

1 Commission is likely to prevail on the merits of this action;

2 3. Immediate and irreparable harm will result from Defendants' ongoing
3 violations of the FTC Act, the EFTA, and Regulation E unless Defendants are restrained
4 and enjoined by Order of this Court;

5 4. This Court's ability to grant effective final relief for consumers would be
6 immediately and irreparably harmed unless the Defendants are enjoined from selling,
7 transferring, or otherwise disposing of or concealing their assets;

8 5. Good cause exists for (a) the continued appointment of the Receiver;
9 (b) the freezing of the Defendants' assets; and (c) ancillary relief;

10 6. Weighing the equities and considering the Commission's likelihood of
11 ultimate success in its causes of action, this Preliminary Injunction is in the public
12 interest;

13 WHEREAS the Defendants, by agreeing to this Order, make no admission as to
14 the truth of Plaintiff's allegations recited above, in the TRO, or in the Complaint, or as to
15 the relief that should be granted in this action;

16 WHEREAS the parties, by agreeing to this Order, do not waive their rights as
17 provided under the Federal Rules of Civil Procedure and the Local Rules of this Court to
18 subsequently seek modification or extinguishment of this Order;

19 WHEREAS the parties, by their undersigned attorneys, agree to the entry of this
20 Order for Preliminary Injunction, which shall remain in effect until this Court's
21 determination of the merits of this action or until otherwise modified; and

22 WHEREAS Plaintiff FTC is an independent agency of the United States of
23 America and no security is required of any agency of the United States for the issuance
24 of a preliminary injunction see Fed. R. Civ. P. 65(c);

25 IT IS AGREED TO by the undersigned parties and their attorneys of record as
26 follows:

27

1 DEFINITIONS

2 For the purpose of this Order, the following definitions shall apply:

3 1. "Asset" means any legal or equitable interest in, right to, or claim to, any
4 real, personal, or intellectual property of any Corporate Defendant or Individual
5 Defendant, or held for the benefit of any Corporate Defendant or Individual Defendant,
6 wherever located, including, but not limited to, chattel, goods, instruments, equipment,
7 fixtures, general intangibles, effects, leaseholds, contracts, mail or other deliveries,
8 shares of stock, inventory, checks, notes, accounts, credits, receivables (as those terms
9 are defined in the Uniform Commercial Code), cash, and trusts (including but not limited
10 to asset protection trusts) and reserve funds or other accounts associated with any
11 payments processed on behalf of any Defendant, including, but not limited to, such
12 reserve funds held by a payment processor, credit card processor, or bank.

13 2. "Charge" means any amount charged or debited to a consumer's credit
14 card, debit card, checking, savings, share or similar financial account, or collected from a
15 consumer by any other method.

16 3. "Clearly and Conspicuously" means that:

- 17 a. with regard to print advertisements, solicitations, or other
18 promotional material, the disclosure shall be in a type size and
19 location sufficiently noticeable for an ordinary consumer to read
20 and comprehend it, in print that contrasts with the background
21 against which it appears; and in multi-page promotional materials,
22 the disclosure shall appear on the cover or first page; and
23 b. with regard to Internet advertisements, solicitations, or other
24 promotional material, the disclosure shall be made next to any
25 advertised price or cost (including free), and where consumers'
26 financial account information is required, without the use of pop-up
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1 11. "Order" means this Stipulated Preliminary Injunction.

2 12. "Person" means a natural person, organization, or other legal entity,
3 including a corporation, partnership, proprietorship, association, cooperative,
4 government or governmental subdivision or agency, or any other group or combination
5 acting as an entity.

6 13. "Plaintiff" means the Federal Trade Commission.

7 14. "Preauthorized Electronic Fund Transfer," as defined by the Electronic
8 Fund Transfer Act, 15 U.S.C. § 1693a(9), means an electronic fund transfer authorized
9 in advance to recur at substantially regular intervals.

10 15. "Receiver" means the permanent receiver appointed in Section XI of this
11 Order and any deputy receivers that shall be named by the permanent receiver.

12 16. "Receivership Defendants" means the Corporate Defendants.

13 17. "Representatives" means Defendants' successors, assigns, officers, agents,
14 servants, employees, or attorneys, and any person or entity in active concert or
15 participation with them who receives actual notice of this Order by personal service or
16 otherwise.

17 18. "TRO" means the Temporary Restraining Order entered by the Court in
18 this action on June 23, 2009, amended on June 24, 2009, and subsequently extended by
19 the Court.

