

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

**Case No. 18-cv-62593-GAYLES**

**FEDERAL TRADE COMMISSION,**

**Plaintiff,**

v.

**SIMPLE HEALTH PLANS LLC, et al.,**

**Defendants.**

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**PRELIMINARY INJUNCTION**

**THIS CAUSE** comes before the Court on Plaintiff Federal Trade Commission’s (“FTC”) *Ex Parte* Motion for a Temporary Restraining Order with Asset Freeze, Appointment of a Temporary Receiver, and other Equitable Relief and Order to Show Cause why a Preliminary Injunction Should Not Issue [ECF No. 3], specifically the FTC’s request for preliminary injunctive relief. The Court has reviewed the Motion and the record and is otherwise fully advised.

This action revolves around consumers’ decisions to purchase health insurance to cover routine and unexpected medical expenses. Through its evidence, the FTC gives a well-documented account of a classic bait and switch scheme—aided by rigged internet searches, deceptive sales scripts, and predatory practice. Though consumers believed they were purchasing comprehensive health insurance coverage, Defendants sold them practically worthless limited indemnity or discount plans. While Defendants, under the control of Defendant Steven J. Dorfman (“Dorfman”), profited from their scheme, consumers were left with inadequate health coverage and devastating medical bills. Dorfman, relying primarily on his own declaration, disputes the FTC’s account and contends that consumers were not misled. Based on the record before it, the





as the ‘preferred network.’ A plan member can use any of the preferred providers, typically with favorable co-insurance, copay; and count towards a deductible.” *Id.* at 9.

In contrast, “[i]ndemnity plans provide a defined financial benefit paid to consumers after medical expenses are incurred.” *Id.* at 5. Under a limited indemnity plan, consumers are merely purchasing medical services at pre-negotiated discounted rates. With these plans, the risk of high medical bills falls solely on the consumer. *Id.* at 10. Limited indemnity plans are sometimes combined with medical discount plans. Medical discount plans are not insurance and do not guarantee coverage of medical services, “rather, they serve as a ‘buyer’s club’ akin to a grocery store savers card . . .” *Id.* at 6. Limited indemnity plans and medical discount plans are not ACA-compliant. *Id.* As a result, a consumer who only had a limited indemnity or medical discount plan was subject to the ACA penalty for failing to obtain compliant insurance.

## **II. The Parties**

The FTC is an independent agency of the United States

ICC. *Id.* at ¶ 41. Until the receiver was appointed in this case, Dorfman was the CEO of each of the Corporate Defendants. *Id.* at ¶ 40. In addition, Dorfman owned 99% of the membership interests in HCM. *Id.* at ¶ 41.

### **III. Defendants' Bait, Switch, and Delay Business Model**

#### **A. Consumer Searches the Internet for Health Insurance**

Defendants' bait and switch scheme typically began when a consumer seeking health insurance coverage turned to the internet to research their options. SIL, Defendants' lead generator, paid Google to ensure that when specific "AdWords"<sup>2</sup> were used in an online search, consumers would be directed to SIL's lead generation websites. RR, at 11. As a result, when

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scripts “to give consumers the impression that the coverage provided by Simple Health’s limited benefit plan was equal to, if not better than, major medical insurance.” PX 31 ¶¶ 18 & 31.

Although Defendants employed a different sales script for each carrier, the scripts all followed a preset pattern. The scripts began with the salesperson introducing himself and stating that Simple Health was acting on behalf of “many of the MAJOR ‘A Rated’ CARRIERS,” and that he would find the consumer the “BEST PLAN out there for the BEST PRICE!” PX 33.<sup>6</sup> Pursuant to the scripts, the salesperson would then indicate that he wanted to find the consumer: (1) a PPO; (2) prescription and lab coverage; (3) preventative care and maintenance; and (4) a plan that would have very low out of pocket expenses. *Id.* After a brief discussion about the price the consumer would be able to pay, the scripts directed the salesperson to place the consumer on hold while the salesperson purportedly went to search for “the best” plan. *Id.* Despite the hold, the record reflects that the salesperson never searched for different insurance options. Rather, the salesperson was always going to offer the consumer a limited indemnity and/or medical discount plan regardless of the consumer’s specific needs.

