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**FILED**

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1           2. There is good cause to believe that Defendants Trek  
2 Alliance, Inc., Trek Education Corporation, VonFlagg Corporation,  
3 Jeffrey Kale Flagg, a/k/a Kale Flagg, Richard Von Alvensleben,  
4 a/k/a Rich Von, Tiffani Von Alvensleben, a/k/a Tiffani Von, and  
5 Harry M. Flagg have engaged in and are likely to engage in acts  
6 that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and  
7 that the Commission is likely to prevail on the merits of this  
8 action.

9           3. There is good cause to believe that immediate and  
10 irreparable harm will result from Defendants' ongoing violations  
11 of the FTC Act unless Defendants are restrained and enjoined by  
12 Order of this Court.

13           4. There is good cause to believe that immediate and  
14 irreparable damage to the Court's ability to grant effective final  
15 relief for consumers in the form of monetary restitution will  
16 occur from the sale, transfer, or other disposition or concealment  
17 by defendants of assets or records unless defendants are  
18 immediately restrained and enjoined by order of this Court, and  
19 that in accordance with Fed. R. Civ. P. 65(b), the interests of  
20 justice therefore require that this order be granted without prior  
21 notice to defendants. There is thus good cause for relieving the  
22 Commission of the duty to provide defendants with prior notice of  
23 the Commission's duty to provide defendants with prior notice of the  
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the Commission's duty to provide defendants with prior notice of the

1 with asset freeze, appointment of a Temporary Receiver and other  
2 equitable relief is in the public interest.

3 7. No security is required of any agency of the United  
4 States for issuance of a restraining order. Fed. R. Civ. P.  
5 65(c).

6 **ORDER**

7 **DEFINITIONS**

8 For purposes of this Order, the following definitions shall  
9 apply:

10 1. "Plaintiff" means the Federal Trade Commission.

11 2. "Defendants" means Trek Alliance, Inc., Trek Education  
12 Corporation, VonFlagg Corporation, Jeffrey Kale Flagg, a/k/a Kale  
13 Flagg, Richard Von Alvensleben, a/k/a Rich Von, Tiffani Von  
14 Alvensleben, a/k/a Tiffani Von, and Harry M. Flagg, and each of  
15 them, by whatever names each might be known by, as well as their  
16 successors, assigns, officers, agents, directors, servants,  
17 employees, salespersons, independent contractors, attorneys,  
18 corporations, subsidiaries, all other persons or entities directly  
19 or indirectly under their control or under common control with any  
20 of them, and all other persons or entities in active concert or  
21 participation with any of them who receive actual notice of this  
22 Order by personal service or otherwise, whether acting directly or  
23 through any corporation, subsidiary, division, or other device,  
24 including, but not limited to, fictitious business names;

25 3. "Corporate Defendants" refers to Trek Alliance, Inc.,  
26 Trek Education Corporation, and VonFlagg Corporation.

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1           4.    "Individual Defendants" refers to Richard Von  
2 Alvensleben, a/k/a Rich Von, Tiffani Von Alvensleben, a/k/a  
3 Tiffani Von, and Harry M. Flagg.

4           5.    "Receivership Defendants" means corporate defendants Trek  
5 Alliance, Inc., Trek Education Corporation, and VonFlagg  
6 Corporation, their affiliates and subsidiaries, and any other  
7 corporations or businesses under the control of any of the  
8 corporate defendants.

9           6.    "Marketing Program" includes, but is not limited to, any  
10 multi-level marketing program, business investment opportunity,  
11 pyramid marketing scheme, Ponzi scheme, or chain marketing scheme  
12 that is marketed by any of the Defendants.

13          7.    "Marketing Program Participant" means anyone who, under  
14 a condition that he or she make a payment, is granted the right to  
15 receive rewards in return for recruiting other people who are also  
16 granted a license or right to receive rewards in return for  
17 recruiting others, upon condition of making a payment, and may  
18 further perpetuate the chain of person who are granted a right  
19 upon such conditions.

20          8.    "Material" means likely to affect a person's choice of,  
21 or conduct regarding, goods or services.