20 I.

21 PROHIBITED BUSINESS ACTIVITIES

22 IT IS THEREFORE ORDERED that, in connection with any product or service
23 that is advertised, marketed, promoted, offered for sale, or sold by Defendants and their
24 Representatives, whether directly or through any entity, corporation, subsidiary, division,
25 affiliate, or other device, the Defendants and their Representatives ~~are~~
26 restrained and enjoined from:

- 1 A. Failing to disclose, Clearly and Conspicuously, before consumers provide
2 any billing information or incur a Charge:
- 3 1. all products and services that are part of the sales offer, including
4 but not limited to (i) any Continuity Program and (ii) goods and
5 services provided by third parties;
- 6 2. all Charge(s) for all products and services that are part of the sales
7 offer, including but not limited to (i) any Continuity Program and
8 (ii) goods and services provided by third parties;
- 9 3. that consumers are being enrolled in or will be enrolled in a
10 Continuity Program, if that is the case, and the specific steps
11 consumers must follow to cancel enrollment in the Continuity
12 Program to avoid incurring any Charge; and
- 13 4. any Negative Option feature of any product or service.
- 14 B. Misrepresenting, in any manner, expressly or by implication, any Material
15 term regarding any such product or service, including, but not limited to:
- 16 1. the amount of any Charges(s);
- 17 2. the products or services included in the sales offer; and
- 18 3. in conjunction with any Continuity Program:
- 19 a. that consumers are signing up for a Continuity Program;
- 20 b. the length of any trial period;
- 21 c. that consumers who do not take affirmative action to cancel
22 the Continuity Program within the trial period (if the
23 Continuity Program includes a trial period) will incur a
24 Charge;
- 25 d. the Charge(s) that will be imposed on consumers in
26 connection with the Continuity Program, and the date(s) the
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1 Charge(s) will be submitted for payment;

2 e. the specific steps consumers must take to avoid the Charge(s)
3 and to cancel the Continuity Program;

4 f. that consumers' requests to cancel their participation in the
5 Continuity Program will be honored; and

6 g. that consumers will be able to easily cancel their
7 participation in the Continuity Program;

8 C. Failing to disclose or to disclose adequately all Material terms regarding
9 any refund policy.

10 D. Failing to honor a request to cancel any sale or transaction involving
11 enrollment in a Continuity Program and to provide a refund in accordance
12 with any disclosed guarantee, refund, or return policy.

13 II.

14 PROHIBITED REPRESENTATIONS

15 IT IS FURTHER ORDERED that, in connection with the advertising,
16 marketing, promotion, offering for sale, or sale of any product or service, Defendants
17 and their Representatives, whether acting directly or through any entity, corporation,
18 subsidiary, division, affiliate or other device, are hereby restrained and enjoined from:

19 A. Making, in any manner, expressly or by implication, any Material false or
20 unsubstantiated representation about such product or service, including but
21 not limited to

22 1. False or unsubstantiated representations about income, earnings, or
23 profits that consumers who order such product or service are likely
24 to earn;

25 2. Falsely representing an affiliation with any business entity,
26 including but not limited to Google Inc.

1 III.

2 ACTIVITIES PROHIBITED PURSUANT TO THE ELECTRONIC FUNDS
3 TRANSFER ACT

4 IT IS FURTHER ORDERED that Defendants and their Representatives, whether
5 acting directly or through any trust, corporation, subsidiary, division, or other device, or
6 any of them, are hereby restrained and enjoined from:

- 7 A. Failing to obtain written authorization for Preauthorized Electronic
8 Fund Transfers from a consumer's account before initiating any
9 Preauthorized Electronic Fund Transfer, as required by Section 907(a) of
10 EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E,
11 12 C.F.R. § 205.10(b), and as more fully set out in Section 205.10 of the
12 Federal Reserve Board's Official Staff Commentary to Regulation E,
13 12 C.F.R. § 205, Supp. I, including providing a copy of the written
14 authorization to the consumer; and
- 15 B. In connection with any consumer who is enrolled into any Continuity
16 Program subsequent to the date of this Order and who uses a debit card or
17 other means of electronic funds transfer, failing to maintain procedures
18 reasonably adapted to avoid an unintentional failure to obtain written
19 authorization for a Preauthorized Electronic Fund Transfer, as required in
20 Section 205.10 of the Federal Reserve Board's Official Staff Commentary
21 to Regulation E, 12 C.F.R. § 205, Supp. I

