

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**Case No. 06-20168 - CIV**

**U.S. District Judge Altonaga / U.S. Magistrate Judge Turnoff**

**FEDERAL TRADE COMMISSION,**

**Plaintiff,**

**v.**

**REMOTE RESPONSE CORPORATION,  
et. al.,**

**Defendants.**

**AMENDED<sup>1</sup> STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION AND  
MONETARY JUDGMENT AS TO DEFENDANTS REMOTE RESPONSE  
CORPORATION, ALBERTO SALAMA, SAMUEL SALAMA, AND ELIAS SALAMA**

The Federal Trade Commission (the “Commission” or “FTC”) filed this action, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, against Remote Response Corporation (also doing business as Amerikash, Global-Amerikash, Instant Way, and Amerikhealth) (“Remote Response”), Alberto M. Salama (“Alberto Salama”), Samuel M. Salama (“Samuel Salama”), Elias M. Salama (“Elias Salama”),

Joseph Bens48(b)3 5 Tc(a)-31(l)-3( W)-112(“-11(R)-28(e)-31(n)-15(s)-26(48(b)3 5 Tc(a)-31(l)-3( W)-1-31(O)-42(,)-45

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16 C.F.R. Part 310; the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. §§ 1693-1693r; and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b) (“Regulation E”).

The Commission filed the initial complaint, which named Espitia, Instant Way, Alberto Salama, and Remote Response, on January 23, 2006, along with a motion for a temporary restraining order, appointment of receivers, and asset freezes. On February 15, 2006, the Court entered the Stipulated Preliminary Injunction With Asset Freeze, Appointment of Permanent Receivers, and Other Equitable Relief (“First Preliminary Injunction”) as to Defendants Remote Response, Instant Way, Espitia, and Alberto Salama. Defendants Remote Response and Alberto Salama each filed separate answers on February 23, 2006. On June 5, 2006, the Commission filed its First Amended Complaint, which made no change to the substantive allegations of the complaint, but named Elias Salama, Samuel Salama, and Bensabat as defendants. On June 20, 2006, the Court entered the Stipulated Preliminary Injunction With Asset Freeze and Other Equitable Relief as to Defendants Elias Salama and Samuel Salama (“Second Preliminary

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**IT IS THEREFORE STIPULATED, AGREED, AND ORDERED AS FOLLOWS:**

**FINDINGS**

1. This Court has jurisdiction of the subject matter of this case and over all parties hereto.
- 2.

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9. Defendants have waived all rights to seek judicial review or otherwise challenge or contest the validity of this Order, and further waive and release any claim they may have against the FTC, its employees, and agents, including any claims that may arise for attorneys' fees or other costs under the Equal Access to Justice Act, 28 U.S.C. § 2412, *as amended*.
10. The parties shall each bear their own costs and attorneys' fees incurred in this action.

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period and will incur an obligation to pay for the product or service if he or she does not take affirmative action to cancel before the end of that period.

11. “Frozen Funds” means all accounts frozen pursuant to Paragraphs VI and VII of the First and Second Stipulated Preliminary Injunctions, in the amount as of the date the accounts were frozen, plus any interest payable by the financial institution, without deducting any costs, fees, or interest payable to the financial institution, and any funds deposited into any frozen account pursuant to prior order of the Court.

12. “Health discount plan” means any plan that, for payment of a membership fee, provides to consumers a list of health care providers or sellers of health-related products who offer discounts to members of the plan.

13. “The LLCs” means ASE and its interests in Areca Palms, LLC; Stirling, LLC; ST, LLC; Villas at Oak Hammock, LLC, and EM Investments, LLC.

14. “LLC Net Proceeds” means the amount obtained upon sale of any of the LLCs after payment of any taxes owed, any adjustments in favor of the buyer(s) required to sell the LLCs, and customarily required brokers’ commissions and closing costs.

15. “Person” means any individual, group, unincorporated association, limited liability company, limited or general partnership, corporation, or other business entity.