22          9.    "Assets" means any legal or equitable interest in, right  
23 to, or claim to, any real or personal property, including, without  
24 limitation, chattels, goods, instruments, equipment, fixtures,  
25 general intangibles, leaseholds, mail or other deliveries,  
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1           A.    Representing, or assisting others in representing,  
2 expressly or by implication, that persons who participate in such  
3 programs will or are likely to receive substantial income from the  
4 purchase of products or services by their "downline" --i.e, the  
5 participant's recruits and the recruit's successive generation of  
6 recruits--or the recruitment of additional participants;

7           B.    Representing, or assisting others in representing,  
8 expressly or by implication, that persons who participate in such  
9 a program will or are likely to receive compensation related to  
10 recruitment;

11          C.    Representing, or assisting others in representing,  
12 expressly or by implication, that persons who participate in such  
13 a program will or are likely to receive compensation related to  
14 the purchase or sale of goods or services, unless the payment of  
15 such compensation is not prohibited by Section III of this Order;

16          D.    Falsely representing, or assisting others in falsely  
17 representing, expressly or by implication, that persons who  
18 participate in such a program are likely to realize substantial  
19 financial gain;

20          E.    Falsely representing, or assisting others in falsely  
21 representing, expressly or by implication, that salaried or  
22 permanent employment opportunities are available; and

23          F.    Falsely representing, or assisting others in falsely  
24 representing, expressly or by implication, any other material  
25 fact.

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1 II.

2 PROHIBITION AGAINST MATERIAL OMISSIONS

3 IT IS FURTHER ORDERED that Defendants and their successors,  
4 assigns, officers, agents, servants, employees, and attorneys, and  
5 those persons or entities in active concert or participation with  
6 any of them who receive actual notice of this Order by personal  
7 service or otherwise, whether acting directly or through any  
8 corporation, subsidiary, division, or other device, in connection  
9 with the offering for sale or sale of the right to participate in  
10 any Marketing Program, are hereby temporarily restrained and  
11 enjoined from failing to disclose, clearly and conspicuously,  
12 before any consumer pays to become a Marketing Program  
13 Participant, all information material to a consumer's decision to  
14 participate in the Marketing Program, including but not limited to  
15 the following:

16 A. The average amount of commissions, bonuses and overrides  
17 received by all participants in the Marketing Program;

18 B. The number and percentage of current Marketing Program  
19 Participants who have not received any commissions, bonuses or  
20 overrides;

21 C. For each level or rank within the pay plan or  
22 compensation structure of the Marketing Program, the number and  
23 percentage of current Marketing Program Participants who have  
24 reached that level or rank, and the average length of time it took  
25 to reach that level; and

26 D. That the structure of the Marketing Program prevents the  
27 vast majority of the Marketing Program Participants from receiving  
28 substantial income from bonuses, commissions or overrides.







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1 restrained and enjoined from destroying, erasing, mutilating,  
2 concealing, altering, transferring or otherwise disposing of, in  
3 any manner, directly or indirectly, any documents that relate to  
4 the business practices or business or personal finances of any of  
5 the Individual Defendants or the business practices or business  
6 finances of any of the Corporate Defendants, including, but not  
7 limited to, such documents as any contracts, accounting data,  
8 correspondence, advertisements, computer tapes, discs or other  
9 computerized records, books, written or printed records,  
10 handwritten notes, telephone logs, telephone scripts, receipt  
11 books, ledgers, personal and business canceled checks and check  
12 registers, bank statements, appointment books, copies of federal,  
13 state, or local business or personal income or property tax  
14 returns.

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1 including any partnership, limited partnership, joint venture,  
2 sole proprietorship or corporation, without first serving on  
3 counsel for the Commission a written statement disclosing the  
4 following: (1) the name of the business entity; (2) the address  
5 and telephone number of the business entity; (3) the names of the  
6 business entity's officers, directors, principals, managers and  
7 employees; and (4) a detailed description of the business entity's  
8 intended activities.

9 **IT IS FURTHER ORDERED** that each of the Individual Defendants  
10 shall notify the Commission at least seven (7) days prior to any  
11 affiliation with any new or previously inactive business or  
12 employment. Each notice shall include the defendant's new  
13 business address and a statement of the nature of the new business  
14 or employment and of his or her duties and responsibilities in  
15 connection with that business or employment.