22 IV.

23 ASSET FREEZE

24 IT IS FURTHER ORDERED that Defendants and their Representatives are
25 hereby restrained and enjoined from:

- 26 A. Transferring, liquidating, converting, encumbering, pledging, loaning,
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1 selling, concealing, dissipating, disbursing, assigning, spending, withdrawing,
2 granting a lien or security interest or other interest in, or otherwise disposing of
3 any funds, real or personal property, accounts, contracts, consumer lists, shares of
4 stock, or other assets, or any interest therein, wherever located, whether within the
5 United States or within a jurisdiction outside the United States, that are: (1)
6 owned or controlled by any Defendant, in whole or in part; (2) held for the direct
7 or indirect benefit of any Defendant; (3) in the actual or constructive possession
8 of any Defendant; (4) owned, controlled by, or in the actual or constructive
9 possession of or otherwise held for the benefit of any corporation, partnership,
10 asset protection trust, or other entity directly or indirectly owned, managed, or
11 controlled by any Defendant, or of which any Defendant is an Officer, Director,
12 Member, or Manager, including but not limited to any assets held by, for, or
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1 owned, managed, or controlled by any Defendant, or of which any Defendant is an
2 Officer, Director, Member, or Manager, shall:

3 A. Hold and retain within its control and prohibit the withdrawal, removal,
4 assignment, transfer, pledge, encumbrance, disbursement, dissipation,
5 conversion, sale, or other disposal of any such asset, except by further
6 order of the Court;

7 B. Deny any person, except the Receiver acting pursuant to Section XII of
8 this Order, access to any safe deposit box that is titled in the name of,
9 individually or jointly, or otherwise subject to access by, any Defendant;

10 C. Provide the Commission's counsel, within five (5) business days of
11 receiving a copy of this Order, a sworn statement setting forth:

- 12 1. The identification number of each such account or asset;
- 13 2. The balance of each such account, or a description of the nature and
14 value of such asset as of the close of business on the day on which
15 this Order is served, and, if the account or other asset has been
16 closed or removed, the date closed or removed, the total funds
17 removed in order to close the account, and the name of the person
18 or entity to whom such account or other asset was remitted; and
- 19 3. The identification of any safe deposit box that is titled in the name
20 of, individually or jointly, or otherwise subject to access by, any
21 Defendant; and

1 VIII.

2 FINANCIAL DISCLOSURES

3 IT IS FURTHER ORDERED that Section VI of the TRO, requiring financial
4 disclosures from all Defendants on the forms annexed to the TRO, shall remain in full
5 force and effect with respect to all Defendants.

6 IX.

7 CONSUMER CREDIT REPORTS

8 IT IS FURTHER ORDERED that pursuant to Section 604(1) of the Fair Credit
9 Reporting Act, 15 U.S.C. § 1681b(a)(1), any consumer reporting agency may furnish to
10 the Commission a consumer report concerning any Defendant.

11 X.

12 FOREIGN ASSET REPATRIATION

13 IT IS FURTHER ORDERED
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1 Defendant held by financial institutions located outside the territorial
2 United States by signing the Consent to Release of Financial Records
3 appended to the TRO as Attachment C.

4 XI.

5 NONINTERFERENCE WITH REPATRIATION

6 IT IS FURTHER ORDERED that Defendants and their Representatives are
7 hereby restrained and enjoined from taking any action, directly or indirectly, which may
8 result in the encumbrance or dissipation of foreign assets, or in the hindrance of the
9 repatriation required by Section IX of this Order, including but not limited to:

- 10 A. Sending any statement, letter, fax, e-mail or wire transmission, telephoning
11 or engaging in any other act, directly or indirectly, that results in a
12 determination by a foreign trustee or other entity that a “duress” event has
13 occurred under the terms of a foreign trust agreement until such time that
14 all assets have been fully repatriated pursuant to Section IX of this Order;
- 15 B. Notifying any trustee, protector or other agent of any foreign trust or other
16 related entities of either the existence of this Order, or of the fact that
17 repatriation is required pursuant to a Court Order, until such time that all
18 assets have been fully repatriated pursuant to Section IX of this Order.

