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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UNITED STATES OF AMERICA, Case No. 2:20-cv-6692-JFW (PDx)

Plaintiff,

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v.

MYLIFE.COM, INC., a corporation,

and

JEFFREY TINSLEY, individually and as
an officer of MYLIFE.COM, INC.,

Defendants.

1 of any information by a Consumer Reporting Agency bearing on a consumer’s credit
2 worthiness, credit standing, credit capacity, character, general reputation, personal
3 characteristics, or mode of living which is used or expected to be used or collected in
4 whole or in part for a Permissible Purpose.

5 D. **“Consumer Reporting Agency”** means any Person which, for monetary
6 fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part
7 in the practice of assembling or evaluating consumer credit information or other
8 information on consumers for the purpose of furnishing Consumer Reports to third
9 parties, and which uses any means or facility of interstate commerce for the purpose
10 of preparing or furnishing Consumer Reports.

11 E. **“Covered Business”** means: (1) Corporate Defendant; (2) any business
12 that Corporate Defendant, individually or collectively with Individual Defendant, is a
13 majority owner or controls, directly or indirectly; and (3) any business that Individual
14 Defendant, individually or collectively with Corporate Defendant, is a majority owner
15 or controls directly or indirectly.

16 F. **“Covered Record”** means any written or oral communication that
17 includes any of the following information from or about an individual consumer: (1)
18 sex offender status; (2) arrest records; (3) bankruptcy records; (4) liens; (5) eviction
19 records; (6) civil and criminal court record information; and (7) traffic tickets or
20 citations.

21 G. **“Defendants”** means the Individual Defendant and the Corporate
22 Defendant, individually, collectively, or in any combination.

23 1. **“Corporate Defendant”** means MyLife.com, Inc., and its
24 successors and assigns.

25 2. **“Individual Defendant”** means Jeffrey Tinsley.

26 H. **“Negative Option Feature”** means, in an offer or agreement to sell or
27 provide any product or service, a provision under which the consumer’s silence or
28 failure to take affirmative action to reject a product or service or to cancel the

1 agreement is interpreted by the seller or provider as acceptance or continuing
2 acceptance of the offer.

3 I. **“Person”** means any individual, partnership, corporation, trust, estate,
4 cooperative, association, government or governmental subdivision or agency, or other
5 entity.

6 J. **“Permissible Purpose”** means:

7 1. In response to the order of a court having jurisdiction to issue such
8 an order, or a subpoena issued in connection with proceedings before a Federal grand
9 jury; or

10 2. In accordance with the written instructions of the consumer to
11 whom it relates; or

12 3. To a person which the Consumer Reporting Agency has reason to
13 believe:

14 a. intends to use the information in connection with
15 a credit transaction involving the consumer on whom the information is to be
16 furnished and involving the extension of credit to, or review or collection of
17 an account of, the consumer; or

18 b. intends to use the information for employment purposes; or

19 c. intends to use the information in connection with the
20 underwriting of insurance involving the consumer; or

21 d. intends to use the information in connection with a
22 determination of the consumer’s eligibility for a license or other benefit granted by a
23 governmental instrumentality required by law to consider an applicant’s financial
24 responsibility or status; or

25 e. intends to use the information, as a potential investor or
26 servicer, or current insurer, in connection with a valuation of, or an assessment of the
27 credit or prepayment risks associated with, an existing credit obligation; or

28 f. otherwise has a legitimate business need for the

1 information:

2 i. in connection with a business transaction that is
3 initiated by the consumer; or

4 ii. to review an account to determine whether the
5 consumer continues to meet the terms of the account; or

6 g. executive departments and agencies in connection with the
7 issuance of government-sponsored individually-billed travel charge cards; or

8 4. In response to a request by the head of a State or local child support
9 enforcement agency (or a State or local government official authorized by the head of
10 such an agency), if the person making the request certifies to the Consumer Reporting
11 Agency that:

12 a. the Consumer Report is needed for the purpose of
13 establishing an individual's capacity to make child support payments, determining the
14 appropriate level of such payments, or enforcing a child support order, award,
15 agreement, or judgment;

16 b. the parentage of the consumer for the child to which the
17 obligation relates has been established or acknowledged by the consumer in
18 accordance with State laws under which the obligation arises (if required by those
19 laws); and

20 c. the Consumer Report is needed for the purpose of #
21 establishing an individual's capacity to make child support payments, determining the
22 appropriate level of such payments, or enforcing a child support order, award,
23 agreement, or judgment; and #
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1 its exercise of powers, as conservator, receiver, or liquidating agent for an insured
2 depository institution or insured credit union under the Federal Deposit Insurance Act
3 or the Federal Credit Union Act, or other applicable Federal or State law, or in
4 connection with the resolution or liquidation of a failed or failing insured depository
5 institution or insured credit union, as applicable.

6 **ORDER**

7 **I. PROHIBITED BUSINESS ACTIVITIES**

8 **(FAIR CREDIT REPORTING ACT)**

9 IT IS ORDERED that Defendants, their officers, agents, employees, and
10 attorneys, and all other Persons in active concert or participation with any of them,
11 who receive actual notice of this Order, whether acting directly or indirectly, in
12 connection with operating as a Consumer Reporting Agency, are hereby permanently
13 restrained and enjoined from:

14 A. Failing to maintain reasonable procedures designed to limit the
15 furnishing of Consumer Reports to Persons with Permissible Purposes to receive
16 them. Such reasonable procedures shall require that: (1) prospective users of the
17 information identify themselves, certify the purposes for which the information is
18 sought, and certify that the information will be used for no other purpose; and that (2)
19 Defendants make a reasonable effort to verify the identity of a new prospective user
20 and the uses certified by such prospective user prior to furnishing such user ,
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1 **II. FAIR CREDIT REPORTING ACT MONITORING PROGRAM**

2 IT IS FURTHER ORDERED that each Covered Business must not advertise,
3 market, promote, or offer for sale any Covered Information unless it first establishes
4 and implements, and thereafter maintains, a comprehensive monitoring program to
5 regularly review, assess, and determine the applicability of the FCRA to the business
6 practices of the Covered Business, and if the FCRA applies to those business practices,
7 to regularly review, assess, and determine whether they comply with the requirements
8 of the FCRA as required by the statute and Section I of this Order (hereinafter, the
9 “Monitoring Program”). To satisfy this requirement, each Covered Business must, at
10 a minimum:

11 A. Document in writing the content, implementation, and maintenance of
12 the Monitoring Program;

13 B. Designate a qualified employee or employees to coordinate and be
14 responsible for the Monitoring Program;

15 C. Assess and document, prior to the inception of the Monitoring Program
16 and at least once every twelve (12) months thereafter, whether the Covered
17 Information promoted or offered for sale by the Covered Business is a Consumer
18 Report, and whether the Covered Business is acting as a Consumer Reporting Agency.
19 Such assessment shall include, at a minimum, a review of:

- 20 1. All products and services offered or sold;
- 21 2. Marketing and advertising materials used to offer or sell those
22 products and services (including but not limited to any advertisements, blog posts,
23 testimonials, published statements, custo \$

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1 intend to use, or expect to use those products or services (including but not limited to
2 consumer correspondence, consumer complaints, and consumer testimonials);

3 D. Design, implement, maintain, and document safeguards to assure FCRA
4 compliance. Such safeguards must include, at a minimum:

5 1. Framing of all officers, employees, agents, and independent
6 contractors, at onboarding and at least every twelve (12) months thereafter, on the
7 FCRA's legal requirements and activities that would violate those requirements;

8 Refraining from advertising, marketing, promoting, describing, or
9 offering for sale any product to M

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1 business knows or has reason to know may materially affect the Monitoring Program's
2 effectiveness. At a minimum, each Covered Business must evaluate the Monitoring
3 Program every twelve (12) months and implement modifications based on the results;
4 and

5 F. At least once every twelve (12) months, provide (1) the written program
6 required by Subsection II.A and any evaluations thereof or updates thereto, and (2) the
7 assessments and documentation required by Subsection II.C to the Covered Business's
8 board of directors or governing body or, if no such board or equivalent governing body
9 exists, to a senior officer responsible for regulatory compliance.