16 **IX.**

17 **FINANCIAL INSTITUTIONS**

18 **IT IS FURTHER ORDERED** that any financial or brokerage  
19 institution, business entity, or person having possession,  
20 custody, or control of any records of any of the named Defendants  
21 or Receivership Defendants, or of any account, safe deposit box,  
22 or other asset titled in the name of any of the named Defendants,  
23 either individually or jointly or held for the benefit of any of  
24 the named Defendants, or that has maintained any such account,  
25 safe deposit box, or other asset at any time since January 1,  
26 1999, shall:

27 A. Hold and retain within its control and prohibit the  
28 transfer, encumbrance, pledge, assignment, removal, withdrawal,

1 dissipation, sale, or other disposal of any such account or other  
2 asset, except for transfers or withdrawals authorized in writing  
3 by counsel for Plaintiff, by the Temporary Receiver (with respect  
4 to assets of any of the Receivership Defendants, or by further  
5 order of this Court;

6 B. Deny access to any safe deposit box titled individually  
7 or jointly in the name of any of the named Defendants or otherwise  
8 subject to access by either defendant;

9 C. Provide to Plaintiff and to the Temporary Receiver,  
10 within three (3) business days of notice of this Order, a sworn  
11 statement setting forth:

12 1. The identification of each account or asset;

13 2. The balance of each account or a description of the  
14 nature and value of each asset as of the close of business on the  
15 day notification of this Order is received, and, if the account or  
16 asset has been closed or moved, the balance or value removed and  
17 the person or entity to whom it was transferred; and

18 3. the identification of any safe deposit box titled  
19 in the name of or subject to access by any of the named  
20 Defendants.

21 D. Upon request by counsel for Plaintiff or the Temporary  
22 Receiver (with respect to assets held for any of the Receivership  
23 Defendants), promptly provide Plaintiff or the Temporary Receiver  
24 with copies of all records or other documentation pertaining to  
25 such account or asset, including but not limited to originals or  
26 copies of account applications, account statements, signature  
27 cards bpmite29kpmiwalf sigosit boxe oke signsfers or any sor ptle  
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1 currency transaction reports, 1099 forms, and safe deposit box  
2 logs; and

3 E. At the direction of Plaintiff or the Temporary Receiver  
4 appointed herein, and without further order of this Court, convert  
5 any stocks, bonds, options, mutual funds, or other securities to  
6 their cash equivalents.

7 **X.**

8 **REPATRIATION OF ASSETS**

9 **IT IS FURTHER ORDERED** that within five business days  
10 following service of this Order, each of the named Defendants  
11 shall,

12 A. Repatriate to the United States all funds, documents, or  
13 assets in foreign countries held either: (1) by them; (2) for  
14 their benefit; or (3) under their direct or indirect control,  
15 jointly or singly;

16 B. The same business day as any repatriation under  
17 paragraph A above,

18 1. notify plaintiffs and the Temporary Receiver of the  
19 name and location of the financial institution or other entity  
20 that is the recipient of such funds, documents, or assets; and

21 2. serve this Order on any such financial institution  
22 or other entity;

23 C. Provide Plaintiff and the Temporary Receiver with a full  
24 accounting of all funds, documents, and assets outside of the  
25 territory of the United States held either: (1) by them; (2) for  
26 their benefit; or (3) under their direct or indirect control,  
27 jointly or singly; and

1 D. Hold and retain all repatriated funds, documents, and  
2 assets and prevent any transfer, disposition, or dissipation  
3 whatsoever of any such assets or funds.

4 **XI.**

5 **IMMEDIATE ACCESS TO DEFENDANTS' RECORDS**

6 **IT IS FURTHER ORDERED** that Defendants and their successors,  
7 assigns, officers, agents, servants, employees, and attorneys, and  
8 those persons in active concert or participation with any of them  
9 who receive actual notice of this Order by personal service or  
10 otherwise, whether acting directly or through any corporation,  
11 subsidiary, division, or other device, and the Temporary Receiver,  
12 shall allow Plaintiff's representatives immediate access to the  
13 business premises, mail drops, storage facilities, and all other  
14 business locations owned, controlled, or used by defendants,  
15 including, but not limited to, 917 Tahoe Blvd., Suites #103 and  
16 #208, Incline Village, Nevada, and 875 E. Patriot Blvd., Suite  
17 205, Reno, Nevada. The purpose of the access shall be to effect  
18 service and to inspect and copy materials relevant to this action.  
19 Plaintiff shall have the right to remove documents from  
20 Defendants' premises in order that they may be inspected,  
21 inventoried, and copied. Plaintiff shall return any such removed  
22 documents within three (3) business days, or such time-period that  
23 is agreed upon by Plaintiff and Defendants. Defendants, to the  
24 extent they are in possession of documents relevant to this  
25 action, shall provide Plaintiff with any necessary means of access  
26 to these documents, including without limitation keys and  
27 combinations to locks, computer access codes, and storage area  
28 access information;

1           **IT IS FURTHER ORDERED** that the Temporary Receiver shall  
2 subsequently allow the Commission's representatives, the  
3 representatives of the named Defendants, and the named Defendants  
4 themselves, reasonable access to the business premises of the  
5 Receivership Defendants. The purpose of this access shall be to  
6 inspect and copy any and all books, records, accounts, and other  
7 property owned by or in the possession of the Receivership  
8 Defendant. The Temporary Receiver shall have the discretion to  
9 determine the time and manner of this access.

