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HGFGTCN"VTCFG"EQO OKUUKQP,

Plaintiff,

v.

CRGZ"ECRKVCN" I TQWR."NNE."gy"cn0,"
"

Defendants.

Case No. 2:18-cv-09573-JFW (JPRx)

UVKRWNCVGF"QTFGT"HQT"
RGTOCPGPV"KPLWPEVKQP"
CPF"OQPGVCT ["LWF I OGPV"
"

On November 13, 2018, Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its Complaint for Permanent Injunction and Other Equitable Relief in this matter, subsequently amended as First Amended Complaint for Permanent Injunction and Other Equitable Relief, (as amended, “Complaint”), pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, the Restore Online Shoppers’ Confidence Act (“ROSCA”), 15 U.S.C. § 8404, and Section 918(c) of the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. § 1693o(c). The Commission and Defendants Phillip

1 Rendezvous IT Limited, Sky Blue Media Limited, and Tactic Solutions Limited
2 stipulate to the entry of this [Proposed] Stipulated Order for Permanent Injunction
3 and Monetary Judgment to resolve all matters in dispute in this action between
4 them.

5 THEREFORE, IT IS ORDERED as follows:

6 **HKPFPKPIU"**

7 1. This Court has jurisdiction over this matter.

8 2. The Complaint charges that Settling Defendants participated in
9 deceptive and unfair acts or practices in violation of Section 5 of the FTC Act, 15
10 U.S.C. § 45, Section 4 of ROSCA, 15 U.S.C. § 8403, and Section 907(a) of EFTA,
11 15 U.S.C. § 1693e(a) and Section 1005.10(b) of Regulation E, 12 C.F.R.
12 § 1005.10(b), in connection with the unfair and deceptive advertising, marketing,
13 promotion, or sale of certain dietary supplements, skin creams, and other products
14 or services through a Negative Option Feature.

15 3. Settling Defendants neither admit nor deny any of the allegations in
16 the Complaint, except as specifically stated in this Order. Only for purposes of this
17 action, Defendants admit the facts necessary to establish jurisdiction.

18 4. Settling Defendants waive any claim that they may have under the
19 Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this
20 action through the date of this Order, and agree to bear their own costs and
21 attorney fees.

22 5. Settling Defendants and the Commission waive all rights to appeal or
23 otherwise challenge or contest the validity of this Order.

24 **FGHKPKVKQPU"**

25 For the purpose of this Order, the following definitions apply:

26 A. **"Ceswktgt"** means a business organization, financial institution, or an
27 agent of a business organization or financial institution that has authority from an
28 organization that operates or licenses a credit card system (*e.g.* Visa, MasterCard,

1 American Express, and Discover) to authorize Merchants to accept, transmit, or
2 process payment by credit card through the credit card system for money, goods or
3 services, or anything else of value.

4 B. “Cff/Qp” means any additional good or service that is offered to the
5 consumer for purchase immediately preceding, at the time of, or closely proximate
6 in time after the consumer’s purchase of a different good or service, where the
7 different good or service is or was advertised, marketed, promoted, or offered for
8 sale by the Settling Defendants, whether directly or through an intermediary,
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1 I. “Engct"cpf"Eqpurkewqwu” or “Engctn{"cpf"Eqpurkewqwun{” means
2 that a required disclosure is difficult to miss (i.e., easily noticeable) and easily
3 understandable by ordinary consumers, including in all of the following ways:

4 1. In any communication that is solely visual or solely audible, the
5 disclosure must be made through the same means through which the
6 communication is presented. In any communication made through both visual and

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1 deposit into the credit card system for payment, a Credit Card Sales Draft
2 generated by a transaction that is not the result of a credit card transaction between
3 the cardholder and the Merchant; or

4 3. Obtaining access to the credit card system through the use of a
5 business relationship or an affiliation with a Merchant, when such access is not
6 authorized by the Merchant Account agreement or the applicable credit card
7 system.