19 XXII.

1 XIII.

2 RECEIVER'S DUTIES

3 IT IS FURTHER ORDERED that the Receiver is authorized and directed to
4 accomplish the following:

- 5 A. Assume full control of the Receivership Defendants by removing, as the
6 Receiver deems necessary or advisable, any director, officer, independent
7 contractor, employee, or agent of any of the Receivership Defendants,
8 including any Defendant, from control of, management of, or participation
9 in, the affairs of the Receivership Defendants;
- 10 B. Take exclusive custody, control, and possession of all assets and
11 documents of, or in the possession, custody, or under the control of, the
12 Receivership Defendants, wherever situated. The Receiver shall have full
13 power to divert mail and to sue for, collect, receive, take in possession,
14 hold, and manage all assets and documents of the Receivership Defendants
15 and other persons or entities whose interests are now under the direction,
16 possession, custody, or control of, the Receivership Defendants. The
17 Receiver shall assume control over the income and profits therefrom and
18 all sums of money now or hereafter due or owing to the Receivership
19 Defendants. Provided, however, that the Receiver shall not attempt to
20 collect any amount from a consumer if the Receiver believes the consumer
21 was a victim of the unfair or deceptive acts or practices or other violations
22 of law alleged in the Complaint in this matter, without prior Court
23 approval;
- 24 C. Take all steps necessary to secure each location from which the
25 Receivership Defendants operate their business. Such steps may include,
26 but are not limited to, any of the following, as the Receiver deems
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necessary or advisable: (1) serving this Order; (2) completing a written inventory of all Receivership assets; (3) obtaining pertinent information from all employees and other agents of the Receivership Defendants, including, but not limited to, the name, home address, Social Security Number, job description, passwords or access codes, method of compensation, and all accrued and unpaid commissions and compensation of each such employee or agent; (4) photographing and hdphinga5 tapand hd ad

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- 1 profitably;
- 2 K. Institute, compromise, adjust, appear in, intervene in, or become party to
- 3 such actions or proceedings in state, federal or foreign courts or arbitration
- 4 proceedings as the Receiver deems necessary and advisable to preserve or
- 5 recover the assets of the Receivership Defendants, or that the Receiver
- 6 deems necessary and advisable to carry out the Receiver's mandate under
- 7 this Order, including but not limited to, actions challenging fraudulent or
- 8 voidable transfers;
- 9 L. Defend, compromise, adjust, or otherwise dispose of any or all actions or
- 10 proceedings instituted in the past or in the future against the Receiver in his
- 11 role as Receiver, or against the Receivership Defendants, as the Receiver
- 12 deems necessary and advisable to preserve the assets of the Receivership
- 13 Defendants, or as the Receiver deems necessary and advisable to carry out
- 14 the Receiver's mandate under this Order;
- 15 M. Issue subpoenas to obtain documents and records pertaining to the
- 16 Receivership, and conduct discovery in this action on behalf of the
- 17 Receivership estate;
- 18 N. Open one or more bank accounts as designated depositories for funds of
- 19 the Receivership Defendants. The Receiver shall deposit all funds of the
- 20 Receivership Defendants in such a designated account and shall make all
- 21 payments and disbursements from the Receivership estate from such an
- 22 account. The Receiver shall serve copies of monthly account statements
- 23 on all parties;
- 24 O. Maintain accurate records of all receipts and expenditures incurred as
- 25 Receiver; and
- 26 P. Cooperate with reasonable requests for information or assistance from any
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1 state or federal law enforcement agency.

2 XIV.

3 TRANSFER OF RECEIVERSHIP PROPERTY TO RECEIVER

4 IT IS FURTHER ORDERED that Defendants, their Representatives, and any
5 other person or entity with possession, custody or control of property of or records
6 relating to the Receivership Defendants shall upon notice of this Order by personal
7 service or otherwise immediately notify the Receiver of, and, upon receiving a request
8 from the Receiver, immediately transfer or deliver to the Receiver possession, custody,
9 and control of, the following:

- 10 A. All assets of the Receivership Defendants;
- 11 B. All documents of the Receivership Defendants, including, but not limited
12 to, books and records of accounts, all financial and accounting records,
13 balance sheets, income statements, bank records (including monthly
14 statements, canceled checks, records of wire transfers, and check registers),
15 client lists, title documents and other papers;
- 16 C. All computers and data in whatever form used to conduct the business of
17 the Receivership Defendants;
- 18 D. All assets belonging to other persons or entities whose interests are now
19 under the direction, possession, custody, or control of, the Receivership
20 Defendants; and
- 21 E. All keys, codes, and passwords necessary to gain or to secure access to any
22 assets or documents of the Receivership Defendants, including, but not
23 limited to, access to their business premises, means of communication,
24 accounts, computer systems, or other property.

