

Plaintiff, the Federal Trade Commission (Commission) filed its Complaint for Permanent Injunction and Other Equitable Relief and subsequently filed its Amended Complaint for Permanent Injunction and Other Equitable Relief (Amended Complaint), for a permanent injunction and other equitable relief in this matter under Sections 13(b) and 19 of the Federal Trade Commission Act (FTC Act), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (Telemarketing Act), 15 U.S.C. §§ 6101-6108. The Commission and Defendants stipulate to the entry of this Stipulated Final Order for Permanent Injunction and Monetary Judgment (Order) by this Court to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Amended Complaint charges that Defendants participated in deceptive and unfair acts and practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and in violation of the Telemarketing Sales Rule (TSR), 16 C.F.R. Part 310, in telemarketing credit card interest rate reduction services.
3. Defendants neither admit nor deny any of the allegations in the Amended Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.
4. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees. Defendants waive and release any claims that they may have against the Commission and Receiver Thomas McNamara and their agents that relate to this action.
5. Defendants and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

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

1. “ACH debit” means any completed or ~~attemp~~ted debit to a person’s account at a financial institution that is ~~pe~~cessed electronically through the Automated Clearing House Network.

A. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards;

B. improve, or arrange to improve, any consumer's credit record, credit history, or credit rating;

C. provide advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer's credit record, credit history, or credit rating;

D. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit; or

E. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving any service represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more secured creditors, servicers, or debt collectors.

8. "Individual Defendants" means LeRoy Castine, a/k/a Lee Castine, and Chris Ambrosia.

9. "Merchant" means a person who is authorized under a written contract with an acquirer to honor or accept credit cards, or to transmit or process for payment credit card payments, for the purchase of goods, services or a charitable contribution.

10. "Outbound telemarketing call" means a telephone call initiated by a telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.

11. "Payment Processing" means providing a Person, directly or indirectly, with the means used ent

merchants to acquiring banks or other financial institutions; (c) clearing, settling, or distributing proceeds of sales transactions from acquiring banks financial institutions to merchants; or (d) processing charges back returned Remotely Created Payment Orders, Remotely Created Checks, or ACH Debits.

12. "Person" means any natural person or any entity, corporation, partnership, or association of persons.

13. "Receivership Defendants" means Ambrosia Web Design LLC, d/b/a AWD; AFB LLC; CAM Services Direct LLC; Concord Financial Advisors LLC; Western GPS LLC; and MAX Direct LLC.

14. "Remotely created check" means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose financial account the check is drawn. A remotely created check is often referred to as a "demand draft," "bank draft," "bank check," or "pre-authorized draft." A remotely created check originates as a paper-based transaction, but can be processed subsequently through electronic means (such as through check imaging or scanning) or through non-electronic means.

15. "Remotely created payment order" means a payment instruction or order drawn on a person's financial account that is initiated or created by the payee and that does not bear a signature applied, or purported to be applied, by the person on whose financial account the order is drawn, and which is deposited into or cleared through the check clearing system. A remotely created payment order originates as a non-paper-based transaction created when a seller, merchant, payment processor, or other entity enters financial account and routing numbers in an electronic check template that is converted into an electronic file deposited into the check clearing system.

16. "Telemarketer" means any person who, in connection with telemarketing, initiates or receives telephone calls to or from a customer or donor.

17. "Telemarketing" means a plan, program, or campaign which is conducted to induce the purchase of goods or services, or a charitable contribution, by use of one or more telephones and which involves more than one interstate telephone call.

ORDER

B. accepting, directly or indirectly, A/C Debits, Remotely Created Checks, Remotely Created Payment Orders, or Cash Present transactions as payment for goods or services.

IV. BAN ON DEBT RELIEF PRODUCTS OR SERVICES

IT IS FURTHER ORDERED that Defendants are permanently restrained and enjoined from advertising, marketing, promoting, or offering for sale, or assisting in the advertising, marketing, promoting, or offering for sale of, any debt relief product or service.

V. BAN ON CREDIT REPAIR

IT IS FURTHER ORDERED that Defendants are permanently restrained and enjoined from advertising, marketing, promoting, or offering for sale, or assisting in the advertising, marketing, promoting, or offering for sale of, any credit repair service.