When the salesperson returned to the line, the scripts directed him to congratulate the consumer on his or her approval for a “health insurance plan.” The salesperson would then describe the plan as “similar” to “insurance through an employer” and would represent that the plan included “a prescription drug plan,” “doctor office visits,” “diagnostic testing,” “hospital

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consumers. Despite these deviations, Defendants generally allowed the salespeople to keep selling. PX 32 ¶ 21. However, Defendants fired at least one salesperson for making comments about the sales process being unethical. *See* PX 34, at 11–14 (salesperson fired after saying “the post close is unethical and they are always lying to the consumer.”).

During one of Defendants’ training sessions, Dorfman tells his employees “[y]our jobs as a salesperson is to keep the customer focused on that script . . . You’re [sic] job is to create tunnel vision with your customers, okay, and to keep them on your beaten path, your script, okay?” *See* PX 34, at 59.

<sup>6</sup> Plaintiff’s Exhibit 33 includes several substantively identical scripts used by Defendants.

coverage,” and “medical” and “surgical” care that “can be used at virtually ANY inpatient or outpatient facility in the NATION.” *Id.*

The scripts then directed the salesperson to asks for payment. After the consumer was charged for the enrollment fee and first monthly premium, the salesperson would read the “Post Close Script.” *Id.* Pursuant to the Post Close Script, the salesperson told the consumer that they would be transferred to a corporate verification department where an agent would go over the plan they just purchased.<sup>7</sup> The scripts directed the salesperson to tell the consumer that, during the verification call, “some of the information will apply to you, and some of which [sic] will not apply to you.” PX 33, at 8, 29, 55.

### **C. The Verification**

Following the scripted sales call and payment, consumers completed a verification process where, for the first time, they were told that they had purchased a limited benefit plan that was not compliant with the ACA. Although the post-payment oral verifications were recorded, Defendants would also turn off the recording to respond to consumer questions. Defendants used a “verification rebuttal” script that instructed employees to provide different and conflicting answers to consumers’ questions depending on whether the verification was “on recording” or “off recording.” PX 32, at 411–414. One “on recording” rebuttal described the product as “not health insurance,” while the corresponding “off recording” rebuttal stated, “[t]his is health insurance.” *Id.*

### **D. Consumer Complaints**

Customers who contacted Defendants with complaints or concerns about coverage were often subjected to additional misrepresentations and delay tactics. Defendants trained their

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Defendants





work, surgical, medical, and hospital visits, medication, and dental, vision, and

x When a consumer<sup>9</sup> suffering from leukemia attempted to cancel a limited benefit plan because it was not covering his medical expenses, Defendants' customer service employee repeatedly and falsely represented that the plan covered 70% of the consumer's medical bills. PX 34, at 342-47.

~~Text Brenda Riley, [a diabetic] purchased a plan offered by Defendants with TWG (b) (6) of a~~



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1353, 1360 (S.D. Fla. 2012) (citing *Levi Strauss & Co. v. Sunrise Int'l Trading, Inc.*, 51 F.3d 982, 985 (11th Cir. 1995) and *McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1310–13 (11th Cir. 1998)).

“For the FTC to obtain injunctive relief, it must show that (1) it is likely to succeed on the merits, and (2) injunctive relief is in the public interest.” *FTC v. IAB Mktg. Assocs., LP*, 746 F.3d 1228, 1232 (11th Cir. 2014) (citing *FTC v. Univ. Health, Inc.*, 938 F.2d 1206, 1217–18 (11th Cir. 1991)). Unlike private litigants, the FTC is not required to demonstrate irreparable injury to obtain injunctive relief. *Id.* at 1232.