10           **IT IS FURTHER ORDERED** that if, at the time of service of this  
11 Order, any records or property relating to Defendants' business or  
12 assets are located in the personal residence of any of the named  
13 Defendants, then such Defendant shall, within forty-eight (48)  
14 hours of service of this Order, produce to Plaintiff, at a  
15 location designated by Plaintiff:

16           A. All contracts, accounting data, written or electronic  
17 correspondence, advertisements, computer tapes, discs, or other  
18 computerized or electronic records, books, written or printed  
19 records, handwritten notes, telephone logs, telephone scripts,  
20 telephone bills, receipt books, ledgers, membership records and  
21 lists, refund records, receipts, ledgers, bank records (including  
22 personal and business monthly statements, canceled checks, records  
23 of wire transfers, and check registers), appointment books, copies  
24 of federal, state, and local business or personal income or  
25 property tax returns, 1099 forms, title records, and other  
26 documents or records of any kind that relate to defendants'  
27 business and assets; and  
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B All computers and data in whatever form, used by

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XII.

APPOINTMENT OF TEMPORARY RECEIVER

(cont'd from previous page)

It is provided however that the Temporary Receiver shall,



1 Temporary Receiver that such persons are not removing from the  
2 premises documents or assets of the Receivership Defendants;

3 D. Conserve, hold, and manage all receivership assets, and  
4 perform all acts necessary or advisable to preserve the value of  
5 those assets, in order to prevent any irreparable loss, damage, or  
6 injury to consumers or to creditors of the Receivership  
7 Defendants, including, but not limited to, obtaining an accounting  
8 of the assets and preventing transfer, withdrawal, or  
9 misapplication of assets;

10 E. Enter into contracts and purchase insurance as advisable  
11 or necessary;

12 F. Prevent the inequitable distribution of assets and to  
13 determine, adjust, and protect the interests of consumers and  
14 creditors who have transacted business with the Receivership  
15 Defendants;

16 G. Manage and administer the business of the Receivership  
17 Defendants until further order of this Court by performing all  
18 incidental acts that the Temporary Receiver deems to be advisable  
19 or necessary, which includes retaining, hiring, or dismissing any  
20 employees, independent contractors, or agents;

21 H. Choose, engage, and employ attorneys, accountants,  
22 appraisers, and other independent contractors and technical  
23 specialists, as the Temporary Receiver deems advisable or  
24 necessary in the performance of duties and responsibilities under  
25 the authority granted by this Order;

26 I. Make payments and disbursements from the receivership  
27 estate that are necessary or advisable for carrying out the  
28 directions of, or exercising the authority granted by, this Order.

1 The Temporary Receiver shall apply to the Court for prior approval  
2 of any payment of any debt or obligation incurred by the  
3 Receivership Defendants prior to the date of entry of this Order,  
4 except payments that the Temporary Receiver deems necessary or  
5 advisable to secure assets of the Receivership Defendants, such as  
6 rental payments;

7 J. Determine and implement the manner in which the  
8 Receivership Defendants will comply with, and prevent violations  
9 of, this Order and all other applicable laws;

10 K. Institute, compromise, adjust, appear in, intervene in,  
11 or become party to such actions or proceedings in state, federal  
12 or foreign courts that the Temporary Receiver deems necessary and  
13 advisable to preserve or recover the assets of the Receivership  
14 Defendants or that the Temporary Receiver deems necessary and  
15 advisable to carry out the Temporary Receiver's mandate under this  
16 Order;

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1 N. Open one or more bank accounts as designated  
2 depositories for funds of the Receivership Defendants. The  
3 Temporary Receiver shall deposit all funds of the Receivership  
4 Defendants in such a designated account and shall make all  
5 payments and disbursements from the receivership estate from such  
6 an account; and