VI. PROHIBITION OF PRACTICES RELATING TO FINANCIAL RELATED PRODUCTS OR SERVICES

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, or assigns, shall not engage in any of the following practices:

3. the savings associated with the credit;
 4. the amount of cash to be disbursed to the borrower out of the proceeds, or the amount of cash to be disbursed on behalf of the borrower to any third party;
 5. whether the payment of the minimum amount specified each month covers both interest and principal, and whether the credit has or can result in negative amortization;
 6. that the credit does not have a prepayment penalty or that no prepayment penalty and/or other fees or costs will be incurred if the consumer subsequently refinances; or
 7. that the interest rate(s) or annual percentage rate(s) are fixed rather than adjustable or adjustable rather than fixed;
- B. any aspect of any mortgage loan modification service or foreclosure relief service, including, but not limited to, the amount of savings or reduction in interest rate, loan principal, or monthly payment that a consumer will receive from purchasing, using, or enrolling in such mortgage loan modification service or foreclosure relief service; the amount of time before a consumer will receive mortgage loan modification or relief from foreclosure; the likelihood that a consumer will obtain a modified mortgage loan or relief from foreclosure; or the reduction or cessation of collection calls;
- C. that a consumer will receive legal representation; or
 - D. any other fact material to consumers concerning a financial related product or service.

with the telemarketing of goods and services are permanently restrained and enjoined from:

- A. failing to disclose to consumers that Defendants have a policy of not making refunds or allowing cancellations if this is Defendants' policy;
- B. requesting or receiving payment or fee or consideration in advance of obtaining a loan or other extension of credit, when Defendants have guaranteed or represented a high likelihood of success in obtaining or arranging a loan or other extension of credit for a consumer;
- C. causing billing information to be submitted for payment without the express informed consent of the consumer; and
- D. engaging in, or causing a telemarketer to engage in, initiating an outbound telemarketing call to a person's telephone number that is on the National Do Not Call Registry, unless the Defendants have:
 - 1. obtained an express agreement in writing, from such person, that clearly evidences the person's authorization of calls made by or on behalf of

Defendants may be placed on that list. (Ser. 1, 6) (l. 139447) Tj 16.9124 0 TD -.0mat

X. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment in the amount of EIGHT MILLION THREE HUNDRED

providing any necessary information. Upon completion of the transfer, the property shall be treated as an asset of the Receiver-Defendants for the purposes of this Order, and shall be liquidated in accordance with Section XIII below.

D. Defendant Chris Ambrosia is ordered to immediately liquidate the TD Ameritrade account (account number xxx-453) held by Max Direct LLC for fair market value. Within 3 business days of receipt of the net proceeds from the liquidation of this account, Defendant Chris Ambrosia shall remit the net proceeds of the liquidation, less applicable brokerage fees to the Commission in the form of an electronic funds transfers or certified or cashier's check payable to the Commission or an agent as the Commission may direct.

E. Upon the payments or transfers set forth in Subsections B, C, and D above, the remainder of the judgment is suspended, subject to the Subsections below.

F. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements and related documents (collectively, Financial Attestations) submitted to the Commission, namely:

1. the Financial Statement of Individual Defendant LeRoy Castine signed on October 31, 2012;
2. the Declaration of LeRoy Castine signed on May 7, 2013;
3. the Financial Statement of Individual Defendant Chris Ambrosia signed on October 31, 2012; and
4. the Declaration of Chris Ambrosia signed on May 7, 2013.

G. The suspension of the judgment will be lifted as to any Defendant if, upon motion by the Commission, the Court finds that Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the Financial Attestations identified above.

H. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Defendant the amount specified in Subsection A above

N. The asset freeze imposed by the Primary Injunction entered on March 7, 2013 is modified to permit the payments and transfers required by this Order. The asset freeze on the assets of the Receivership Defendants shall remain in effect until the Receiver completes all duties, is paid all Court approved fees and expenses, and is discharged under the Section titled "Receiver's Termination." The asset freeze on the assets of Individual Defendants shall remain in effect against each Individual Defendant until that Individual Defendant has fully complied with the requirements of this Section. A financial institution may rely on a letter from the Commission stating that an asset freeze on an Individual Defendant has been lifted.