## **II. The Court has the Authority to Enter a Preliminary Injunction**

Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), authorizes the FTC to seek, and this Court to grant, preliminary and permanent injunctive relief enjoining violations of Section 5 of the FTC Act, as well as “any ancillary relief necessary to accomplish complete justice.” *FTC v. USA Fin., LLC*, 415 F. App'x 970, 976 (11th Cir. 2011) (per curiam) (quoting *FTC v. U.S. Oil & Gas Corp.*, 748 F.2d 1431, 1432 (11th Cir. 1984) (per curiam)). Section 13(b) does not specifically authorize courts to grant monetary relief. However, the Eleventh Circuit has expressly held that “the unqualified grant of statutory authority to issue an injunction under section 13(b) carries with it the full range of equitable remedies, including the power to grant consumer redress and compel disgorgement of profits.” *FTC v. Gem Merchandising Corp.*, 87 F.3d 466, 468 (11th Cir. 1996). *see also FTC v. WV Univ. Mgmt, LLC*, 877 F.3d 1234, 1239 (11th Cir. 2017).

Dorfman asks this Court to disregard Eleventh Circuit precedent and find that Section 13(b) does not authorize the FTC to seek disgorgement





“A representation is material if it is of a kind usually relied upon by a reasonably prudent person.” *FTC v. Transnet Wireless Corp.*, 506 F. Supp. 2d 1247, 1266 (S.D. Fla. 2007). “If a significant number of prospective purchasers are likely to attach importance to the representation in determining whether to engage in a proposed transaction, the representation is material.” *FTC v. Washington Data Resources*, 856 F. Supp. 2d 1247, 1272–73 (M.D. Fla. 2012) (quo-2 (e)4 (r)3s



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verification information did not apply to them, are insufficient to avoid liability. Indeed, this is the functional equivalent of “small print.” See *FTC v. A to Z Mktg., Inc.*, No. 13-00919, 2014 WL 12479617, at \*3 (C.D. Cal. Sept. 17, 2014) (“[M]isleading statements may not be sufficiently cured merely by the inclusion of disclaimers in small print.”).

Third, even if the verification contained unambiguous disclosures, it failed to change the net impression created by Defendants’ salespeople who verbally promised comprehensive health insurance and ACA-qualified plans. See *Cyberspace.com*, 453 F.3d at 1200 (“A solicitation may be likely to mislead by virtue of the net impression it creates even though the solicitation also contains truthful disclosures.”); *IAB Mktg.*, 746 F.3d at 1233 (“IAB offers no authority for the proposition that disclosures sent to consumers after their purchases somehow cure the misrepresentations occurring during the initial sales.”).

The record supports the conclusion that the FTC is likely to succeed on the merits on its FTC Act claim. Defendants’ misrepresentations were deceptive as they were likely to mislead consumers acting reasonably under the circumstances, and they were material to consumers’ decisions to purchase Defendants’ services. That Defendants’ services may have provided some value to customers is of no consequence. Even assuming this were true, “liability for deceptive sales practices does not require that the underlying product be worthless.” *IAB Mktg.*, 746 F.3d at



Defendants engaged in the same health insurance scam, shared ownership and managements, operated under the same “Simple Health” name, shared leads and websites, and commingled funds. Indeed, Dorfman is the CEO and 99% owner of each Corporate Defendant. The senior officers were the same for all of the companies. PX 32. Of the three Corporate Defendants that had employees and payroll, their payrolls were funded entirely by HBO. *Id.* As a result, the Court finds that, based on the record before it, the FTC is likely to succeed in proving that the Corporate Defendants engaged in a common enterprise.

**D. Dorfman’s Liability**

“Individuals may be liable for FTC Act violations committed by a corporate entity if the individual ‘participated directly in the [deceptive] practices or acts or had authority to control  
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The appointment of a receiver is appropriate where, as here, there is “imminent danger of property being lost, injured, diminished in value or squandered, and where legal remedies are inadequate.” *Leone Indus. v. Assoc. Packaging*, 795 F. Supp. 117, 120 (D.N.J. 1992). When a defendant has used deception to obtain money from consumers, “it is likely that, in the absence of the appointment of a receiver to maintain the status quo, the corporate assets will be subject to diversion and waste to the detriment of [victims].” *SEC v. First Fin. Grp. of Tex.*, 645 F.2d 429, 438 (5th Cir. 1981); *see also IAB M*

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identifying information of any person that any Defendant obtained in connection with any activity that pertains to the subject matter of this Order.

However, Defendants may disclose such identifying information to a law enforcement agency, to their attorneys as required for their defense, as required by any law, regulation, or court order, or in any filings, pleadings or discovery in this action in the manner required by the Federal Rules of Civil Procedure and by any protective order in the case.