10 **III. PROHIBITION AGAINST MISREPRESENTATIONS TO**
11 **CONSUMERS**

12 IT IS FURTHER ORDERED that Defendants, their officers, agents,
13 employees, and attorneys, and all other Persons in active concert or participation with
14 any of them, who receive actual notice of this Order, whether acting directly or
15 indirectly, in connection with advertising, marketing, promoting, or offering any
16 product or service, are permanently restrained and enjoined from misrepresenting,
17 expressly or by implication:

18 A. What a user can do or achieve with the service;

19 B. Payment, renewal, cancellation, or refund terms relating to the product
20 or service;

21 C. Policies or practices regarding payments, renewals, cancellation, or
22 refunds;

23 D. The extent to which, or the probability that any consumer may have
24 Covered Records; and

25 E. Any other fact that is material to users concerning Covered Records or
26 any of the information therein, such as any material aspect of their accuracy, nature,
27 or characteristics; or any material restrictions, limitations, or conditions on users'
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1 promoting, or offering for sale any product or service with a Negative Option
2 Feature.

3 **VII. MONETARY JUDGMENTS AND PARTIAL SUSPENSIONS**

4 IT IS FURTHER ORDERED that:

5 A. Judgment in the amount of Twenty-Eight Million Nine Hundred Forty-
6 Five, Nine Hundred Sixty-Eight Dollars (\$28,945,968) is entered in favor of the
7 Plaintiff against Corporate Defendant, as monetary relief.

8 B. Judgment in the amount of Five Million Dollars (\$5,000,000) is entered
9 in favor of the Plaintiff against Individual Defendant, as monetary relief.

10 C. Corporate Defendant is ordered to pay to Plaintiff, by making total
11 payment to the Treasurer of the United States, Sixteen Million Dollars
12 (\$16,000,000), as follows:

13 1. Corporate Defendant must pay Two Million Dollars (\$2,000,000)
14 to Plaintiff on or before January 15, 2022.

15 2. Corporate Defendant must pay two (2) additional discrete
16 payments of One Million, One Hundred Sixty-Six Thousand, One Hundred and Sixty-
17 Six Dollars and sixty-six cents (\$1,166,666.66) each, on or before each of the
18 following dates:

19 a. June 30, 2022; and

20 b. September 30, 2022;

21 3. Corporate Defendant must pay one One (1) additional discrete
22 payment of One Million, One Hundred Sixty-Six Thousand, One Hundred and Sixty-
23 Six Dollars and sixty-eight cents (\$1,166,666.68), on or before December 31, 2022;

24 4. Corporate Defendant must pay twelve (12) additional discrete
25 payments of Eight Hundred and Seventy-Five Thousand Dollars (\$875,000) each, on
26 or before each of the following dates:

27 a. March 31, 2023;

28 b. June 30, 2023;

- 1 c. September 30, 2023;
- 2 d. December 31, 2023;
- 3 e. March 31, 2024;
- 4 f. June 30, 2024;
- 5 g. September 30, 2024;
- 6 h. December 31, 2024;
- 7 i. March 31, 2025;
- 8 j. June 30, 2025;
- 9 k. September 30, 2025; and
- 10 l. December 31, 2025.

11 5. All such payments must be made by electric fund transfer in
12 accordance with instructions provided by a representative of the Plaintiff. Written
13 confirmation of each wire transfer shall be delivered via email to Zachary A. Dietert,
14 Trial Attorney, Consumer Protection Branch, U.S. Department of Justice, 450 5th
15 Street, N.W. Suite 6400-South, Washington, DC 20530, Zachary.A.Dietert
16 @usdoj.gov. The wire transfer transmittal shall include the title of this litigation and
17 a reference to DJ #102-4025.

