



NOW, THEREFORE, the Commission and Defendant Kevin Astl, having requested the Court to enter this Stipulated Order, and the Court, having considered the Stipulated

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7. The parties shall each bear their own costs and attorneys' fees incurred in this action and have waived all claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, and all rights to seek judicial review, or otherwise to challenge the validity of this Stipulated Order.

8. This Order is in addition to and not in lieu of any other civil or criminal remedies that may be provided by law.

9. Entry of this Stipulated Order is in the public interest.

10. Stipulating to this Order does not constitute and shall not be interpreted to constitute a waiver by Defendant of his Fifth Amendment right against self-incrimination, nor of any other applicable claims or defenses, including, but not limited to, claims of attorney-client privilege.

#### **DEFINITIONS**

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

1. **“ACH network”** shall mean the electronic funds transfer system governed by the NACHA Rules that provides for the interbank clearing of credit and debit entries to accounts at financial institutions.

2. **“ACH debit”** shall mean any completed or attempted debit or credit to a consumer's account at a financial institution that is processed electronically through the ACH network.

3. **“ACH processing”** means the transfer of funds or attempted transfer of funds through the ACH network as either an ACH debit or a credit.

4. **“Asset” or “Assets”** means any legal or equitable interest in, right to, or

claim to, any real or personal property, including, but not limited to, “goods,” “instruments,” “equipment,” “fixtures,” “general intangibles,” “inventory,” “checks,” or “notes,” (as these terms are defined in the Uniform Commercial Code), lines of credit, chattels, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and all cash, wherever located.

5. **“Assisting others”** means providing any of the following services to any person or entity: (a) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints, obtaining or receiving identifying and financial information from consumers, and communicating with consumers on behalf of a seller or telemarketer; (b) formulating or providing, or arranging for the formulation or provision of, any telephone sales script or any other advertising or marketing material for any person or entity; or (c) performing advertising, marketing, or consulting services of any kind.

6. **“Defendant”** means Kevin D. Astl.

7. **“Document” or “Documents”** means any materials listed in Federal Rule of Civil Procedure 34(a) and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, into reasonably usable form through detection devices. A draft or nonidentical copy is a separate Document within the meaning of the term.

8. **“NACHA”** means NACHA - The Electronic Payments Association.

9. **“NACHA Rules”** means the NACHA Operating Rules, as amended from time to time. References herein to the NACHA Rules shall be pertinent only to ACH processing



LLC, 17407, LLLP, 555018, LLC, Merchant Provider Solutions, LLC, Unitrade Business, LLC, and any defendant added to the receivership by subsequent order of the Court.

16. **“Remotely created check”** means any paper check not created by the paying bank and not bearing a signature applied (or purporting to be applied) by the person on whose account the check is drawn, and shall be construed to include (without limitation) instruments known as demand drafts, bank drafts, telechecks, or sight drafts.

17. **“Telemarketing”** means a plan, program, or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310) which is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

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that Defendant Kevin Astl and his officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, 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 directly or through any trust, corporation, subsidiary, division, or other device, or any of them, in connection with the telemarketing, advertising, marketing, proposed sale, or sale of any product or service, are hereby restrained and enjoined from:

- A. Engaging in, or assisting others engaged in, payment processing; and
- B. Violating, or assisting others in violating, any provision of the Telemarketing Sales Rule, 16 C.F.R. Part 310, as currently promulgated or as it may hereafter be amended,

including, but not limited to:

1. Section 310.3(a)(2)(iii) of the TSR, 16 C.F.R. ' 310.3(a)(2)(iii), by misrepresenting, expressly or by implication, that after paying a fee, consumers will, or are highly likely to, receive an unsecured credit card;
2. Section 310.3(a)(4) of the TSR, 16 C.F.R. ' 310.3(a)(4), by requesting and/or receiving payment of a fee in advance of consumers obtaining a loan, credit card, or other extension of credit when the seller or telemarketer has guaranteed or represented a high likelihood of success in obtaining or arranging a loan, credit card, or other extension of credit; and
3. Section 310.3(b) of the TSR, 16 C.F.R. ' 310.3(b), by providing “substantial assistance or support” to any seller or telemarketer when the person providing such assistance or support “knows or consciously avoids knowing” that the telemarketer is engaged in acts or practices that violate 16 C.F.R. ' ' 310.3(a) or 310.4 of the Rule, 16 C.F.R. ' ' 310.3(a) and 310.4.