### **III. Asset Freeze<sup>15</sup>**

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

A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, relinquishing, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any Assets that are:

1. owned or controlled, directly or indirectly, by any Defendant;
2. held, in part or in whole, for the benefit of any Defendant;
3. in the actual or constructive possession of any Defendant; or
4. owned or controlled by, in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant;

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<sup>15</sup> "Asset" includes any legal or equitable interest in, right to, or claim to, any property, wherever located and by whomever held, and all proceeds, product, offspring, rents, or pro fit of or from that property.

B. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of any Defendant or subject to access by any Defendant, except as necessary to comply with written requests from the Receiver acting pursuant to its authority under this Order, and after providing Plaintiff prior notice and an opportunity to inspect the contents to determine that they contain no Assets covered by this Section;

C. Incurring charges or cash advances on any credit, debit, or ATM card issued in the name, individually or jointly, of any Corporate Defendant or any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any Defendant or of which any Defendant is an officer, director, member, or manager. This includes any corporate bankcard or corporate credit card account for which any Defendant is, or was on the date that this Order was signed, an authorized signor; or

D. Depositing or cashing any checks or depositing any money orders or cash received from consumers, clients, or customers of any Defendant.

The Assets affected by this Section shall include: (1) all Assets of Defendants as of the  
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A. completed financial statements on the forms attached to the TRO as **Attachment A** (Financial Statement of Individual Defendant) for each Individual Defendant, and **Attachment B** (Financial Statement of Corporate Defendant) for each Corporate Defendant; and

B. completed TRO **Attachment C** (IRS Form 4506, Request for Copy of a Tax Return) for each Individual and Corporate Defendant.

**VI. Foreign Asset Repatriation**

**IT IS FURTHER ORDERED** that within five days following entry of this Order, unless previously completed in compliance with the TRO, each Defendant shall:

A. Provide Plaintiff's counsel and the Receiver with a full accounting, verified under oath and accurate as of the date of this Order, of all Assets, Documents, and accounts outside of the United States which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of any corporation, partnership, asset protection trust, or other entity that is directly or indirectly owned, managed or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant;

B. Take all steps necessary to provide Plaintiff's counsel and Receiver access to all Documents and records that may be held by third parties located outside of the territorial United States, including signing the Consent to Release of Financial Records appended to the TRO as **Attachment D**;

C. Transfer to the territory of the United States any and all Documents and Assets located in foreign countries which are: (1) titled in the name, individually or jointly, of any Defendant; (2) held by any person or entity for the benefit of any Defendant or for the benefit of any corporation, partnership, asset protection trust, or other entity that is directly or indirectly

owned, managed or controlled by any Defendant; or (3) under the direct or indirect control, whether jointly or singly, of any Defendant; and

D. The same business day as any repatriation, (1) notify the Receiver and counsel for Plaintiff of the name and location of the financial institution or other entity that is the recipient of such Documents or Assets; and (2) serve this Order on any such financial institution or other entity.

**VII. Non-Interference with Repatriation**

**IT IS FURTHER ORDERED THAT**





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including Assets the Receiver has a reasonable basis to believe were purchased using funds from any Receivership Entity's corporate accounts, including the items listed in Section XII(B) of the TRO;

C. Conserve, hold, manage, and prevent the loss of all Assets of the Receivership Entities, and perform all acts necessary or advisable to preserve the value of those Assets. The Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to the Receivership Entities. The Receiver shall have full power to sue for, collect, and receive all Assets of the Receivership Entities and of other persons or entities whose interests are now under the direction, possession, custody, or control of, the Receivership Entities. Provided, however, that the Receiver shall not attempt to collect any amount from a consumer if the Receiver believes the consumer's debt to the Receivership Entities has resulted from the deceptive acts or practices or other violations of law alleged in the Complaint in this matter, without prior Court approval;

D. Obtain, conserve, hold, manage, and prevent the loss of all Documents of the Receivership Entities, and perform all acts necessary or advisable to preserve such Documents. The Receiver shall: divert mail; preserve all Documents of the Receivership Entities that are accessible via electronic means (such as online access to financial accounts and access to electronic documents held onsite or by Electronic Data Hosts, by changing usernames, passwords or other log-