8 O. “E t g f k v E c t f U c n g u F t c h v” means any record or evidence of a credit
9 card transaction.

10 P. “F k g v c t { U w r r n g o g p v” means:

11 1. any product labeled as a dietary supplement or otherwise
12 represented as a dietary supplement; or

13 2. any pill, tablet, capsule, powder, softgel, gelcap, liquid, or other
14 similar form containing one or more ingredients that are a vitamin, mineral, herb or
15 other botanical, amino acid, probiotic, or other dietary substance for use by humans
16 to supplement the diet by increasing the total dietary intake, or a concentrate,
17 metabolite, constituent, extract, or combination of any ingredient described above,
18 that is intended to be ingested, and is not represented to be used as a conventional
19 Food or as a sole item of a meal or the diet.

20 Q. “F t w i” means:

21 1. articles recognized in the official United States Pharmacopoeia,
22 official Homeopathic Pharmacopoeia of the United States, or official National
23 Formulary, or any supplement to any of them;

24 F b o e, s ic, # # Q-

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1 4. articles intended for use as a component of any article specified
2 in Subsection (1), (2), or (3); but does not include devices or their components,
3 parts, or accessories.

4 R. “**Hqqf**” means:

- 5 1. any article used for food or drink for humans or other animals;
- 6 2. chewing gum; and
- 7 3. any article used for components of any such article.

8 S. “**Kpenwfkpi**” means including but not limited to.

9 T. “**Kpfxkfwcn" Fghgpfcpv**” means individual defendant Phillip Peikos.

10 U. “**Ogtejcpv**” means any natural person, entity, corporation,
11 partnership, or association of persons who is authorized under a written contract
12 with an Acquirer to honor or accept credit cards, or to transmit or process for
13 payment credit card payments, for the purchase of good or services.

14 V. “**Ogtejcpv" Ceeqwpv**” means an account with an Acquirer that
15 authorizes and allows a Merchant to honor or accept credit cards, or to transmit or
16 process for payment credit card payments, for the purchase of goods or services or
17 a charitable contribution.

18 W. “**Pgicvkxg" Qrvkqp" Hgcwtg**” means, in an offer or agreement to sell or
19 provide any good or service, a provision under which the consumer’s silence or
20 failure to take affirmative action to reject a good or service, orq M undd

1 (“Preliminary Injunction”), and any deputy receivers that shall be named by the
2 Receiver.

3 Z. “Tgegkxgtujkr"Gpvkkgu” means the Corporate Defendants, the
4 Wyoming Related Companies, the UK Related Companies, Albright Solutions
5 LLC, Apex Capital International Sarl, Asus Capital Solutions LLC, Brandooza
6 LLC, DMB Marketing LLC, Element Media Group LLC, Jaci, LLC, Jaci Holding
7 LLC, Jaci PR LLC, NextG Payments, LLC, NextLevel Solutions LLC, Omni
8 Holding Company, LLC, and Vortex Media Group LLC.

9 AA. “Tgegkxgtujkr"Guvvvg” means all Assets managed, held, or
10 maintained by the Receiver in connection with his role as Receiver in this
11 litigation.

12 BB. “Ugvvnp i" Fghgp fcpvu

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1 participating, facilitating, or advising, any good or service with a Negative Option
2 Feature in the following circumstances:

3 A. Where the good or service is or relates to a Cosmetic, Food, Dietary
4 Supplement, or Drug;

5 B. Where the good or service is or relates to an Add-On good or service;
6 or

7 C. Where the good or service is advertised, marketed, promoted, or
8 offered for sale as either “free,” “risk free,” a “trial,” a “sample,” a “bonus,” a
9 “gift,” “no obligation,” or using any other words, depictions, or illustrations that
10 denote or imply the absence of an obligation on the part of the recipient of the offer
11 to affirmatively act in order to avoid charges.

12 KK0

13 **RTQJKDKVGF"DWUKPGUU"CEVKXKVKGU**

14 **KV"KU"HWTVJGT"QTFGTGF** that Settling Defendants, Settling

15 Defendants’ officers, agents, and employees, and all other persons in active concert
16 or participation with any of them, who receive actual notice of this Order, whether
17 acting directly or indirectly, in connection with the advertising, marketing,
18 promotion, offering for sale, or sale of any good or service are permanently
19 restrained and enjoined from:

20 A. Before a consumer consents to pay for such good or service, failing to
21 disclose, or assisting others in failing to disclose in a Clear and Conspicuous
22 manner all material terms and conditions of any offer, including:

- 23 1. The total cost or price of the good or service;
- 24 2. The amount, timing, and manner of all fees, charges, or other
25 amounts that a consumer will be charged or billed, including the date of the charge
26 and whether it will be a credit card or checking account charge; and
- 27 3. The mechanism for consumers to stop a charge.

