

1 WILLIAM BLUMENTHAL  
General Counsel

2  
3 QUISAIRA A. WHITNEY  
RICHARD McKEWEN  
Federal Trade Commission  
4 600 Pennsylvania Avenue, NW, H-238  
Washington, DC 20580  
5 (202) 326-2351; 3071/ (202) 326-3395 (fax)  
qwhitney@ftc.gov; rmckewen@ftc.gov  
6 *Counsel for Plaintiff Federal Trade Commission*

7 BILL L

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

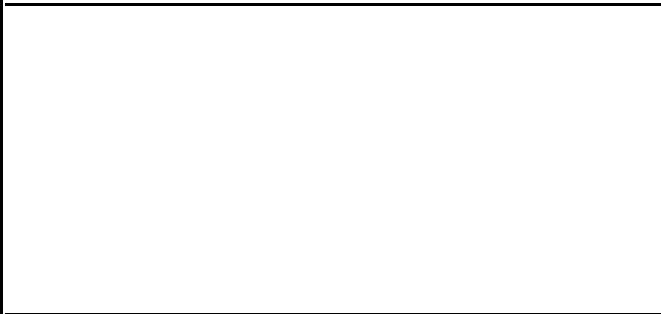
24

25

26

27

28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



**CONSENT**

The parties, individually and by and through their counsel and authorized representatives' signatures below, hereby consent to the entry of the Final Judgment and Permanent Injunction attached hereto as Exhibit 1.

\_\_\_\_\_  
 Quisaira A. Whitney Date  
 Richard McKewen  
 Federal Trade Commission  
 600 Pennsylvania Avenue, NW, H-238  
 Washington, DC 20580  
 Phone: (202) 326-2351 (Whitney)  
 (202) 326-3071 (McKewen)  
 Fax: (202) 326-3395  
 Email: qwhitney@ftc.gov  
 rmckewen@ftc.gov

COUNSEL FOR PLAINTIFF FEDERAL  
 TRADE COMMISSION

\_\_\_\_\_  
 Peonie Pui Ting Chen Date

\_\_\_\_\_  
 Qing Kuang (Rick) Yang Date

\_\_\_\_\_  
 For: Optin Global, Inc. Date

\_\_\_\_\_  
 For: Vision Media Limited Corp. Date

/s/ \_\_\_\_\_ April 6, 2006  
 Ian K. Sweedler (169969) Date  
 Deputy Attorney General  
 Office of the Attorney General  
 455 Golden Gate Avenue, Suite 11000  
 San Francisco, CA 94102  
 Phone: (415) 703-5597  
 Fax: (415) 703-5480  
 Email: ian.sweedler@doj.ca.gov

COUNSEL FOR PLAINTIFF THE PEOPLE  
 OF THE STATE OF CALIFORNIA

\_\_\_\_\_  
 John Chu (104302) Date  
 Corporate Counsel Law Group, LLP  
 505 Sansome Street, Suite 475  
 San Francisco, CA 94111  
 Phone: (415) 989-5300  
 Fax: (415) 788-4315  
 Email: jchu149@yahoo.com

COUNSEL FOR DEFENDANTS OPTIN  
 GLOBAL, INC., VISION MEDIA LIMITED  
 CORP., RICK YANG, and PEONIE PUI  
 TING CHEN



CONFIDENTIAL

1  
2

The parties, individually and by and through their counsel and authorized representatives

3 signate hereby consent to the entry of the

4

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

CONFIDENTIAL

CONFIDENTIAL

# EXHIBIT 1







1 (2004); and Sections 17203, 17204, 17206, 17529.5, 17535, and 17536 of the California  
2 Business and Professions Code, Cal. Bus. & Prof. Code §§ 17203, 17204, 17206, 17529.5,  
3 17535, and 17536 (West 1997 & Supp. 2004).

4 5. Defendants have stipulated to the entry of this Judgment freely and without coercion.  
5 Defendants acknowledge that they have read and understand the provisions of this Judgment and  
6 are prepared to abide by them.

7 6. All of the parties to this action have agreed that the entry of this Judgment resolves all  
8 matters of dispute among them arising from the Complaint in this action, up to the date of entry  
9 of this Judgment.

10 7. Defendants have waived all rights to seek appellate review or otherwise challenge or  
11 contest the validity of this Judgment. Defendants have further waived and released any claims  
12 they may have against the Commission, the State of California, their employees, representatives,  
13 or agents.