18 6. Upon such total payments, the remainder of the Corporate
19 Defendant's judgment is suspended, subject to Subsection VII.J below.

20 7. Corporate Defendant may prepay at any time, and without penalty,
21 the remaining balance, or any part thereof, of the Sixteen Million Dollars
22 (\$16,000,000) owed under this Order. Any such prepayment made prior to an
23 installment due date shall be credited as if made on the next installment due date, and
24 Corporate Defendant shall be relieved of making any further payments on the
25 installment due date for any prepayments to the extent of such prepayment. Nothing
26 herein shall be construed to relieve Corporate Defendant of its obligation to make
27 timely payment for any installments as they become due, which have not otherwise
28 fully been paid in advance.

1 8. Until such time that the total amount of Sixteen Million Dollars
2 (\$16,000,000) is paid in full, Corporate Defendant is prohibited from paying any
3 dividends to any shareholders and is prohibited from increasing the salary or paying
4 bonuses or other form of financial compensation to any of Corporate Defendant's
5 employees who were paid or to be paid an annual salary of \$100,000.00 or more for
6 the years 2016 to the present, other than through annual Cost-of-Living Adjustments
7 at the rate approved by the Social Security Administration.

8 D. Individual Defendant is ordered to pay to Plaintiff, by making total
9 payment to the Treasurer of the United States, Five Million Dollars (\$5,000,000), as
10 follows:

11 1. Individual Defendant shall pay Three Hundred Thousand Dollars
12 (\$300,000) to Plaintiff no later than December 15, 2021.

13 2. Individual Defendant shall pay sixteen (16) additional discrete
14 payments of Two Hundred Ninety-Three Thousand, Seven Hundred and Fifty Dollars
15 (\$293,750) each, on or before each of the following dates:

- 16 a. March 31, 2022;
- 17 b. June 30, 2022;
- 18 c. September 30, 2022;
- 19 d. December 31, 2022;
- 20 e. March 31, 2023;
- 21 f. June 30, 2023;
- 22 g. September 30, 2023;

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1 Defendant's obligation in Subsections VII.D.1-2, above, and the proceeds of any such
2 transaction shall be paid at settlement to the Plaintiff, *provided, however*, that this
3 limitation shall end with the completion of all payments listed in Subsections VII.D.1-
4 2, above.

5 6. Individual Defendant hereby releases and waives any statutory,
6 common law, or other homestead exemption that may apply to the Collateral for
7 purposes of the security interest granted to the Plaintiff, *provided, however*, that this
8 release and waiver shall end with the completion of all payments listed in Subsections
9 VII.D.1-2, above.

10 7. Individual Defendant shall cooperate fully with the Plaintiff and
11 be responsible for preparing, executing, and recording the necessary documents and
12 doing whatever else is reasonably necessary or desirable to perfect, evidence, and
13 effectuate the Plaintiff's liens, security interests, and other protections granted herein.
14 Individual Defendant shall submit to the clerk's office for recording all security
15 documents used to perfect the Plaintiff's lien on the Collateral within fourteen (14)
16 days after entry of this Order, and shall deliver to the Plaintiff copies of such officially
17 recorded documents and a statement showing the outstanding balance owed on any
18 preexisting security deeds as of the date of entry of this Order within seven (7) days
19 after receipt of such documents.

20 8. Individual Defendant may prepay at any time, and without penalty,
21 the remaining balance, or any part thereof, of the \$5 million (\$5,000,000.00) owed
22 under this Order. Any such prepayment made prior to an installment due date shall
23 be credited as if made on the next installment due date, and Individual Defendant shall
24 be relieved of making any further payments on the installment due date for any
25 prepayments to the extent of such prepayment. Nothing herein shall be construed to
26 relieve Individual Defendant of its obligation to make timely payment for any
27 installments as they become due, which have not otherwise fully been paid in advance.

28 9. Until such time that the total amount of Sixteen Million Dollars

1 (\$16,000,000) is paid by Corporate Defendant in full, Individual Defendant is
2 prohibited from receiving any dividends from Corporate Defendant.