H. Take all steps necessary to prevent the modification, destruction, or erasure of any web page or website registered to and operated, in whole or in part, by any Defendants, and to provide access to all such web page or websites to Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives;

I. Enter into and cancel contracts and purchase insurance as advisable or necessary;

J. Prevent the inequitable distribution of Assets and determine, adjust, and protect the interests of consumers who have transacted business with the Receivership Entities;

K. Make an accounting, as soon as practicable, of the Assets and financial condition of the receivership and file the accounting with the Court and deliver copies thereof to all parties;

L. Institute, compromise, adjust, appear in, intervene in, defend, dispose of, or otherwise become party to any legal action in state, federal or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to preserve or recover the Assets of the Receivership Entities, or to carry out the Receiver's mandate under this Order, including actions challenging fraudulent or voidable transfers and including any claims the Receivership Entities may have in law or equity against any third party;

M. Issue subpoenas to obtain Documents and records pertaining to the receivership, and conduct discovery in this action on behalf of the receivership estate, in addition to obtaining other discovery as set forth in this Order;

N. Open one or more bank accounts at designated depositories for funds of the Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such designated accounts and shall make all payments and disbursements from the receivership estate from such accounts. The Receiver shall serve copies of monthly account statements on all parties;

O. Maintain accurate records of all receipts and expenditures incurred as Receiver;

P. Allow Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives, reasonable access to the premises of the Receivership Entities, or any other premises where the Receivership Entities conduct business. The purpose of this access shall be to

are modified for consumer education and/or informational purposes, and take all steps necessary to ensure that any telephone numbers associated with the Receivership Entities cannot be accessed by the public, or are answered solely to provide consumer education or information regarding the status of operations; and

V. File reports with the Court on a reasonable and timely basis on matters that the Receiver believes should be brought to the Court's attention.

**XIII. Transfer of Receivership Property to Receiver**

**IT IS FURTHER ORDERED** that Defendants and any other person with possession, custody or control of property of, or records relating to, the Receivership Entities shall, upon notice of this Order by personal service or otherwise, fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the Assets and Documents of the Receivership Entities and immediately transfer or deliver to the Receiver possession, custody, and control of, the following:

- A. All Assets held by or for the benefit of the Receivership Entities;
- B. All Documents of or pertaining to the Receivership Entities;
- C. All computers, mobile devices, tablets, and other electronic storage devices or machines used to conduct the business of the Receivership Entities;
- D. All Assets and Documents belonging to other persons or entities whose interests are under the direction, possession, custody, or control of the Receivership Entities; and
- E. All keys, codes, user names, and passwords necessary to gain or to secure access to any Assets or Documents of or pertaining to the Receivership Entities, including access to their business premises, means of communication, accounts, computer systems (onsite and remote), Electronic Data Hosts, or other property.

In the event that any person or entity fails to deliver or transfer any Asset or Document, or otherwise fails to comply with any provision of this Section, the Receiver may file, *ex parte*, an Affidavit of Non-Compliance regarding the failure and a motion seeking compliance or a contempt citation. Upon the filing of the affidavit, the Court may authorize, without additional process or demand, Writs of Possession or Sequestration or other equitable writs requested by the Receiver. The writs shall authorize and direct the United States Marshal or any sheriff or deputy sheriff of any county, or any other federal or state law enforcement officer, to seize the asset, Document, or other thing and to deliver it to the Receiver.

#### **XIV. Provision of Information to Receiver**

**IT IS FURTHER ORDERED** that, unless previously provided in compliance with the TRO, Defendants shall immediately provide to the Receiver:

A. A list of all Assets and accounts of the Receivership Entities that are held in any name other than the name of a Receivership Entity, or by any person or entity other than a Receivership Entity;

B. A list of all agents, employees, officers, attorneys, servants and those persons in active concert and participation with the Receivership Entities, or who have been associated or done business with the Receivership Entities; and

C. A description of any Documents covered by attorney-client privilege or attorney work product, including files where such Documents are likely to be located, authors or recipients of such Documents, and search terms likely to identify such electronic Documents.