25 In the event that any person or entity fails to deliver or transfer any asset or
26 otherwise fails to comply with any provision of this Section XIII, the Receiver may file

1 ex partean Affidavit of Non-Compliance regarding the failure. Upon filing of the
2 affidavit, the Court may authorize, without additional process or demand, Writs of
3 Possession or Sequestration or other equitable writs requested by the Receiver. The
4 writs shall authorize and direct the United States Marshal or any sheriff or deputy sheriff
5 of any county, or any other federal or state law enforcement officer, to seize the asset,
6 document, or other item covered by this Section XIII and to deliver it to the Receiver.

7 XV.

8 PROVISION OF INFORMATION TO RECEIVER

9 IT IS FURTHER ORDERED that Defendants shall provide to the Receiver,
10 immediately upon request, the following:

- 11 A. A list of all assets and property, including accounts, of the Receivership
12 Defendants that are held in any name other than the name of a
13 Receivership Defendant, or by any person or entity other than a
14 Receivership Defendant; and
- 15 B. A list of all agents, employees, officers, servants or those persons in active
16 concert and participation with the Individual Defendants and Receivership
17 Defendants, who have been associated or done business with the
18 Receivership Defendants.

19 XVI.

20 COOPERATION WITH THE RECEIVER

21 IT IS FURTHER ORDERED that Defendants, their Representatives, and all
22 other persons or entities served with a copy of this Order shall fully cooperate with and
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1 this Order; providing any password required to access any computer, electronic file, or
2 telephonic data in any medium; advising all persons who owe money to the Receivership
3 Defendants that all debts should be paid directly to the Receiver; and transferring funds
4 at the Receiver's direction and producing records related to the assets and sales of the
5 Receivership Defendants. The entities obligated to cooperate with the Receiver under
6 this provision include, but are not limited to, banks, broker-dealers, savings and loans,
7 escrow agents, title companies, commodity trading companies, precious metals dealers
8 and other financial institutions and depositories of any kind, and all third-party billing
9 agents (including but not limited to payment processors), common carriers, and other
10 telecommunications companies, that have transacted business with the Receivership
11 Defendants.

12 XVII.

13 NONINTERFERENCE WITH THE RECEIVER
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1 XVIII.

2 STAY OF ACTIONS AGAINST RECEIVERSHIP DEFENDANTS

3 IT IS FURTHER ORDERED that, except by leave of this Court, during
4 pendency of the Receivership ordered herein, Defendants, their Representatives, and all
5 investors, creditors, stockholders, lessors, customers and other persons seeking to
6 establish or enforce any claim, right, or interest against or on behalf of Defendants, and
7 all others acting for or on behalf of such persons, are hereby enjoined from taking action
8 that would interfere with the exclusive jurisdiction of this Court over the assets or
9 documents of the Receivership Defendants, including, but not limited to:

- 10 A. Petitioning, or assisting in the filing of a petition, that would cause any
11 Receivership Defendant to be placed in bankruptcy;
- 12 B. Commencing, prosecuting, or continuing a judicial, administrative, or
13 other action or proceeding against the Receivership Defendants, including
14 the issuance or employment of process against the Receivership
15 Defendants except that such actions may be commenced if necessary to
16 toll any applicable statute of limitations;
- 17 C. Filing or enforcing any lien on any asset of the Receivership Defendants,
18 taking or attempting to take possession, custody, or control of any asset of
19 the Receivership Defendants; or attempting to foreclose, forfeit, alter, or
20 terminate any interest in any asset of the Receivership Defendants, whether
21 such acts are part of a judicial proceeding, are acts of self-help, or
22 otherwise;
- 23 D. Initiating any other process or proceeding that would interfere with the
24 Receiver managing or taking custody, control, or possession of, the assets
25 or documents subject to this receivership.

26 Provided that this Order does not stay: (i) the commencement or continuation of
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1 a criminal action or proceeding; (ii) the commencement or continuation of an action or
2 proceeding by a governmental unit to enforce such governmental unit's police or
3 regulatory power; or (iii) the enforcement of a judgment, other than a money judgment,
4 obtained in an action or proceeding by a governmental unit to enforce such governmental
5 unit's police or regulatory power.