3 E. In the event that Individual Defendant fails to make the required
4 payments when due under Subsections VII.D.1-2 of this Order, or the Plaintiff is not
5 allowed to retain any such payment, or if Individual Defendant fails to comply with
6 any part of Section VII.D of this Order and such failure I

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1 Plaintiff shall promptly cancel the Deed to the extent necessary to facilitate the sale
2 or encumbrance of the Collateral if the funds owed to the Plaintiff pursuant to
3 Subsections VII.D.1-2 of this Order are remitted directly to the Plaintiff from the
4 proceeds of such sale or encumbrance immediately upon closing of such sale or
5 encumbrance.

6 G. If, upon motion of the Plaintiff, a Court determines that Individual
7 Defendant made a material misrepresentation or omitted material information
8 concerning ownership or authority to pledge the Collateral, any encumbrance of the
9 Collateral, or the value of the Collateral, the entire Judgment amount in Subsection
10 VII.B, above (which the Individual Defendant stipulates only for purposes of this
11 Section represents the consumer injury alleged in the Complaint), less any amounts
12 previously paid by Individual Defendant, shall immediately become due and payable
13 by him. Interest computed at the rate prescribed under 28 U.S.C. § 1961, as
14 amended, shall immediately begin to accrue on the unpaid balance.

15 **Provided** that proceedings instituted under this provision would be in addition
16 to, and not in lieu of, any other remedies, as may be provided by law, including but
17 not limited to, contempt proceedings or any other proceedings that the Commission
18 may initiate to enforce this Order.

19 H. The Commission’s and Plaintiff’s agreement to this Order is expressly
20 based on the material represent # M oM M

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1 documents (collectively, “financial representations”) submitted to the Commission,
2 namely:

3 1. The Financial Statement of Corporate Defendant signed on
4 October 24, 2019, including the attachments;

5 2. The additional information and documentation submitted by
6 secure file transfer protocol from Corporate Defendants’ counsel at DLA Piper to
7 Commission counsel dated October 31, 2019 and November 14, 2019, attaching
8 additional financial records and supplements to Corporate Defendant’s Financial
9 Statement listed above;

10 3. The Financial Statement of Individual Defendant signed on
11 January 17, 2020, including the attachments;

12 4. The additional information and documentation submitted by
13 e-mail and secure file transfer protocol from Individual Defendants’ counsel, Joseph
14 Jay, to Commission counsel dated January 24, 2020, attaching supplements to
15 Individual Defendant’s Financial Statement listed above;

16 5. The Revised Financial Statement of Individual Defendant signed
17 on January 25, 2020, including the attachments;

18 6. The additional information, documentation, and financial records
19 listed in Defendants’ counsels’ letter to Andrea V. Arias, Jamie E. Hine, and Brian C.
20 Berggren of the Division of Privacy and Identity Protection, Bureau of Consumer
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1 J. The suspension of the judgment will be lifted as to Corporate Defendant
2 if upon motion by the Plaintiff, the Court finds that any Defendant failed to disclose
3 any material asset, materially misstated the value of any asset, or made any other
4 material misstatement or omission in the deposition testimony, produced documents,
5 or sworn statements and related documents identified in the paragraph above. If the
6 suspension of the judgment is lifted, the judgment becomes immediately due as to that
7 Defendant in the amount specified in Subsection VII.A above, which the parties
8 stipulate, for the purposes of this Section only, represents the consumer injury
9 determined by the Court in the Order at ECF No. 179, less any payment previously
10 made pursuant to this Section, plus interest computed from the date of entry of this
11 Order.

12 **VIII. ADDITIONAL MONETARY PROVISIONS**

13 IT IS FURTHER ORDERED that:

14 A. Defendants relinquish dominion and all legal and equitable right, title,
15 and interest in all assets transferred pursuant to this Order and may not seek the return
16 of any assets.