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1 B. Before a consumer consents to pay for such product, service, or
2 program, failing to disclose, or assisting others in failing to

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1 4. The purpose(s) for which the consumer’s Billing Information
2 will be used;

3 5. The date by which the consumer will incur any obligation or be
4 charged unless the consumer takes an affirmative action with respect to a Negative
5 Option Feature that is not banned under the Section of this Order entitled “Ban on
6 Certain Negative Option Sales”;

7 6. The amount that a consumer’s credit or debit card will be
8 charged and the timing of the charge(s);

9 7. The total cost to purchase, receive, or use a good or service;

10 8. Any material restrictions, limitations or conditions to purchase,
11 receive, or use the good or service;

12 9. That a transaction has been authorized by a consumer;

13 10. That a purchase is offered with a satisfaction guarantee or with
14 a money-back guarantee;

15 11. Any material aspect of the nature or terms of a refund,
16 cancellation, exchange, or repurchase policy for the good or service;

17 12. Any material aspect of the performance, efficacy, nature, or
18 central characteristics of a good or service;

19 13. That any advertisement for a good or service sold by Settling
20 Defendants is an objective source of information, such as an unaffiliated news
21 report or magazine article; and

22 14. That an endorsement is by a bona fide user of the good or
23 service and reflects the honest opinions, findings, beliefs, or experience of the
24 endorser;

25 D. Failing, in connection with the advertising, promotion, marketing,
26 offering for sale, sale, or provision of any good or service through an Affiliate
27 Program to:
28

1 1. Require each Affiliate and/or Affiliate Network to provide to
2 Settling Defendants the following identifying information:

3 a. In the case of a natural person, the Affiliate's or Affiliate
4 Network's first and last name, physical address, country, telephone number, email
5 address, and complete bank account information as to where payments are to be
6 made to that person;

7 b. In the case of a business entity, the Affiliate's or Affiliate
8 Network's name and any and all names under which it does business, state of
9 incorporation, registered agent, and the first and last name, physical address,
10 country, telephone number, and email address for at least one natural person who
11 owns, manages, or controls the Affiliate or Affiliate Network, and the complete
12 bank account information as to where payments are to be made to the Affiliate or
13 Affiliate Network;

14 c. If Settling Defendants only have access to certain
15 Affiliates through an Affiliate Network, then Settling Defendants shall
16 contractually require each Affiliate Network to obtain and maintain from those
17 Affiliates the identifying information set forth in Subsections D.1.a and D.1.b of
18 this Section prior to the Affiliate's or Affiliate Network's participation in the
19 Settling Defendants' Affiliate Program.

20 2. As a condition of doing business with any Affiliate or Affiliate
21 Network or such Affiliate or Affiliate Network's acceptance into Settling
22 Defendants' Affiliate Program: (a) provide each such Affiliate or Affiliate
23 Network a copy of this Order; (b) obtain from each such Affiliate or Affiliate
24 Network a signed and dated statement acknowledging receipt of this Order and
25 expressly agreeing to comply with this Order; and (c) clearly and conspicuously
26 disclose in writing that engaging in acts or practices prohibited by this Order will
27 result in immediate termination of any Affiliate or Affiliate Network and forfeiture
28 of all monies owed to such Affiliate or Affiliate Network; *provided, however, that*

1 4. Promptly review the marketing materials specified in Section
2 II.D.3 above as necessary to ensure compliance with this Order. Settling
3 Defendants shall also promptly take steps as necessary to ensure that the marketing
4 materials provided to Settling Defendants under Section II.D.3 above are the
5 marketing materials publicly used or disseminated to consumers by the Affiliate or
6 Affiliate Network. If Settling Defendants determine that the use of any marketing
7 material does not comply with this Order, Settling Defendants shall inform the
8 Affiliate or Affiliate Network in writing that approval is denied and shall not pay
9 any amounts to the Affiliate or Affiliate Network for such marketing, including
10 any payments for leads, “click-throughs,” or sales resulting therefrom; *provided,*
11 *however,* that if Settling Defendants only have access to certain Affiliates through
12 an Affiliate Network, then Settling Defendants shall contractually require that the
13 Affiliate Network comply with the procedures set forth in this Subsection as to
14 those Affiliates.