16. “Preauthorized electronic fund transfer” means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

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17. "Properties" means the condominiums located at:
  - A. 20301 West Country Club Dr., Apt. 522, Aventura, Florida 33180, recorded in Official Records Book 8794, Page 157, of the Public Records of Miami-Dade County, Florida;
  - B. the Sutton House Condominium, 1855 NE 121 Street, Apt # 12, N. Miami, Florida 33181, recorded in Official Records Book 23548, Page 3644, of the Public Records of Miami-Dade County, Florida; and
  - C. the Sutton House Condominium, 1855 NE 121 Street, Apt. #21, N. Miami, Florida 33181, recorded in Official Records Book 23548, Page 3644, of the Public Records of Miami-Dade County, Florida,

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21. “Stored value card” means any prepaid card that is funded by the consumer in advance of use and may be used up to the amount funded by the consumer, less any applicable fees, for the purpose of obtaining property, labor, or services.

22. “Telemarketing” means any plan, program, or campaign (whether or not covered by the TSR) that is conducted to induce the purchase of goods or services or charitable contribution by means of the use of one or more telephones.

23. “Tukan International Account(s)” means all funds frozen pursuant to Paragraphs VI and VII of the First and Second Stipulated Preliminary Injunctions held by Bank Hapoalim for Tukan International Corp., in the amount as of the date the funds were frozen, plus interest payable by Bank Hapoalim through March 16, 2007, after deducting the total amount of collateralized indebtedness secured by such accounts as of the date the funds were frozen, but without deducting any costs, fees, or interest payable to Bank Hapoalim.

24. “Upselling” means soliciting the purchase of goods or services following an initial transaction during a single telephone call. The upsell is a separate telemarketing transaction, not a continuation of the initial transaction.

**PERMANENT BAN**

**I.**

**IT IS THEREFORE ORDERED** that:

A. Defendants, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from engaging in, assisting others in, receiving any



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remuneration of any kind whatsoever from, holding any ownership interest in, or serving as an employee, independent contractor, officer, director, member, partner, trustee, or general manager of, any business entity engaged, in whole or in part, in telemarketing;

B. Defendants, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from engaging in, assisting others in, receiving any remuneration of any kind whatsoever from, holding any ownership interest in, or serving as an employee, independent contractor, officer, director, member, partner, trustee, or general manager of, any business entity engaged, in whole or in part, and by any means whatsoever, in the marketing, advertising, promoting, offering for sale, sale, or purported sale of any advance fee credit card, credit card, debit card, stored value card, ATM card, phone card, travel or gas voucher, vacation package discount, or health discount plan, or assisting others in the same; and

C. Nothing in this Order shall be read as an exception to this Paragraph I.

**PROHIBITED BUSINESS PRACTICES**

**II.**

**IT IS FURTHER ORDERED** that, in connection with the advertising, promotion, offering for sale, or sale of products or services, Defendants, and their successors, assigns, officers, directors, (ra)17(p)106crb6(e)-16(r)-27(s)-11(,)-300(a)-16(g)-20(e)-1n6(t)-42(s)-11(,)-300(a)-16(t)-46(t)-42(o) trectors, and all othergerso s-16( o)-40(r)-27( e)-16(nt)-42(i)18(t)-4i(l)16(e)-12(s)-10( i)18(a(e)-16(c)-16(t)-4( i)10

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to-pay conversion offer and do not cancel during the time period and in the manner prescribed.

**III.**

**IT IS FURTHER ORDERED** that, in connection with the advertising, promotion, offering for sale, or sale of products or services as part of a free-to-pay conversion, Defendants, and their successors, assigns, officers, directors, members, agents, attorneys, servants, employees, salespersons, independent contractors, and all other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from causing or assisting others in causing consumers' bank accounts to be electronically debited or credit or debit card accounts to be charged:

- A. After a consumer declines or rejects an offer or agreement to sell such product or service;
- B. Prior to receipt by a consumer of any product, service, or information about such product or service represented to be received by a consumer before billing;
- C. Prior to expiration of any stated free-trial period;
- D. After a consumer has cancelled; and/or
- E. After a consumer has been, directly or indirectly, inhibited or thwarted in his or her ability to cancel.