17 B. The facts alleged in the Complaint shall be taken as true, without further
18 proof, in any subsequent civil litigation by or on behalf of the Commission, including
19 in a proceeding to enforce its rights to any payment or monetary judgment pursuant
20 to this Order, such as a nondischargeability complaint in any bankruptcy case.

21 C. The facts alleged in the Complaint establish all elements necessary to
22 sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the
23 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral
24 estoppel effect for such purposes.

25 D. Defendants acknowledge that their Taxpayer Identification Number
26 (Social S

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1 E. All money received by the Commission pursuant to this Order may be
2 deposited into a fund administered by the Commission or its designee to be used for
3 consumer relief, including consumer redress and any attendant expenses for the
4 administration of any redress fund. If a representative of the Commission decides that
5 direct redress to consumers is wholly or partially impracticable or money remains after
6 redress is completed, the Commission may apply any remaining money for such relief
7 (including consumer information remedies) as it determines to be reasonably related
8 to Defendants' practices alleged in the Complaint. Any money not used for such relief
9 is to be deposited to the U.S. Treasury as disgorgement. Defendants have no right to
10 challenge any actions the Commission or its representatives may take pursuant to this

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1 Delivery must occur within seven (7) days of entry of this Order for current personnel.

2 For all others, delivery must occur before they assume their responsibilities.

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1 submissions to the Commission pursuant to this Order must be emailed to
2 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:
3 Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade
4 Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject
5 line must begin: "United States v. MyLife.com, Inc. and Jeffrey Tinsley."

6 **XII. RECORDKEEPING . F E R E ?**

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XIII. ANNUAL CERTIFICATIONS

IT IS FURTHER ORDERED that:

A. One year after the issuance date of this Order, and each year thereafter, for any Covered Business that Individual Defendant is a majority owner or controls, directly or indirectly, Individual Defendant must provide the Commission with a certification that: (1) the Covered Business has established, implemented, and maintained the requirements of this Order; and (2) Individual Defendant is not aware of any material noncompliance that has not been (a) corrected or (b) disclosed to the Commission. The certification must be based on the personal knowledge of the Individual Defendant, or subject-matter experts upon whom the Individual Defendant relies in making the representation.

B. One year after issuance date of this Order, and each year thereafter, Corporate Defendant must provide the Commission with a certification from a senior officer or manager that: (1) Corporate Defendant has established, implemented, and maintained the requirements of this Order; and (2) Corporate Defendant is not aware of any material noncompliance that has not been (a) corrected or (b) disclosed to the Commission. The certification must be based on the personal knowledge of the senior officer or manager, or subject-matter experts upon whom the senior corporate manager or senior officer reasonably relies in making the certification.

C. Unless otherwise directed by a Commission representative in writing, submit all annual certifications to the Commission pursuant to this Order via email to DEBrief@ftc.gov or by overnight courier (not the U.S. Postal Service) to Associate Director of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: “United States v. MyLife.com, Inc. and Jeffrey Tinsley.”

XIV. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants’ compliance with this Order:

1 A. Within fourteen (14) days of receipt of a written request from a
2 representative of the Commission or Plaintiff, each Defendant must: submit
3 additional compliance reports or other requested information, which must be sworn
4 under penalty of perjury; appear for depositions; and produce documents for
5 inspection and copying. The Commission and Plaintiff are also authorized to obtain
6 discovery, without further leave of court, using any of the procedures prescribed by
7 Federal Rules of Civil Procedure 29, 30 (including remote video or telephonic
8 depositions), 31, 33, 34, 36, 45, and 69.

9 B. For matters concerning this Order, the Commission and Plaintiff are
10 authorized to communicate directly with each Defendant. Defendant must permit
11 representatives of the Commission and Plaintiff to interview any employee or other
12 Person affiliated with any Defendant who has agreed to such an interview. The Person
13 interviewed may have counsel present.

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

20 **XV. RETENTION OF JURISDICTION**

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26 A handwritten signature in black ink, appearing to read "John F. White", is written over a horizontal grey line. The signature is cursive and somewhat stylized.