1 c. Fully refund, or cause to be refunded, within five (5)
2 business days, each consumer charged by Settling Defendants whose sale
3 originated from the Affiliate or Affiliate Network on or after the date the Affiliate
4 or Affiliate Network engaged in acts or practices prohibited by this Order; and

5 d. Immediately terminate the Affiliate or Affiliate Network;
6 *provided, however,* Settling Defendants shall not be in violation of this subsection
7 if Settling Defendants fail to terminate an Affiliate Network in a case where
8 Settling Defendants' only access to an Affiliate who has engaged in acts or
9 practices prohibited by this Order is through an Affiliate Network and Settling
10 Defendants receive notice that the Affiliate Network immediately terminated the
11 Affiliate violating this Order from any Affiliate Program maintained by the
12 Settling Defendants.

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1 service and no additional information other than the consumer's address, the
2 seller's return address, and postage.

3 **KX0"**

4 **QDVCKPKP I "GZRTGUU"KPHQTOGF"EQPUGPV"**

5 **KV"KU"HWTV JGT"QTFGTGF** that Settling Defendants, Settling
6 Defendants' officers, agents, and employees, and all other persons in active concert
7 or participation with any of them, who receive actual notice of

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1 B. For all oral offers, prior to obtaining any Billing Information from the
2 consumer:

3 1. Clearly and Conspicuously disclose the information contained
4 in Subsection IV.A; and

5 2. Obtain affirmative unambiguous express oral confirmation that
6 the consumer: (a) consents to being charged for any good or service, including
7 providing, at a minimum, the last four (4) digits of the consumer’s account number
8 to be charged, (b) understands that the transaction includes a Negative Option
9 Feature, and (c) understands the specific affirmative steps the consumer must take
10 to prevent or stop further charges.

11 C. For transactions conducted through Telemarketing, Settling
12 Defendants shall maintain for three (3) years from the date of each transaction an
13 unedited voice recording of the entire transaction, including the prescribed
14 statements set out in Subsection IV.B. Each recording must be retrievable by date
15 and by the consumer’s name, telephone number, or Billing Information, and must
16 be provided upon request to the consumer, the consumer’s bank, or any law
17 enforcement entity.

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19 UKORNG"OGEJCPKUO"VQ"ECPEGN"

20 PGI CVKXG"QRVKQP"HGCVWTG"

21 KV"KU"HWTVJGT"QTFGTGF that Settling Defendants, Settling
22 Defendants’ officers, agents, and employees, and all other persons in active concert
23 or participation with any of them, who receive actual notice of this Order, whether
24 acting directly or indirectly, in connection with promoting or offering for sale any
25 good or service with a Negative Option Feature, other than any good or service
26 covered under the Section of this Order entitled “Ban on Certain Negative Option
27 Sales,” are permanently restrained and enjoined from failing to provide a simple
28 mechanism for the consumer to immediately stop any recurring charges. Such

1 mechanism must not be difficult, costly, confusing, or time consuming, and must
2 be at least as simple as the mechanism the consumer used to initiate the charge(s).

3 In addition:

4 A. For consumers who entered into the agreement to purchase a good or
5 service including a Negative Option Feature over the Internet or through other
6 web-based applications or services, Settling Defendants must provide a
7 mechanism, accessible over the Internet or through such other web-based
8 application or service that consumers can easily use to cancel the good or service
9 and to immediately stop all further charges.

10 B. For consumers who entered into the agreement to purchase a good or
11 service including a Negative Option Feature through an oral offer and acceptance,
12 Settling Defendants must maintain a telephone number and a postal address that
13 consumers can easily use to cancel the good or service and to immediately stop all
14 further charges. Settling Defendants must assure that all calls to this telephone
15 number shall be answered during normal business hours and that mail to the postal
16 address is retrieved regularly.