14 8. Defendants are not entitled to seek or to obtain attorneys' fees as prevailing parties  
15 under the Equal Access to Justice Act, 28 U.S.C. § 2412 (as amended by Pub. L. 104-121, 110  
16 Stat. 847, 863-64 (1996)), and Defendants have waived any right to attorneys' fees that may arise  
17 under said law or any other provision of state or federal law.

18 9. This Judgment is in addition to, and not in lieu of, any other civil or criminal remedies  
19 that may be provided by law.

20 10. Except as provided herein, no provision of this Judgment shall be construed as an  
21 admission that Defendants have engaged in violations of the FTC Act, the CAN-SPAM Act, or  
22 the California Business and Professions Code.

23 11. Entry of this Judgment is in the public interest, and there being no just reason for  
24 delay, the Clerk is directed to enter judgment immediately.

25 **DEFINITIONS**

26 1. "**Affiliate Program**" means any arrangement whereby any person through hyperlinks  
27 on the World Wide Web, hyperlinks in commercial email messages, or any other Internet-based  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

1 electronic mail address, and any other information that appears in the line identifying, or  
2 purporting to identify, a person initiating the message.” 15 U.S.C. § 7702(8) (2004).

3 14. “**Hyperlink**” means a string of text, an image, or a region of an image that will  
4 automatically direct a user to an Internet website when the user selects it with a mouse-click.

5 15. “**Initiate**” “when used with respect to a commercial email message, means to  
6 originate or transmit such message or to procure the origination or transmission of such  
7 message.” 15 U.S.C. § 7702(9) (2004).

8 16. “**Plaintiffs**” mean the Federal Trade Commission and the People of the State of  
9 California.

10 17. “**Procure**” “when used with respect to the initiation of a commercial email message,  
11 means intentionally to pay or provide other consideration to, or induce, another person to initiate  
12 such a message on one’s behalf.” 15 U.S.C. § 7702(12) (2004).

13 18. “**Protected computer**” means a computer that is used in interstate or foreign  
14 commerce or communication, including a computer located outside the United States that is used  
15 in a manner that affects interstate or foreign commerce or communication of the United States.  
16 15 U.S.C. § 7702(13) (2004); 18 U.S.C. § 1030(e)(2)(B) (2004).

17 19. “**Sender**” “when used with respect to a commercial electronic mail message, means a  
18 person who initiates such a message and whose product, service, or Internet website is advertised  
19 or promoted by the message.” 15 U.S.C. § 7702(16)(B) (2004).

20 20. “**Valid physical postal address**” means a sender’s current street address within the  
21 United States, a Post Office box a sender has registered with the United States Postal Service, or  
22 a private mailbox a sender has registered with a commercial mail receiving agency that is  
23 established pursuant to United States Postal Service regulations; *provided, however*, that if and  
24 when the Commission, pursuant to the CAN-SPAM Act, promulgates any regulation that  
25 defines “valid physical postal address,” the definition contained in that regulation shall be the  
26 definition of “valid physical postal address” for purposes of this Judgment.

27 //

28 //

**ORDER**

**I.**

**PROHIBITIONS AGAINST VIOLATING CAN-SPAM ACT**

**IT IS THEREFORE ORDERED** that Defendants and their officers, agents, servants, employees, and attorneys, and those persons in active concert or participation with them who receive actual notice of this Judgment by personal service or otherwise, are hereby permanently restrained and enjoined from violating the CAN-SPAM Act by, among other things, initiating a commercial email that:

A. Contains, or is accompanied by, materially false or materially misleading header information, including but not limited to:

1. an originating electronic mail address, domain name, or Internet Protocol address the access to which, for purposes of originating the message, was obtained by means of false or fraudulent pretenses or representations; or
2. a “from” line (the line identifying or purporting to identify the person initiating the messages) that does not accurately identify any person who initiated the message;

B. Contains a subject heading likely to mislead recipients, acting reasonably under the circumstances, about material facts regarding the contents or subject matter of the message, including a message subject heading that falsely suggests that the recipient has already submitted a mortgage application, made some inquiry, has an account, or that otherwise suggests that the sender, or any person or entity already has a relationship with the recipient;

C. Does not: (1) include a clear and conspicuous notice of the recipient’s opportunity to decline to receive further commercial electronic mail messages from the sender at the recipient’s electronic mail address; and (2) begin with the language “To stop receiving commercial email from us . . . ,” and followed by a description of the means by which the recipient can decline to receive future commercial email messages from the sender;