## **II. MONETARY RELIEF**

**IT IS FURTHER ORDERED** that:

A. Judgment in the amount of \$5,145,127 (USD) is hereby entered in favor of the Commission against Defendant Kevin Astl as equitable monetary restitution for consumer injury relief; *provided, however*, that this judgment shall be suspended until further Order of

the Court pursuant to Section III of this Order (Right to Reopen);

B. All funds paid pursuant to Section II and/or Section III shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress and any attendant expenses for the administration of such equitable relief. Defendant Kevin Astl shall cooperate fully to assist the Commission in identifying consumers who may be entitled to redress pursuant to this Order. In the event that direct redress is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendant Kevin Astl's 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. Defendant Kevin Astl shall have no right to challenge the Commission's choice of remedies under this Section;

C. The judgment entered pursuant to Paragraph A of this Section for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment, or forfeiture;

D. In the event of any default on any obligation to make payment under this Section, interest, computed pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment, and shall immediately become due and payable;

E. For purposes of any subsequent proceedings to enforce payments required by this Section, including, but not limited to, a non-dischargeability complaint filed in a bankruptcy proceeding, Defendant Kevin Astl waives any right to contest any allegations in



Plaintiff's First Amended Complaint; and

F. Nothing herein shall be deemed or construed to prevent the Commission from initiating any appropriate proceedings to enforce the provisions of this Order.

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First Amended Complaint, without the service of a subpoena.

**VI. COOPERATION WITH RECEIVER**

that Defendant Kevin Astl shall cooperate fully with the Receiver in: (A) pursuing any and all claims by the Receiver against persons or entities other than Defendant; (B) assisting the Receiver in defending any and all actions or claims brought against the Receiver, the Receivership Estate or the Receivership Defendants by persons or entities other than Defendant; (C) executing any documents necessary to transfer assets or ownership interests to the Receiver pursuant to the terms of this Order; and (D) refraining from any act that would interfere or impede the Receiver in execution of the performance of his duties.

**VII. CUSTOMER LISTS**

**IT IS FURTHER ORDERED** that Defendant Kevin Astl, and his officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, 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 directly or through any trust, corporation, subsidiary, division, or other device, are permanently restrained and enjoined from selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, social security number, credit card number, bank account number, e-mail address, or other identifying information of any person who paid any money to or received any product, program, or service from any named Defendant or whose identifying information was obtained for the purpose of soliciting them to pay money to or receive services from any

named Defendant or from the client of any named Defendant at any time prior to the date this Order is entered, in connection with the sale or rendition of the products, programs, or services referenced in the First Amended Complaint.

*Provided, however,* that Defendant Kevin Astl, and his officers, agents, directors, servants, employees, salespersons, independent contractors, attorneys, corporations, subsidiaries, affiliates, successors, and assigns, 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 directly or through any trust, corporation, subsidiary, division, or other device, may provide such information to a law enforcement agency either voluntarily, or as required by any law, regulation, or court order.

**VIII** \_\_\_\_\_

2. posing as consumers and suppliers to: Defendant Kevin Astl, his employees, or any other entity managed or controlled in whole or in part by Defendant, without the necessity of identification or prior notice; and

C. Defendant Kevin Astl 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 Defendant Kevin Astl, after attempting to resolve a dispute without court action and for good cause shown, may file a motion with this Court seeking an order including one or more of the protections set forth in Fed. R. Civ. P. 26(c).

*Provided further,* 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)).

#### **IX. COMPLIANCE REPORTING BY DEFENDANT**

**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. Defendant Kevin Astl shall notify the Commission of the following:
    - a. Any changes in his residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;

b. Any changes in his employment status (including self-employment), and any change in the ownership of Defendant in any business entity, within ten (10) days of the date of the such change. Such notice shall include the name and address of each business that Defendant Kevin Astl 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 Defendant's duties and responsibilities in connection with the business or employment; and

c. Any changes in Defendant Kevin Astl's name or use of any aliases or fictitious names; and

2. Defendant Kevin Astl shall notify the Commission of any changes in corporate structure of any business entity that he 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

complied and is complying with this Order. This report shall include, but not be limited to:

1. The then-current residence address, mailing addresses, and telephone numbers of Defendant Kevin Astl;
2. The then-current employment and business addresses and telephone numbers of Defendant Kevin Astl, a description of the business activities of each such employer or business, and the title and responsibilities of Defendant, for each such employer or business;
3. Any other changes required to be reported under subsection A of this Section; and
4. A copy of each acknowledgment of receipt of this Order obtained by Defendant Kevin Astl pursuant to Section XIII of this Order;

C. For the purposes of this Order, Defendant Kevin Astl shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director for Enforcement  
Federal Trade Commission  
601 New Jersey Avenue N.W.  
Washington, D.C. 20580

Re: FTC v. Global Mktg. Group, Inc., Case No. 8:06-cv-2272-T-30TGW (M.D. Fl. 2006); and

D. For purposes of the compliance reporting required by this Order, the Commission is authorized to communicate directly with Defendant Kevin Astl.

**X. MONITORING COMPLIANCE OF SALES PERSONNEL**





service or otherwise, is hereby restrained and enjoined from failing to create and retain the following records:

A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;

B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

C. Customer files containing the names, addresses, telephone 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. Complaint and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests;

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including, but not limited to, copies of acknowledgments of receipt of this Order, required by Section XIII, and all reports submitted to the FTC pursuant to Section IX.

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a copy of the Order pursuant to this Section.

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that each party to this Order hereby agrees to bear its own costs and attorneys' fees incurred in connection with this action.

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that this Court shall retain jurisdiction of this matter

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