7 O. Maintain accurate records of all receipts and  
8 expenditures that s/he makes as Temporary Receiver.

9 **XIV.**

10 **COOPERATION WITH THE TEMPORARY RECEIVER**

11 **IT IS FURTHER ORDERED** that Defendants, and their agents,  
12 servants, employees, and attorneys, and all persons or entities  
13 directly or indirectly under the control of either of them, and  
14 all other persons or entities in active concert or participation  
15 with either of them who receive actual notice of this Order by  
16 personal service or otherwise, and each such person, shall fully  
17 cooperate with and assist the Temporary Receiver. Such  
18 cooperation and assistance shall include, but not be limited to,  
19 providing any information to the Temporary Receiver that the  
20 Temporary Receiver deems necessary to exercising the authority and  
21 discharging the responsibilities of the Temporary Receiver under  
22 this Order; providing any password required to access any computer  
23 or electronic files in any medium; or advising all persons who owe  
24 money to the Receivership Defendants (other than sales  
25 representatives) that all debts should be paid directly to the  
26 Temporary Receiver. Defendants are hereby temporarily restrained  
27 and enjoined from directly or indirectly:  
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1           A.    Transacting any of the business of the Receivership  
2 Defendants, or transacting business under the name Trek, Trek  
3 Alliance, Inc., Trek Education Corporation, TEC, VonFlagg  
4 Corporation, or any substantially similar name;

5           B.    Destroying, secreting, defacing, transferring, or  
6 otherwise altering or disposing of any documents of the  
7 Receivership Defendants, including, but not limited to, books,  
8 records, accounts, or any other papers of any kind or nature;

9           C.    Transferring, receiving, altering, selling, encumbering,  
10 pledging, assigning, liquidating, or otherwise disposing of any  
11 assets owned, controlled, or in the possession or custody of, or  
12 in which an interest is held or claimed by, the Receivership  
13 Defendants, or the Temporary Receiver;

14          D.    Excusing debts owed to the Receivership Defendants;

15          E.    Failing to notify the Temporary Receiver of any asset,  
16 including accounts, of a Receivership Defendants held in any name  
17 other than the name of the Receivership Defendants, or by any  
18 person or entity other than the Receivership Defendants, or  
19 failing to provide any assistance or information requested by the  
20 Temporary Receiver in connection with obtaining possession,  
21 custody, or control of such assets; or

22          F.    Doing any act or refraining from any act whatsoever to  
23 interfere with the Temporary Receiver's taking custody, control,  
24 possession, or managing of the assets or documents subject to this  
25 receivership; or to harass or interfere with the Temporary  
26 Receiver in any way; or to interfere in any manner with the  
27 exclusive jurisdiction of this Court over the assets or documents  
28 of the Receivership Defendants; or to refuse to cooperate with the

1 Temporary Receiver or the Temporary Receiver's duly authorized  
2 agents in the exercise of their duties or authority under any  
3 Order of this Court.

4 **XV.**

5 **DELIVERY OF RECEIVERSHIP PROPERTY**

6 **IT IS FURTHER ORDERED** that:

7 A. Immediately upon service of this Order upon them, or  
8 within a period permitted by the Temporary Receiver, the  
9 Individual Defendants and all other persons in possession,  
10 custody, and control of assets or documents of the Receivership  
11 Defendants shall transfer or deliver possession, custody, and  
12 control of the following to the Temporary Receiver:

13 1. All assets of the Receivership Defendants;

14 2. All documents of the Receivership Defendants,  
15 including, but not limited to, books and records of accounts, all  
16 financial and accounting records, balance sheets, income  
17 statements, bank records (including monthly statements, canceled  
18 checks, records of wire transfers, and check registers), client  
19 lists, title documents and other papers;

20 3. All assets belonging to members of the public now  
21 held by the Receivership Defendants; and

22 4. All keys and codes necessary to gain or to secure  
23 access to any assets or documents of the Receivership Defendants,  
24 including, but not limited to, access to their business premises,  
25 means of communication, accounts, computer systems, or other  
26 property.

27 B. In the event any person or entity fails to deliver or  
28 transfer any asset or otherwise fails to comply with any provision



1 of this Paragraph, the Temporary Receiver may file, on an ex parte  
2 basis, an Affidavit of Non-Compliance regarding the failure. Upon  
3 filing of the affidavit, the Court may authorize, without  
4 additional process or demand, Writs of Possession or Sequestration  
5 or other equitable writs requested by the Temporary Receiver. The  
6 writs shall authorize and direct the United States Marshal or any  
7 sheriff or deputy sheriff of any county (pursuant to Fed. R. Civ.  
8 P. 4(c)(1)) to seize the asset, document, or other thing and to  
9 deliver it to the Temporary Receiver.