17 **XK0"**

18 **RTQJKDKVKQPU"C I CKPUV"XKQNCVKQP"QH"V JG"GNGEVTQPKE""**

19 **HWPF"VTCPUHGT"CEV"**

20 **KV"KU"HWTVJGT"QTFGTGF** that Settling Defendants and Settling
21 Defendants' officers, agents, and employees, and all other persons in active concert
22 or participation with any of them, who receive actual notice of this Order, whether
23 acting directly or indirectly, in connection with the sale of any good or service are
24 hereby permanently restrained and enjoined from:

25 A. Engaging in any recurring debiting of a consumer's account without
26 first obtaining a valid written pre-authorization for Preauthorized Electronic Fund
27 Transfers from the consumer's account, which pre-authorization is clear and
28 readily understandable, identifiable as a pre-authorization, and reflects the

1 consumer’s assent, as required by Section 907(a) of the Electronic Fund Transfer
2 Act, 15 U.S.C. § 1693e(a), and Section 1005.10(b) of Regulation E, as more fully
3 set out in Section 1005.10(b) of the Consumer Financial Protection Bureau’s
4 Official Staff Commentary to Regulation E (“Official Staff Commentary to
5 Regulation E”), 12 C.F.R. § 1005.10(b), cmts. 5 and 6, Supp. I;

6 B. Engaging in any recurring debiting of a consumer’s account without
7 first providing a copy of a valid written pre-authorization to the consumer for
8 Preauthorized Electronic Fund Transfers from the consumer’s account, which copy
9 is clear and readily understandable, identifiable as a pre-authorization, and reflects
10 the consumer’s assent, as required by Section 907(a) of EFTA, 15 U.S.C.
11 § 1693e(a), and Section 1005.10(b) of Regulation E, as more fully set out in
12 Section 1005.10(b) of the Official Staff Commentary to Regulation E, 12 C.F.R.
13 § 1005.10(b), cmts. 5 and 6, Supp. I; and

14 C. Failing to maintain procedures reasonably adapted to avoid an
15 unintentional failure to obtain a written authorization for Preauthorized Electronic
16 Fund Transfers, as required in Section 1005.10(b) of the Official Staff
17 Commentary to Regulation E, 12 C.F.R. § 1005.10(b), cmt. 7, Supp. I.

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19 RTQJKDKVKQPU"TGNCVGF"VQ"OGTEJCPV"CEEQWPVU
20 KV"KU"HWTVJGT"QTFGTGF"that Settling Defendants, Settling
21 Defendants’ officers, agents, and employees, and all other persons in active concert
22 or participation with any of them, who receive actual notice of this Order, whether
23 acting directly or indirectly, are permanently restrained and enjoined from:

24 A. Failing to disclose to any bank, payment processor, credit card
25 processor, independent sales organization, third party processor, payment gateway,
26 or other financial institution any material fact relating to obtaining a Merchant
27 Account, including, but not limited to, the identity of the owner, manager, director,
28 or officer of an entity applying for or holding a Merchant Account, and whether

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such owner, manager, director, or officer:

1. Has been or is placed in a Merchant Account monitoring program;
2. Has had a Merchant Account terminated by a bank, payment processor, or other financial institution; or
3. Has been fined or otherwise disciplined by a bank, payment processor, or other financial institution, in connection with a Merchant Account.

B. Making, or assisting others in making, directly or by implication, any false or misleading statements or material omissions in order to obtain a Merchant Account or respond to a Chargeback.

C. Engaging in tactics to avoid any fraud or risk monitoring program established by any financial institution, acquiring bank, or the operators of any payment system, including:

1. Using shell companies or nominees (including nominee owners, officers, or managers) to obtain Merchant Accounts;
2. Balancing or distributing sales transaction volume or sales transaction activity among multiple Merchant Accounts or merchant billing descriptors; or
3. Splitting a single transaction into multiple smaller transactions.

1 acting directly or indirectly, in connection with a Merchant Account are
2 permanently restrained and enjoined from Credit Card Laundering.