O. To ensure the Order effectuates disgorgement, Defendants must not, directly or indirectly, take any deduction, capital loss, or other tax benefit on any federal or state tax return for any asset transferred to the Commission related to this Order. Within 14 days of receipt of a written request from a representative of the Commission, Defendants must take all necessary steps (including a completed IRS Form 4506 or 8821) to cause the Internal Revenue Service or other tax authority to provide information to the Commission. The Commission may request any information, including amended tax returns and any other filings related to compliance with this provision, that Defendants have the authority to release.

XI. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, are permanently restrained and enjoined from directly or indirectly:

A. failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Defendants must provide it, in the form prescribed by the Commission, within 14 days;

B. disclosing, using or benefitting from customer information, including the name, address, telephone number, email address, Social Security Number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, direct financial account), that any Defendant obtained prior to entry of this Order in connection with marketing or selling or assisting others in marketing or selling any debt relief product or service or financial related product or service; and

C. failing to destroy the customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the Commission.

Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency as required by a law, regulation, or court order.

XII. COOPERATION

IT IS FURTHER ORDERED that Defendants must fully cooperate with representatives of the Commission in this case and in any investigation related to or associated with the transactions or the sources that are the subject of the Amended Complaint. Defendants must provide truthful

XVII, XVIII, XIX, XXI, XXII, XXIII, and XXIV of the Preliminary Injunction, are continued in full force and effect ~~except~~ as modified by this Section.

A. The Receiver is directed and ~~authorized~~ to accomplish the following:

1. complete, as necessary, the liquidation of the assets of the Receivership Defendants;

2. prepare and file with the Court a final report describing the Receiver's activities under this Order ~~and~~ Preliminary Injunction, and a final application for compensation and expenses; and

3. upon the Court's approval of the Receiver's final application for compensation and expenses, distribute ~~to~~ Commission any remaining assets at the conclusion of the Receiver's duties.

B. The Receiver must complete all ~~duties~~ within 120 days after the entry of this Order, but any party or the Receiver ~~may~~ request that the Court extend the Receiver's term for good cause. Upon completion of ~~the~~ above tasks, the ~~duties~~ of the Receivership shall terminate, and the Receiver shall be discharged.

Defendant's involvement in each such ~~business~~ ^{business}, including title, role, responsibilities, participation, authority, ~~control~~ ^{control}, and any ownership.

B. For 10 years after entry of the ~~Order~~ ^{Order}, each Defendant must submit a

Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600
Pennsylvania Avenue NW, Washington, DC

prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with each Defendant. Each Defendant must permit representatives of the Commission to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process under Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

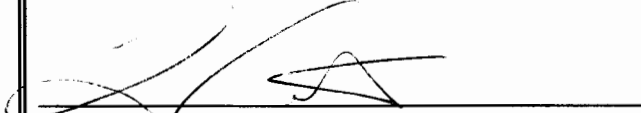
IT IS SO ORDERED.

Dated this 4th day of September, 2013.

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DEFENDANTS:

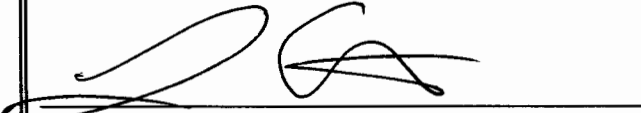
WESTERN GPS LLC



Date: 7/31/13

**By: LEROY CASTINE, MANAGING MEMBER
OF WESTERN GPS LLC**

AFB LLC



Date: 7/31/13

**By: LEROY CASTINE, MANAGING MEMBER
OF AFB LLC**

CONCORD FINANCIAL ADVISORS LLC



Date: 7/31/13

**By: LEROY CASTINE, MANAGING MEMBER
OF CONCORD FINANCIAL ADVISORS LLC**



Date: 7/31/13

**LEROY CASTINE, INDIVIDUALLY, AND AS
MANAGING MEMBER OF WESTERN GPS LLC,
AFB LLC, AND CONCORD FINANCIAL ADVISORS LLC**

AMBROSIA AWE DESIGN LLC

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chris ambrosia

Date: 8/6/13