME AUTO
11	BROKERS, INC.; and
12	KATHERINE ANN CARTER, individually and as an officer of said corporations.
13	Defendants.
14	
15	Katherine Ann Carter, being duly sworn, hereby states and affirms as follows:
16	1. My name is Katherine Ann Carter. My current residence address is
17	I am a citizen of the United States and am over
18	the age of eighteen. I have personal knowledge of the facts set forth in this Affidavit.
19	2. I am a defendant in A AAAAuto Car Brokers, Inc., AAA Anywhere Anytime Auto
20	Brokers, Inc. and Katherine Ann Carter, individually and as an officer of said
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