3 **KZ0"**

4 **OQPGVCT ["LWF I OGPV"CPF"RCTVKCN"UWURGPUKQP**
5 **KV"KU"HWTVJGT"QTFGTGF** that:

6 A. Judgment in the amount of sixty million, three hundred thousand,
7 dollars (\$60,300,000) is entered in favor of the Commission against Settling
8 Defendants, jointly and severally, as equitable monetary relief, which may include
9 restitution. Upon complete payment and transfer to the Commission of all Assets
10 listed in Subsections IX.B-D below, the remainder of the judgment is suspended,
11 subject to Subsections IX.E-G below.

12 B. In partial satisfaction of the monetary judgment set forth above,
13 within seven (7) days after the entry of this Order, the following transfers of Assets
14 shall be made to the Commission by electronic fund transfer in accordance with
15 instructions provided by a representative of the Commission. Individual Defendant
16 Phillip Peikos relinquishes all legal and equitable right, title, control, and interest in
17 these Assets and shall take all steps necessary to transfer possession, custody, and
18 control of the Assets to the Commission:

19 1. Banco Popular de Puerto Rico shall transfer to the Commission
20 all Assets held in the bank accounts ending in account numbers 5794 and 5816 in
21 the name of Phillip Peikos; and

22 2. Citibank, N.A. shall transfer to the Commission all Assets held
23 in the bank accounts ending in account numbers 9763 and 9771 in the name of
24 Phillip Peikos.

25 C. In partial satisfaction of the monetary judgment set forth above,
26 within seven (7) days after the entry of this Order, the following transfers of Assets
27 shall be made to the Receiver, to the extent not already transferred to the Receiver,
28 and such Assets shall be included within the Receivership Estate. Settling

1 Defendants relinquish all legal and equitable right, title, control, and interest in
2 these Assets and shall take all steps necessary to transfer possession, custody, and
3 control of the Assets to the Receiver:

4 1. Citibank, N.A. shall transfer to the Receiver all Assets held in
5 the name of or for the benefit of any of the Receivership Entities, including the
6 Assets held in the following bank accounts:

7 a. The bank account ending in account number 9275 in the
8 name of Apex Capital Group, LLC;

9 b. The bank account ending in account number 5557 in the
10 name of Jaci, LLC;

11 c. The bank account ending in account number 5540 in the
12 name of Jaci Holding LLC; and

13 d. The bank account ending in account number 6446 in the
14 name of NextG Payments, LLC.

15 2. Banco Popular de Puerto Rico shall transfer to the Receiver all
16 Assets held in the name of or for the benefit of any of the Receivership Entities,
17 including the Assets held in the following bank accounts:

18 a. The bank account ending in account number 7665 in the
19 name of Apex Capital Group, LLC; and

20 b. The bank account ending in account number 2294 in the
21 name of Brandooza LLC.

22 3. Wells Fargo Bank, N.A. shall transfer to the Receiver all Assets
23 held in the name of or for the benefit of any of the Receivership Entities, including
24 the Assets held in the following bank accounts:

25 a. The bank account ending in account number 4941 in the
26 name of Apres Vous Media, LLC;

27 b. The bank account ending in account number 2944 in the
28 name of Cascade Canyon LLC;

1 c. The bank accounts ending in account numbers 8505 and
2 7158 in the name of Confidential Holdings LLC;

3 d. The bank account ending in account number 4982 in the
4 name of Cornice Group LLC;

5 e. The bank account ending in account number 8305 in the
6 name of Horizon Media, LLC;

7 f. The bank account ending in account number 3074 in the
8 name of Interzoom, LLC;

9 g. The bank account ending in account number 2621 in the
10 name of Mountain Range Ventures LLC;

11 h. The bank account ending in account number 4966 in the
12 name of Shadow Peak, LLC;

13 i. The bank accounts ending in account numbers 2434 and
14 1101 in the name of Singletrack Solutions LLC;

15 j. The bank account ending in account number 2969 in the
16 name of Sky Media Group, LLC;

17 k. The bank account ending in account number 8690 in the
18 name of Teton Pass LLC; and

19 l. The bank account ending in account number 2977 in the
20 name of Wyoming Freedom Group, LLC.