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**PROHIBITION REGARDING PREAUTHORIZED ELECTRONIC FUND TRANSFERS**



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monetary relief; *provided, however*, that the judgment shall be suspended subject to the terms set forth herein:

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- a. Remote Response represents and acknowledges that it has the right to transfer and relinquish any and all right, title, and interest to such Frozen Funds;
- b. Upon entry of this Order, Remote Response relinquishes any and all right, title, and interest in, such Frozen Funds, and shall take all necessary steps to effectuate the transfer of such Frozen Funds to the Remote Response Receiver; and
- c. Bank Hapoalim shall, within ten (10) business days of the date of service of this Order by the Remote Response Receiver, transfer such Frozen Funds to the Remote Response Receiver, by wire transfer in accordance with wiring instructions to be provided by him;

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transfer the funds in the Bank Hapoalim Tukan International Account(s) to the Commission; and

- c. Bank Hapoalim shall, within ten (10) business days of the date of service of this Order, transfer the funds in the Bank Hapoalim Tukan International Account(s) to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission;

B. In accordance with Paragraphs VIII and X of this Order, the Remote Response Receiver shall transfer any Remote Response assets directly to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission;

C. The Properties shall be sold and the Property Net Proceeds shall be transferred to the Commission or its designee or agent, pursuant to the following provisions, which, unless stated otherwise herein, are in addition to the Court's Stipulation and Order Regarding Sale of Condominium Units and Vacating the Court's Order of October 5, 2006, entered by the Court on March 14, 2007 (D.E. 248) ("March 14, 2007 Order"):

1. The Salama Defendants, individually and on behalf of their respective heirs and assigns, hereby grant to the Commission a lien on and security interest in each of the Properties. The Salama Defendants represent and



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mortgage, deed of trust, security interest, or other interest, except for mortgages held by GMAC Mortgage Corp. for the Sutton House Condominiums located at 1855 NE 121 Street, Apt # 12, N. Miami, Florida 33181 and at 1855 NE 121 Street, Apt. #21, N. Miami, Florida 33181; the Salama Defendants agree that, as of the date on which they sign this Order, they shall refrain from transferring, converting, encumbering, selling, assigning, or otherwise disposing of the Properties, except with the express prior written permission of the Commission. The Salama Defendants hereby release and waive any statutory, common law, or other homestead exemption that may apply to the Properties, and shall not declare and claim any homestead exemption in the Properties;

2. The Salama Defendants shall cooperate fully with the Commission, and shall prepare, execute, and record the necessary documents, and do whatever else the Commission deems necessary or desirable to perfect, evidence, and effectuate the liens and security interests granted herein. If they have not already done so, the Salama Defendants shall prepare, execute, and deliver (at their expense) to the Commission mortgages or deeds of trust in form and substance satisfactory to the Commission (the "Security Documents") no later than five (5) days after the date of entry of this Order, and take such other steps as the Commission may require to perfect, evidence, and effectuate its liens, security interests, and

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assignments, and to carry out the purposes of this Order. The Salama Defendants shall be responsible for paying all fees and costs (including attorneys' fees and filing fees) required in connection with the liens and security interests granted herein, including all fees and costs related to the preparation, execution, delivery, filing, continuation, and termination of such liens and security interests and to carry out the purposes of this Order. If the Salama Defendants fail to take the actions required by this Paragraph VI. C., the Commission may retain counsel to prepare, execute, file, record, or terminate the mortgages, deeds of trust, liens, and security interests necessary to carry out the purposes of this Order, the costs of which shall be paid from the Salama Defendants' Frozen Funds, which amounts shall then be added to the amount of the judgment set forth in this Paragraph VI;

3. The Salama Defendants shall make all good faith efforts necessary to sell promptly each of the Properties for fair market value, and relinquish any and all right, title, and interest they have in, and agree to transfer to the Commission or its designee or agent, the Property Net Proceeds;
4. With respect to any proposed sale, the Salama Defendants and the mortgage holders of the Properties shall provide to the Commission, in the person of Associate Director, Federal Trade Commission, Division of Enforcement, 600 Pennsylvania Ave., NW, Mail Drop NJ-2122,