- 1 D. Does not include a functioning return electronic mail address or other Internet-based
- 2 mechanism, clearly and conspicuously displayed, that a recipient can use to submit a
- 3 reply electronic mail message or other form of Internet-based communication
- 4 requesting not to receive future commercial electronic mail messages from the sender
- 5 at the electronic mail address where the message was received, and that remains
- 6 capable of receiving such messages or communications for no less than 30 days after
- 7 the transmission of the original message;
- 8 E. Does not include the sender's valid physical postal address;
- 9 F. Is sent to a recipient's email address more than 10 business days (or such lesser time
- 10 established by future Commission rule) after the sender receives a request from that
- 11 email recipient not to receive future commercial electronic mail messages from the
- 12 sender at the recipient's electronic mail address; and
- 13 G. Fails to provide clear and conspicuous identification that the message is an
- 14 advertisement or solicitation. This prohibition, however, does not apply to
- 15 commercial email messages transmitted only to recipients from whom Defendants
- 16 have obtained Affirmative Consent.

17 **II.**

18 **PROHIBITION AGAINST VIOLATING SECTION 172.9753 of reose pd( to.98ns)Tj3.s9**

19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 B. The commercial email message has a subject line that a person knows would be likely  
2 to mislead a recipient, acting reasonably under the circumstances, about a material  
3 fact regarding the contents or subject matter of the message.

4 **III.**

5 **MONITORING OF AFFILIATES BY DEFENDANTS FOR COMPLIANCE**

6 **IT IS FURTHER ORDERED** that Defendants and their officers, agents, servants,  
7 employees, and attorneys, and those persons in active concert or participation with them who  
8 receive actual notice of this Judgment by personal service or otherwise, are hereby permanently  
9 restrained and enjoined from initiating a commercial email or operating any affiliate program  
10 without taking the following steps to ensure compliance with Parts I and II of this Judgment:

11 A. Prior to any person's participation in an affiliate program operated by Defendants,  
12 Defendants shall require each prospective participant to provide identifying  
13 information to Defendants, including, but not limited to:

- 14 1. the name, physical address, and a working telephone number for each prospective  
15 participant. In the event that the prospective participant is not a natural person,  
16 but is a corporation, partnership, proprietorship, limited liability company, or  
17 other organization or legal entity, including an association, cooperative, agency, or  
18 other group or combination acting as an entity, Defendants shall also require from  
19 that prospective participant the name(s), address(es), and working telephone  
20 number(s) of the natural person(s) who owns, manages, or controls that  
21 prospective participant;
- 22 2. if the natural person(s) listed in Paragraph A.1 of this Part resides in the United  
23 States, a photocopy of that person's driver's license or other State-issued  
24 identification card; and
- 25 3. if the natural person(s) listed in Paragraph A.1 of this Part resides outside of the  
26 United States, a photocopy of a government-issued identification for such person;

27 B. Defendant shall require each person who participates in any of Defendants' affiliate  
28



1 programs to provide identifying information to Defendants concerning that  
2 participant's sub-affiliates, employees, agents, or sub-contractors who initiate  
3 commercial email messages on Defendants' behalf. Such identifying information  
4 shall include the same types of information as required by Paragraph A of this Part  
5 and shall be required prior to that person's participation in any of Defendants' affiliate  
6 programs or immediately after any change to that participant's sub-affiliates,  
7 employees, agents, or sub-contractors;

8 C. Prior to any person's participation in any of Defendants' affiliate programs,  
9 Defendants shall provide each such person with a copy of this Judgment;

10 D. Prior to any person's participation in any of Defendants' affiliate programs,  
11 Defendants shall obtain from each such person an express written agreement to  
12 comply with this Judgment, the CAN-SPAM Act, and Section 17529.5 of the  
13 California Business and Professions Code, as well as an acknowledgment of receipt  
14 of a copy of this Judgment;

15 E. Defendants shall require each person who initiates commercial email messages on  
16 Defendants' behalf to submit to Defendants, at least seven (7) days prior to the start of  
17 an email campaign on Defendants' behalf, the following information:

- 18 1. the subject line, body, and source code for each email message in the proposed  
19 email campaign;
- 20 2. the email address(es) from which each proposed campaign will be sent; and
- 21 3. the proposed dates that the email messages in the campaign will be sent;

22 F. At least three (3) days prior to the start of an email campaign that has been submitted  
23 to Defendants under Paragraph E of this Part, Defendants shall review that email  
24 campaign for compliance with the CAN-SPAM Act, Section 17529.5 of the  
25 California Business and Professions Code, and this Judgment. If, after reviewing  
26 such email campaign, Defendants determine that the campaign is in compliance with  
27 the CAN-SPAM Act, Section 17529.5 of the California Business and Professions  
28 Code, and this Judgment, Defendants shall provide to the person who submitted that

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

been directed to Defendants' web site by a commercial email message. I



1 nonrecourse promissory note in the amount of five hundred thousand dollars  
2 (\$500,000) payable to Plaintiffs and secured by a mortgage on the real property  
3 located at 3 Grant Street, Adams, Massachusetts, (the "Adams Property"), said  
4 note due and payable one hundred eighty (180) days after entry of this Judgment.