#### **XV. Cooperation with the Receiver**

**IT IS FURTHER ORDERED** that Defendants; Receivership Entities; Defendants' or Receivership Entities' officers, agents, employees, and attorneys, all other persons in active concert or participation with any of them, and any other person with possession, custody, or control





## **XVII. Stay of Actions**

**IT IS FURTHER ORDERED** that, except by leave of this Court, during the pendency of the receivership ordered herein, Defendants, Defendants' officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, and their corporations, subsidiaries, divisions, or affiliates, and all investors, creditors, stockholders, lessors, customers and other persons seeking to establish or enforce any claim, right, or interest against or on behalf of Defendants, and all others acting for or on behalf of such persons, are enjoined from taking action that would interfere with the exclusive jurisdiction of this Court over the Assets or Documents of the Receivership Entities, including:

A. Filing or assisting in the filing of a petition for relief under the Bankruptcy Code, 11 U.S.C. § 101 *et seq.*, or of any similar insolvency proceeding on behalf of the Receivership Entities;

B. Commencing, prosecuting, or continuing a judicial, administrative, or other action or proceeding against the Receivership Entities, including the issuance or employment of process against the Receivership Entities, except that such actions may be commenced if necessary to toll any applicable statute of limitations; or

C. Filing or enforcing any lien on any asset of the Receivership Entities, taking or attempting to take possession, custody, or control of any Asset of the Receivership Entities; or attempting to foreclose, forfeit, alter, or terminate any interest in any Asset of the Receivership Entities, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise. However, this Order does not stay: (1) the commencement or continuation of a criminal action or proceeding; (2) the commencement or continuation of an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power; or (3) the enforcement of a



130-627, Fort Lauderdale, Florida 33301. The Receiver may exclude Defendants, Receivership Entities, and their employees from the business premises during the immediate access;

B. Plaintiff and the Receiver, and their representatives, agents, contractors, and assistants, are authorized to obtain the assistance of federal, state and local law enforcement officers as they deem necessary to provide protection to the property of the Plaintiff.

Plaintiff

Entities, and their employees from the business premises during the immediate access;



set forth in Fed R. Civ. P. 30(a)(2)(B) and 31(a)(2)(B) regarding subsequent depositions of an individual shall not apply to depositions taken pursuant to this Section. Any such deposition taken pursuant to this Section shall not be counted towards the deposition limit set forth in Fed R. Civ. P. 30(a)(2)(A) and 31(a)(2)(A) and depositions may be taken by telephone or other remote electronic means.

B. Plaintiff and the Receiver may serve upon parties requests for production of Documents or inspection that require production or inspection within five days of service, provided, however, that three days of notice shall be deemed sufficient for the production of any such Documents that are maintained or stored only in an electronic format.

C. Plaintiff and the Receiver may serve upon parties interrogatories that require response within five days of service.

D. Plaintiff and the Receiver may serve subpoenas upon non-parties that direct production or inspection within five days of service.

E. Service of discovery upon a party to this action, taken pursuant to this Section, shall be sufficient if made by facsimile, email, or by overnight delivery.

F. Any expedited discovery taken pursuant to this Section is in addition to, and is not

overnight delivery, U.S. Mail or FedEx, by agents and employees of Plaintiff, by any law enforcement agency, or by private process server, upon any Defendant or any person (including any financial institution) that may have possession, custody or control of any Asset or Document of any Defendant, or that may be subject to any provision of this Order pursuant to Fed. R. Civ. P. 65(d)(2). For purposes of this Section, service upon any branch, subsidiary, affiliate or office of any entity shall effect service upon the entire entity.

**XXIII. Correspondence and Service on Plaintiff**

**IT IS FURTHER ORDERED** that, for the purpose of this Order, all correspondence and service of pleadings on Plaintiff shall be addressed to:

Elizabeth Scott  
James Davis  
230 South Dearborn, Suite 3030  
Chicago, Illinois 60604  
312-960-5634 (phone)  
312-960-5600 (fax)  
escott@ftc.gov  
jdavis@ftc.gov

**XXIV. Retention of Jurisdiction**

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

**DONE AND ORDERED** in Chambers at Miami, Florida, this 14th day of May, 2019. ,sC.008 T(r)5 i