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Washington, D.C. 20580, and delivered by overnight delivery or facsimile at 202-326-2558, as soon as possible and in any event not later than two (2) weeks prior to the closing, notwithstanding any contrary notice requirements in the Court's March 14, 2007 Order: (a) a copy of the executed contract; (b) written notice of the closing date; (c) the name, address, and telephone number of the individual closing agent; and (d) a copy of the proposed settlement statement to be used at closing and reflecting the payment at closing to the Commission of the gross proceeds received from the purchaser less any reasonable and customary closing costs incurred in connection with such sale, including brokerage fees and closing costs, provided that all such reasonable and customary closing costs must be first approved by the Commission, which approval shall not be

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6. Whether sold by the Salama Defendants or the mortgage holders of the Properties, the Property Net Proceeds shall be paid to the Commission, as follows:
  - a. If one or more of the Properties are sold prior to the date of entry of this Order and pursuant to the March 14, 2007 Order, the Property Net Proceeds shall be deposited, if they have not already been so deposited, into one of the Salama Defendants' interest-bearing accounts frozen pursuant to the First or Second Stipulated Preliminary Injunctions, or into an interest-bearing account at a financial institution agreed upon by the parties hereto, or into the Court Registry, and each financial institution or other entity holding such frozen Property Net Proceeds shall, within ten (10) business days of the date of service of this fully executed Order, transfer the frozen Property Net Proceeds to the Commission or its designee or agent, in accordance with, and in addition to the amounts set forth in, Paragraph VI. A., if applicable, by wire transfer in accordance with wiring instructions to be provided by the Commission;
  - b. If one or more of the Properties are sold on or after the date of entry of this Order, the Property Net Proceeds shall be paid directly to the Commission or its designee or agent within ten (10) business

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days of the closing, by wire transfer in accordance with wiring instructions to be provided by the Commission;

- c. The Salama Defendants shall transfer any Property Net Proceeds they receive to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission; and
- d. The Commission shall not be responsible for any losses, taxes, and/or other liabilities resulting from the sale of the Properties;

D. Pursuant to the following provisions, which, unless stated otherwise herein, are in addition to the Court's Stipulation and Order Regarding the Sale of the LLC Interests of Defendants Alberto Salama, Samuel Salama, and Elias Salama, and of ASE Investments, LLC, entered by the Court on April 13, 2007 (D.E. 256) ("April 13, 2007 Order"), the Salama Defendants and ASE shall make all good faith efforts necessary to sell promptly the LLCs for fair market value; relinquish any and all right, title, and interest they have in, and agree to transfer to the Commission or its designee or agent, the LLC Net Proceeds; and relinquish any and all right, title, and interest they have in, and agree to transfer to the Commission or its designee or agent, each and every Distribution.

- 1. To secure partial satisfaction of the monetary judgment through the payment of the LLC Net Proceeds and/or Distributions to the Commission, the Salama Defendants, as the sole members of ASE, ASE, and the

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enters, a charging order against the Salama Defendants' and ASE's interests in the LLCs in favor of the Commission. This charging order incorporates all of the provisions of Paragraph VI. D. and grants the Commission a lien and security interest in the Salama Defendants' and ASE's interests in the LLCs, including LLC Net Proceeds and Distributions;

- a. The Salama Defendants and ASE shall each cooperate fully with the Commission in promptly preparing, executing, recording, and serving any documents necessary to effectuate this charging order and to perfect and evidence the lien and security interest granted thereby;
- b. The Salama Defendants and ASE each represent that there are no other existing liens against or security interests in their interests in the LLCs; and
- c. The Salama Defendants and ASE each hereby release, waive, and abandon any statutory, common law, or Florida constitutional claim, right, or interest in the LLCs, and shall not object to the Commission taking any action necessary to enforce the charging order against the Salama Defendants and ASE;