10 **XVI.**

11 **BANKRUPTCY PETITIONS**

12 **IT IS FURTHER ORDERED** that, in light of the asset freeze and  
13 appointment of the Temporary Receiver, each of the Individual  
14 Defendants is hereby prohibited from filing, or causing to be  
15 filed, on behalf of either him- or herself or of any of the  
16 Corporate or Receivership Defendants, a petition for relief under  
17 the United States Bankruptcy Code, 11 U.S.C. § 101 et seq.,  
18 without prior permission from this Court.

19 **XVII.**

20 **TRANSFER OF FUNDS TO THE TEMPORARY RECEIVER**

21 **IT IS FURTHER ORDERED** that, upon service of a copy of this  
22 Order, all banks, broker-dealers, savings and loans, escrow  
23 agents, title companies, commodity trading companies, or other  
24 financial institutions shall cooperate with all reasonable  
25 requests of the Temporary Receiver relating to implementation of  
26 this Order, including transferring funds at his direction and  
27 producing records related to the assets of the Receivership  
28 Defendants.

XVIII.

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1           4.    Doing any act or thing whatsoever to interfere with  
2           the Temporary Receiver taking custody, control, possession,  
3           or management of the assets or documents subject to this  
4           receivership, or to harass or interfere with the Temporary  
5           Receiver in any way, or to interfere in any manner with the  
6           exclusive jurisdiction of this Court over the assets or  
7           documents of the Receivership Defendants.

8           B.    This paragraph does not stay:

9           1.    The commencement or continuation of a criminal  
10          action or proceeding;

11          2.    The commencement or continuation of an action or  
12          proceeding by a governmental unit to enforce such  
13          governmental unit's police or regulatory power;

14          3.    The enforcement of a judgment, other than a money  
15          judgment, obtained in an action or proceeding by a  
16          governmental unit to enforce such governmental unit's police  
17          or regulatory power;

18          4.    The commencement of any action by the Secretary of  
19          the United States Department of Housing and Urban Development  
20          to foreclose a mortgage or deed of trust in any case in which  
21          the mortgage or deed of trust held by the Secretary is  
22          insured or was formerly insured under the National Housing  
23          Act and covers property, or combinations of property,  
24          consisting of five or more living units; or

25          5.    The issuance to a Receivership Defendants of a  
26          notice of tax deficiency.

27           C.    Except as otherwise provided in this Order, all persons  
28          and entities in need of documentation from the Temporary Receiver

- 1 shall in all instances first attempt to secure such information by
- 2 submitting a formal written request to the Temporary Receiver,

1 Temporary Receiver will well and truly perform the duties of the  
2 office and abide by and perform all acts the Court directs.

3 **XXI.**

4 **DISTRIBUTION OF ORDER**

5 **IT IS FURTHER ORDERED** that named Defendants shall immediately  
6 provide a copy of this Order to each of the Corporate Defendants'  
7 affiliates, franchises, subsidiaries, divisions, successors,  
8 assigns, directors, officers, managing agents, employees,  
9 representatives, and independent contractors and shall, within  
10 three (3) business days from the date of service of this Order,  
11 serve on plaintiff affidavits identifying the names, titles,  
12 addresses, and telephone numbers of the persons and entities whom  
13 they have served pursuant to this provision. The Temporary  
14 Receiver has no obligation under this provision.

15 **XXII.**

16 **CREDIT REPORTS**

17 **IT IS FURTHER ORDERED** that Plaintiff may obtain credit  
18 reports concerning any of the named Defendants pursuant to Section  
19 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. §  
20 1681b(a)(1), and that, upon written request, any credit reporting  
21 agency from which such reports are requested shall provide them to  
22 Plaintiff.

23 **XXIII.**

24 **CORRESPONDENCE**

25 **IT IS FURTHER ORDERED** that, for the purposes of this Order,  
26 all correspondence and service of pleadings on Plaintiff shall be  
27 addressed to:

1 John D. Jacobs  
2 Jennifer M. Brennan  
3 Federal Trade Commission  
4 10877 Wilshire Blvd., #700  
5 Los Angeles, CA 90024  
6 Fax: (310).824-4380

XXIV.

PRELIMINARY INJUNCTION HEARING

Mark Alliance, Inc.

1 represented by counsel, to a fax number previously designated by  
2 the defendant in writing to counsel for Plaintiff; if the  
3 defendant has not so designated a fax number/x012 7

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XXV.

EXPIRATION

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IT IS FURTHER ORDERED that this Order shall expire as to each named Defendant ten (10) court days after entry unless, within such time, for good cause shown, it is extended for a like period, or unless the named Defendant consents that it may be extended for