21 4. Barclays Bank PLC shall transfer to the Receiver all Assets
22 held in the name of or for the benefit of any of the Receivership Entities, including
23 the bank accounts in the name of Omni Group Limited.

24 5. BMO Harris Bank, N.A. shall transfer to the Receiver all
25 Assets, including reserve funds, held in the name of or for the benefit of any of the
26 Receivership Entities.

1 6. Cashflows Europe Limited shall transfer to the Receiver all
2 Assets, including reserve funds, held in the name of or for the benefit of any of the
3 Receivership Entities.

4 7. Chase Paymentech shall transfer to the Receiver all Assets,
5 including reserve funds, held in the name of or for the benefit of any of the
6 Receivership Entities.

7 8. Connected Payment Services, Inc. shall transfer to the Receiver
8 all Assets, including reserve funds, held in the name of or for the benefit of any of
9 the Receivership Entities.

10 9. Decta Limited shall transfer to the Receiver all Assets,
11 including reserve funds, held in the name of or for the benefit of any of the
12 Receivership Entities.

13 10. Deutsche Bank AG shall transfer to the Receiver all Assets,
14 including reserve funds, held in the name of or for the benefit of any of the
15 Receivership Entities.

16 11. Elavon Inc. shall transfer to the Receiver all Assets, including
17 reserve funds, held in the name of or for the benefit of any of the Receivership
18 Entities.

19 12. Esquire Bank shall transfer to the Receiver all Assets, including
20 reserve funds, held in the name of or for the benefit of any of the Receivership
21 Entities.

22 13. EVO Payments International shall transfer to the Receiver all
23 Assets, including reserve funds, held in the name of or for the benefit of any of the
24 Receivership Entities.

25 14. Global Electronic Technology, Inc. shall transfer to the
26 Receiver all Assets, including reserve funds, held in the name of or for the benefit
27 of any of the Receivership Entities.
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1 15. Global Merchant Advisors, Inc. shall transfer to the Receiver all
2 Assets, including reserve funds, held in the name of or for the benefit of any of the
3 Receivership Entities.

4 16. Humboldt Merchant Services shall transfer to the Receiver all
5 Assets, including reserve funds, held in the name of or for the benefit of any of the
6 Receivership Entities.

7 17. Merrick Bank shall transfer to the Receiver all Assets,
8 including reserve funds, held in the name of or for the benefit of any of the
9 Receivership Entities.

10 18. National Merchant Services LLC shall transfer to the Receiver
11 all Assets, including reserve funds, held in the name of or for the benefit of any of
12 the Receivership Entities.

13 19. National Merchants Association shall transfer to the Receiver
14 all Assets, including reserve funds, held in the name of or for the benefit of any of
15 the Receivership Entities.

16 20. Payment World, LLC shall transfer to the Receiver all Assets,
17 including reserve funds, held in the name of or for the benefit of any of the
18 Receivership Entities.

19 21. Paysafe Group Plc shall transfer to the Receiver all Assets,
20 including reserve funds, held in the name of or for the benefit of any of the
21 Receivership Entities.

22 22. Priority Payment Systems LLC shall transfer to the Receiver all
23 Assets, including reserve funds, held in the name of or for the benefit of any of the
24 Receivership Entities.

25 23. Signapay shall transfer to the Receiver all Assets, including
26 reserve funds, held in the name of or for the benefit of any of the Receivership
27 Entities.

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1 24. Signature Card Services shall transfer to the Receiver all
2 Assets, including reserve funds, held in the name of or for the benefit of any of the
3 Receivership Entities.

4 25. Synovus Financial Corp. shall transfer to the Receiver all
5 Assets, including reserve funds, held in the name of or for the benefit of any of the
6 Receivership Entities.

7 26. Transact Pro shall transfer to the Receiver all Assets, including
8 reserve funds, held in the name of or for the benefit of any of the Receivership
9 Entities.

10 27. U.S. Merchant Systems LLC shall transfer to the Receiver all
11 Assets, including reserve funds, held in the name of or for the benefit of any of the
12 Receivership Entities.

13 28. Woodforest National Bank shall transfer to the Receiver all
14 Assets, including reserve funds, held in the name of or for the benefit of any of the
15 Receivership Entities.