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- b. If one or more of the LLCs are sold, or if any Distributions are made, on or after the date of entry of this Order, the LLC Net Proceeds and Distributions shall be paid directly to the Commission or its designee or agent, within ten (10) business days of the closing of any sale of the LLCs or immediately upon disbursement of any Distribution, by wire transfer in accordance with wiring instructions to be provided by the Commission;
- c. Until such time as the LLCs are sold, the Salama Defendants and ASE shall take all necessary steps, including satisfaction of all contractual or legal obligations, to effectuate the transfer of any Distributions directly to the Commission;
- d. Upon service of a copy of this Order upon them, Areca Palms, LLC; Stirling, LLC; ST, LLC; Villas at Oak Hammock, LLC; EM Investments, LLC; and ASE shall transfer all Distributions payable to the Salama Defendants and/or ASE directly to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission; and
- e. The Salama Defendants and/or ASE shall transfer all LLC Net Proceeds and/or Distributions they receive to the Commission or its designee or agent, by wire transfer in accordance with wiring instructions to be provided by the Commission;



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state tax authorities shall be prepared and signed by an independent CPA, and a copy of any such document, complete with all attachments, shall be submitted to the Commission at the same time it is submitted to the federal or state tax authority, by delivering it to: Associate Director, Federal Trade Commission, Division of Enforcement, 600 Pennsylvania Ave., NW, Mail Drop NJ-2122, Washington, D.C. 20580, by overnight delivery or facsimile at 202-326-2558;

G. The Commission's agreement to this Order is expressly premised upon the truthfulness, accuracy, and completeness of financial information provided by Defendants to the Commission, including, but not limited to, the sworn "Financial Statement of Individual Defendant" of Defendants Alberto Salama, Elias Salama, and Samuel Salama, dated February 13, 2006, July 5, 2006, and July 5, 2006, respectively; the sworn "Financial Statement of Corporate Defendant" of Defendant Remote Response, dated March 7, 2006; the sworn "Financial Statement of Corporate Defendant" for each of the following: 1826 Communication Systems, LLC, dated August 3, 2006; ASE, dated August 8, 2006; Body Products, Inc., dated March 6, 2006; Corporacion ESE, dated October 11 and 12, 2006; Dimasa Import Export, Inc., dated August 3, 2006; Entertainment X-press Network, Inc., dated March 6, 2006; Omnifoam, Inc., dated March 6, 2006; Primus Distributors, Inc., dated March 6, 2006; SAME, LLC, dated August 8, 2006; SEA Technologies Ltd. Corp., dated September 18, 2006; Stirling, LLC, served on October 13, 2006; Tukan International, dated September 18, 2006; and Urbanizacion Las Brisas Country Club, C.A., dated October 11, 2006; correspondence and other communications from counsel for Defendants regarding Defendants' financial information; memoranda filed with Court related to financial disclosures; documents submitted to the Commission in response to the





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Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to the practices alleged in the First Amended Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defendants shall have no right to challenge the Commission's choice of remedies under this Paragraph VI. O., and shall have no right to contest the manner of distribution chosen by the Commission;

P. Defendants shall also furnish to the Commission, in accordance with 31 U.S.C. § 7701, their taxpayer identification numbers, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of Defendants' relationship with the Government; and

Q. The Salama Defendants are further required, within ten (10) days after the entry of this Order, to provide the Commission with their social security numbers, and clear, legible, and full-size photocopies of all valid driver's licenses they possess, which will be used for collection, reporting, and compliance purposes.

**LIFTING OF THE ASSET FREEZE**

**VII.**

**IT IS FURTHER ORDERED** that, to the extent not already lifted by prior Court order, the freeze of the assets of Defendants, pursuant to Paragraphs VI and VII of the First and Second Preliminary Injunctions, shall be lifted to effectuate the transfer of assets in partial satisfaction of the monetary judgment as provided in Paragraph VI of this Order, and shall be of no further force or effect.