6 XIX.

7 RECEIVER'S REPORTS

8 IT IS FURTHER ORDERED that the Receiver shall report to this Court, no
9 later than sixty (60) days after the date of entry of this Preliminary Injunction and each
10 ninety (90) days thereafter, regarding: (1) the steps taken by the Receiver to implement
11 the terms of this Order; (2) the value of all liquidated and unliquidated assets of the
12 Receivership Defendants; (3) the sum of all liabilities of the Receivership Defendants;
13 (4) the steps the Receiver intends to take in the future to (a) prevent any diminution in
14 the value of the assets of the Receivership Defendants; (b) pursue receivership assets
15 from third parties; and (c) adjust the liabilities of the Receivership Defendants, if
16 appropriate; and (5) any matters which the Receiver believes should be brought to the
17 Court's attention. Provided, however, if any of the required information would hinder
18 the Receiver's ability to pursue receivership assets, the portions of the Receiver's report
19 containing such information may be filed under seal and not served on the parties.

20 XX.

21 COMPENSATION OF RECEIVER

22 IT IS FURTHER ORDERED that the Receiver and all personnel hired by the
23 Receiver as herein authorized, including counsel to the Receiver and accountants, are
24 entitled to reasonable compensation for the performance of duties pursuant to this Order
25 and for the cost of actual out-of-pocket expenses incurred by them, from the assets now
26 held by, in the possession or control of, or which may be received by, the Receivership
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1 Defendants. The Receiver shall file with the Court and serve on the parties periodic
2 requests for the payment of such reasonable compensation, with the first such request
3 filed no more than sixty (60) days after the date of entry of this Order and each
4 subsequent request filed at intervals of no more than ninety (90) days, or upon any other
5 schedule specified by the Court. The Receiver shall not increase the hourly rates used as
6 the bases for such fee applications without prior approval of the Court.

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1 the purpose of inspecting and copying materials relevant to this action. The Receiver
2 shall have the discretion to determine the reasonable time, manner, and conditions of
3 such access.

4 XXIII.

5 BANKRUPTCY PETITIONS

6 IT IS FURTHER ORDERED that, in light of the appointment of the Receiver,
7 the Receivership Defendants are hereby prohibited from filing a petition for relief under
8 the United States Bankruptcy Code, 11 U.S.C. § 101, without prior permission of
9 this Court.

10 XXIV.

11 EXPEDITED DISCOVERY

12 IT IS FURTHER ORDERED that, pursuant to Rule 26(d) of the Federal Rules
13 of Civil Procedure, discovery may commence at any time after the entry of this Order.

14 XXV.

15 SERVICE BY FACSIMILE AUTHORIZED

16 IT IS FURTHER ORDERED that copies of this Order may be served by any
17 means, including facsimile transmission, upon any financial institution or other entity or
18 person that may have possession, custody, or control of any documents or assets of any
19 Defendant, or that may otherwise be subject to any provision of this Order. Service upon
20 any branch or office of any financial institution shall effect service upon the entire
21 financial institution.

22 XXVI.

23 DEFENDANTS' DUTY TO DISTRIBUTE ORDER

24 IT IS FURTHER ORDERED that Defendants shall immediately provide a copy
25 of this Order to each of their affiliates, subsidiaries, divisions, sales entities, successors,
26 assigns, officers, directors, employees, independent contractors, client companies,

1 agents, attorneys, spouses and representatives, and shall, within ten (10) days from the
2 date of entry of this Order, provide the Commission with a sworn statement that:
3 (A) confirms that Defendants have provided copies of the Order as required by this
4 paragraph; and (B) lists the names and addresses of each entity or person to whom
5 Defendants provided a copy of the Order. Furthermore, Defendants shall not take any
6 action that would encourage officers, agents, directors, employees, salespersons,
7 independent contractors, attorneys, subsidiaries, affiliates, successors, assigns or other
8 persons or entities in active concert or participation with them to disregard this Order or
9 believe that they are not bound by its provisions.

10 XXVII.

11 ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANTS

12 IT IS FURTHER ORDERED that each Individual Defendant, within five (5)
13 business days of entry of this Order, must submit to the Plaintiff a truthful sworn
14 statement acknowledging having received and read this Order.

15 XXVIII.

16 CORRESPONDENCE WITH AND NOTICE TO PLAINTIFF

17 IT IS FURTHER ORDERED that for purposes of this Order, all
18 correspondence and pleadings to the Commission shall be addressed to:

19 Daniel O. Hanks
20 Kathleen Benway
21 232 an326-2472,n326-2011. [telephone]23
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XXIX.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for all purposes.

IT IS SO ORDERED.



HON. ROBERT C. JONES
U.S. DISTRICT COURT JUDGE

DATED: September 10, 2009