16 29. Worldpay, LLC shall transfer to the Receiver all Assets,
17 including reserve funds, held in the name of or for the benefit of any of the
18 Receivership Entities.

19 30. Individual Defendant Phillip Peikos shall transfer to the
20 Receiver all of his rights and interests in Jaci and Jaci Holdings (USA), as
21 identified in his November 30, 2018 Financial Statement, including attachments.

22 31. Individual Defendant Phillip Peikos shall transfer to the
23 Receiver all of his rights and interests in Cinsay (USA), as identified in his
24 November 30, 2018 Financial Statement, including attachments.

25 32. Individual Defendant Phillip Peikos shall transfer to the
26 Receiver all of his rights and interests in Brandooza (Puerto Rico), as identified in
27 his November 30, 2018 Financial Statement, including attachments.
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33. Individual Defendant Phillip Peikos shall transfer to the Receiver his 2016 Bentley GTC Speed, as identified in his November 30, 2018 Financial Statement, including attachments.

34. Individual Defendant Phillip Peikos shall transfer to the Receiver his 2017 Jeep Wrangler, as identified in his November 30, 2018 Financial Statement, including attachments.

35. Settling Defendants shall transfer to the Receiver their rights and interests in BrightGuard Inc.

36. Settling Defendants shall transfer to the Receiver their rights and interests in Highpost Holdings Limited, including any and all rights related to the Highpost Holdings Limited Share Purchase Agreement, entered

1 providing any information, to transfer to the Receiver possession and full legal and
2 equitable title to the Westlake Village Property, unless such transfer has already
3 taken place. Until title and possession are transferred, Individual Defendant Phillip
4 Peikos shall maintain and take no action to diminish the value of the Westlake
5 Village Property, including any structures, fixtures, and appurtenances thereto.
6 Any persons currently residing at the Westlake Village Property shall vacate the
7 Property in “broom clean condition” and deliver to the Receiver all keys and
8 security codes, if any, along with written notice that possession is surrendered.
9 Individual Defendant Phillip Peikos represents that no encumbrances to the
10 Westlake Village Property have been added since the execution of his Financial
11 Statement dated November 30, 2018 and that he will not add any encumbrances
12 after signing this Order.

13 2. The Receiver shall, within six (6) months from the date of this
14 Order, make all good faith efforts to sell the Westlake Village Property.

15 3. The Receiver and all personnel hired by the Receiver in
16 connection with the sale of the Westlake Village Property shall be paid their
17 reasonable and customary fees for the performance of their duties in connection
18 with the sale of the Property and for the cost of out-of-pocket expenses incurred by
19 them. Such compensation shall be paid from the proceeds of the sale of the
20 Westlake Village Property.

21 4. Following the transfer of title and possession to the Receiver,
22 the Receiver shall be responsible for all mortgage payments, maintenance fees,
23 taxes, utility, sewer and/or water use charges, homeowners association’s fees or
24 penalties, and all other expenses of any nature related to the Westlake Village
25 Property. In addition, the Receiver shall be responsible for all costs associated
26 with the marketing and sale of the Westlake Village Property, including transfer
27 fees, recording fees, advertising costs, and any commissions associated with or
28 resulting from the sale of the Westlake Village Property. All of the expenses, fees,

1 and costs set forth in this Paragraph shall be paid by the Receiver from the
2 proceeds of the sale of the Westlake Village Property.

3 5. Within thirty (30) days of the sale of the Westlake Village
4 Property, the Receiver shall pay to the Commission by electronic fund transfer the
5 net proceeds from the sale (“Net Proceeds”), after the payment of the related liens,
6 debts, fees, and expenses set forth in Paragraph D.4 of this Section. *Provided,*
7 *however,* that if the Net Proceeds from the sale exceed \$500,000, the Receiver
8 shall pay seventy thousand dollars (\$70,000) of the Net Proceeds to non-party Gina
9 Manfredi and the remainder of the Net Proceeds to the Commission.

10 E. The Commission’s agreement to the suspension of part of the
11 judgment is expressly premised upon the truthfulness, accuracy, and completeness
12 of Settling Defendants’ sworn financial statements and related documents
13 (collectively, “financial o m the sale exceed \$500,000, the Rt] M

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