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**COMPLETION OF RECEIVERSHIP**

**VIII.**

**IT IS FURTHER ORDERED** that Gerald B. Wald, Esq., the Permanent Receiver for Remote Response, is hereby appointed the Remote Response Receiver for the purpose of effectuating this Order. The Remote Response Receiver shall be the agent of this Court and shall be accountable directly to this Court. In carrying out these duties, the Remote Response Receiver is authorized and directed to:

A. Take all steps necessary or advisable to locate and liquidate all assets of the Receivership Defendant, cancel the Receivership Defendant's contracts, collect on amounts owed to the Receivership Defendant, and take such other steps as may be necessary to terminate and dissolve the Receivership Defendant efficiently;

B. Provide the Commission, upon request, with any business records of the Receivership Defendant including records that:

1. Identify customers from whom the Receivership Defendant collected fees (regardless of whether the fees were identified as enrollment, set-up, recurring, or other fees), including the most recent known address, telephone number, Social Security number, and the amount of any fees paid by such customers; or
2. Identify customers who received refunds from the Receivership Defendant and the amount of the refund;



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C. Continue to exercise full control of the Receivership Defendant and continue to collect, marshal, and take custody, control, and possession of all the funds, property, premises, accounts, documents, mail, and other assets of, or in the possession or under the control of, the Receivership Defendant, wherever situated, the income and profits derived therefrom, and all sums of money now or hereafter due or owing to the Receivership Defendant, with full power to collect, receive and take possession of all goods, chattels, rights, credits, monies, effects, lands, leases, books and records, limited partnership records, work papers, and records of accounts, including computer-maintained information, contracts, financial records, monies on hand in banks and other financial institutions, and other papers and documents of other individuals, partnerships or corporations whose interests are now held by, or under the direction, possession, custody, or control of, the Receivership Defendant;

D. Dispose of, or arrange for the disposal of, the records of the Receivership Defendant no later than six months after the Court's approval of the Receiver's final report, except that:

1. To the extent that such records are reasonably available, the Receiver shall arrange for records sufficient to ascertain the funds that an individual consumer paid to the Receivership Defendant, and any payments that the Receivership Defendant made on behalf of individual consumers, to be retained for a minimum of one year from the entry of this Order; and
2. If state or local law regulating consumer debt services requires the retention of particular records for a specified period, the Remote Response

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Receiver shall arrange for such records to be disposed of after the specified

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J. Continue to cooperate with reasonable requests for information or assistance from any state or federal law enforcement agency.

**COMPENSATION OF RECEIVER**

**IX.**

**IT IS FURTHER ORDERED** that the Remote Response Receiver and all personnel hired by him, including counsel to the Remote Response Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for actual out-of-pocket expenses incurred by them, from the assets now held by, in the possession or control of, or which may be received by, the Receivership for the Receivership Defendant. The Remote Response Receiver may not increase the hourly rates used as the basis for such fee applications without prior approval of the Court, upon prior notice to the Commission.

**RECEIVER'S FINAL REPORT, DISBURSEMENTS  
OF ASSETS OF THE RECEIVERSHIP DEFENDANT, AND TERMINATION OF THE  
RECEIVERSHIP**

**X.**

**IT IS FURTHER ORDERED** that:

A. No later than sixty (60) days from the date of the entry of this Order, the Remote Response Receiver shall file and serve on the parties a report (the "Final Report") to the Court that details the steps taken to dissolve the Receivership estate. The Final Report must include an accounting of the Receivership estate's finances and total assets and a description of what other actions, if any, must be taken to wind-up the Receivership. Promptly thereafter, but no later than thirty (30) days after submission of the Final Report, the Receiver shall file an application for

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payment of compensation and expenses. The Receiver's final application for fees shall be served on all parties through counsel. The Commission may object within fifteen (15) days of receipt, but the Receivership Defendant shall have no right to object. If subsequent actions (such as the completion of tax returns or further actions to recover funds for the Receivership) are appropriate, the Remote Response Receiver shall file an additional report or reports (the "Supplemental Reports") describing the subsequent actions and a subsequent application for the payment of fees and expenses related to the subsequent actions;

B. The Court will review the Final Report and any objections to the report and will issue an order directing that the Remote Response Receiver:

1. Pay the reasonable costs and expenses of administering the Receivership, including compensation of the Remote Response Receiver and personnel authorized by Paragraph IX of this Order or other orders of this Court, and the actual out-of-pocket costs incurred by the Remote Response Receiver in carrying-out his duties; and
2. To the extent that funds remain, pay all remaining funds to the Commission or its designated agent, by wire transfer in accordance with instructions provided by the Commission to reduce the monetary judgment set forth in Paragraph VI of this Order;

C. With Court approval, the Remote Response Receiver may hold back funds to be transferred to the Commission pursuant to Paragraph VI. B. for a specified period, as a reserve to cover additional fees and costs related to actions to be addressed in a Supplemental Report. If the



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B. Upon service of a copy of this Order, or other notice, all entities that hold assets of, or records related to, the Receivership Defendant, shall cooperate with all reasonable requests of the Remote Response Receiver relating to implementation of the First and Second Preliminary Injunctions and this Order, including transferring funds at the Remote Response Receiver's direction and producing records related to the assets and sales of the Receivership Defendant.

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**ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS**

**XIII.**

**IT IS FURTHER ORDERED**



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be within five (5) days of service of this Order upon the Salama Defendants. For new personnel, delivery shall occur prior to them assuming their responsibilities;

C. The Salama Defendants as employees or non-control persons: For any business where any of the Salama Defendants is not a controlling person of a business, but otherwise engages in conduct related to the subject matter of this Order, the Salama Defendants must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct; and

D. Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Paragraph XIV.

**COMPLIANCE REPORTING BY DEFENDANTS**

**XV.**

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this Order may be monitored:

- A. For a period of five (5) years from the date of entry of this Order:
1. The Salama Defendants each shall notify the Commission of the following:
    - a. Any changes in residence, mailing addresses, and telephone numbers of any of the Salama Defendants, within ten (10) days of the date of such change;
    - b. Any changes in employment status (including self-employment) of any of the Salama Defendants, and any change in the ownership of

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any of the Salama Defendants in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that each of the Salama Defendants is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of the Salama Defendants' duties and responsibilities in connection with the business or employment; and

c. Any changes in the Salama Defendants' names or use of any aliases or fictitious names; and

2. Defendants shall notify the Commission of any changes in the corporate structure of Defendant Remote Response or any business entity that any of the Salama Defendants directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including, but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which Defendants learn less than thirty (30) days prior to the date such action is to take place, Defendants shall

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notify the Commission as soon as is practicable after obtaining such  
knowledge;

- B. One hundred eighty (180) days after the date of entry of this Order, and each year

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Associate Director  
Bureau of Consumer Protection

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C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly, indirectly, or through any third party) and any responses to those complaints or requests;

E.

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B. In addition, the Commission is authorized to monitor compliance with this Order by all other lawful means, including, but not limited to, the following:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45; and
2. posing as consumers and suppliers to: Defendants, Defendants' employees, or any entity managed or controlled in whole or in part by any of the Defendants, without the necessity of identification or prior notice; and

C. Defendants shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

*Provided, however,* that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

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**COMPLETE SETTLEMENT**

**XVIII.**

**IT IS FURTHER ORDERED** that entry of the foregoing Order shall constitute a final judgment and order in this matter. The entry of the foregoing order shall constitute a full, complete, and final settlement of this action.

**SEVERABILITY**

**XIX.**

**IT IS FURTHER ORDERED** that the provisions of this Order are separate and severable from one another. If any provision is stayed or determined to be invalid, the remaining provisions shall remain in full force and effect.

**RETENTION OF JURISDICTION**

**XX.**

**IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

**SO STIPULATED:**

**FOR THE FEDERAL TRADE COMMISSION: FOR DEFENDANTS REMOTE**

JAMES A. KOHM

**RESPONSE CORPORATION,**

**ALBERTO SALAMA, 0.01 gf(D 13 t)48(eKND)-12(i)(0:)**

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**JUDGMENT IS THEREFORE ENTERED** pursuant to all the terms and conditions  
recited above.

**DONE AND ORDERED**