- 5 5. Defendant Chen shall cooperate fully with Plaintiffs and be responsible for  
6 preparing, executing and recording the necessary documents and doing whatever  
7 else Plaintiffs deem reasonably necessary or desirable to perfect, evidence, and  
8 effectuate its liens and security interests granted against the Las Vegas and Adams  
9 Properties. Defendant Chen shall be responsible for paying all fees and costs  
10 required in connection with the liens granted herein, including all fees (including  
11 attorneys' fees, if any) and costs related to the preparation, execution, delivery and recording of the same.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

101-9511 Td(co

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

immediately become due and payable, and in that event, Plaintiffs are hereby authorized to execute judgment for such amount against Defendants;

D. Plaintiffs' agreement to this Judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements and supporting documents, as well as the sworn deposition testimony given by Defendants on August 17-18, 2005, all of which include material information upon which Plaintiffs have relied in negotiating and agreeing to this Judgment. If, upon motion by Plaintiffs, this Court finds that Defendants have failed to disclose any material asset or materially misstated the value of any asset in the financial statements, related documents, or testimony described above, or have made any other material misstatement or omission in the financial statements, related documents, or testimony, the Court shall enter judgment in favor of Plaintiffs for the amount of the debt, plus interest, costs, and attorneys' fees.

4Tj2.94 0 ta

1 IV.B.1 and IV.B.2 of this Judgment. The asset freeze on the Las Vegas Property and the Adams  
2 Property shall also be lifted to the extent necessary to sell those properties and transfer the  
3 proceeds of each sale as required by Paragraph IV.B.6 of this Judgment. The asset freeze on  
4 Defendant Chen's property located at 6466 Livia Avenue, Temple City, California, shall be lifted  
5 upon the transfer to the California Department of Justice of the funds described in Paragraphs  
6 IV.B.1 and IV.B.2 of this Judgment.

7  
8 **VI.**

9 **COMPLIANCE MONITORING**

10 **IT IS FURTHER ORDERED** that, for the purpose of monitoring and investigating The  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act,  
2 15 U.S.C. §§ 49 and 57b-1, to obtain any documentary material, tangible things, testimony, or  
3 information relevant to unfair or deceptive acts or practices in or affecting commerce (within the  
4 Cwant to u 0 0 -1 63.7200012 778.44000 931, to obtain a 45(a)mair or 1

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28







1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 managers. Defendants must also deliver copies of this Judgment to all of their  
2 employees, agents, independent contractors, and persons who engage in conduct  
3 related to the subject matter of this Judgment. For current personnel, delivery shall be  
4 within five (5) days of service of this Judgment. For new personnel, delivery shall  
5 occur prior to them assuming their responsibilities; and

6 B. Defendants must secure a signed and dated written or electronic statement (which  
7 signature may be obtained electronically provided that the signature would comply  
8 with the signature requirements of the Electronic Signatures in Global and National  
9 Commerce Act, 15 U.S.C. §§ 7001 *et seq.*), acknowledging receipt of this Judgment,  
10 within thirty (30) days of delivery, from all persons receiving a copy of this Judgment  
11 pursuant to this Part.

12 **X.**

13 **ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

14 **IT IS FURTHER ORDERED** that each Defendant, within five (5) business days of  
15 receipt of this Judgment as entered by the Court, must submit to Plaintiffs a truthful sworn  
16 statement acknowledging having received and read this Judgment.  
17

18 **XI.**

19 **FEES AND COSTS**

20 **IT IS FURTHER ORDERED** that, except as provided in Paragraph IV.B.1, each party  
21 to this Judgment shall bear his, her, or its own costs and attorneys' fees incurred in connection  
22 with this action.  
23

24 **XII.**

25 **DUTY TO COOPERATE**

26 **IT IS FURTHER ORDERED** that Defendants shall cooperate fully, truthfully and  
27 completely with Plaintiffs in any litigation related to this matter. This cooperation includes, but  
28 is not limited to, maintaining all documents relevant to the litigation and assisting in the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28