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FOR THE CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,
Plaintiff,
vs.
DIGITAL ALTITUDE LLC, et al.,
Defendants.

No. 2:18-CV-00729 JAK (MRWx)

**ORDER RE APPLICATION FOR
ENTRY OF STIPULATED ORDER
FOR PERMANENT INJUNCTION
AND MONETARY JUDGMENT
AGAINST ALAN MOORE (DKT.
283)**

JS-6: Alan Moore Only

This matter comes before the court upon the stipulation of Plaintiff, the
Federal Trade Commission (“FTC” or “Commission”), and Settling Defendant

1 Ventures Ltd, Disc Enterprises Inc., RISE Systems & Enterprise LLC (Utah), RISE
2 Systems & Enterprise LLC (Nevada), Soar International Limited Liability
3 Company, The Upside, LLC, Thermography for Life, LLC, d/b/a Living
4 Exceptionally, Inc., Michael Force, Mary Dee, Morgan Johnson, Alan Moore, and
5 Sean Brown (collectively, “Defendants”). Docket No. 5.

6 The Court granted the application, issuing a temporary restraining order
7 (“TRO”) on February 1, 2018, including an asset freeze, appointment of a receiver,
8 immediate access to Defendants’ business premises, and other temporary relief.
9 Docket No. 34. The TRO also ordered Defendants to appear on February 15, 2018
10 and show cause why a preliminary injunction should not issue against them. The
11 parties stipulated to a continuance of the show cause hearing and the court granted
12 that request, extending the TRO and continuing the hearing to March 5, 2018.
13 Docket No. 61. Prior to the hearing, the FTC and Defendant Moore agreed to the
14 entry of a preliminary injunction for the duration of this litigation. This Court
15 entered a Preliminary Injunction on March 1, 2018. Docket No. 9n a . Pt
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1 C. Defendant Moore neither admits nor denies any of the allegations in
2 the Complaint, except as specifically stated in this Order. Only for purposes of this
3 action, Defendant admits the facts necessary to establish jurisdiction.

4 D. Defendant Moore waives any claim that he may have under the Equal
5 Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action
6 through the date of this Order, and agrees to bear his own costs and attorney fees.

7 E. Defendant Moore and the Commission waive all rights to appeal or
8 otherwise challenge or contest the validity of this Order.

9 **DEFINITIONS**

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

11 A. **“Acquirer”** or **“Acquiring Bank”** means a business organization,
12 Financial Institution, or an agent of a business organization or Financial Institution
13 that has authority from an organization that operates or licenses a credit card
14 system (e.g., Visa, MasterCard, American Express or Discover) to authorize
15 Merchants to accept, transmit, or process payment by credit card through the credit
16 card system for money, products, or anything else of value.

17 B. **“Business Coaching Program”** means any program, plan, or product,
18 including those related to work-at-home-opportunities, that is represented,
19 expressly or by implication, to train or teach a participant or purchaser how to
20 establish a business or earn money or other consideration through a business or
21 other activity.

22 C. **“Corporate Defendants”** means Digital Altitude LLC; Digital
23 Altitude Limited; Aspire Processing LLC; Aspire Processing Limited; Aspire
24 Ventures Ltd; Disc Enterprises Inc.; RISE Systems & Enterprise LLC (Utah);
25 RISE Systems & Enterprise LLC (Nevada); Soar International Limited Liability
26 Company; The Upside, LLC; Thermography for Life, LLC, d/b/a Living
27 Exceptionally, Inc., and each of their subsidiaries, affiliates, successors, and
28 assigns.

1 D. **“Credit Card Laundering”** means: (a) presenting or depositing into,
2 or causing or allowing another to present or deposit into, the credit card system for
3 payment, a Credit Card Sales Draft generated by a transaction that is not the result
4 of a credit card transaction between the cardholder and the Merchant; (b)
5 employing, soliciting, or otherwise causing or allowing a Merchant, or an
6 employee, representative, or agent of a Merchant, to present to or deposit into the
7 credit card system for payment, a Credit Card Sales Draft generated by a
8 transaction that is not the result of a credit card transaction between the cardholder
9 and the Merchant; or (c) obtaining access to the credit card system through the use
10 of a business relationship or an affiliation with a Merchant, when such access is not
11 authorized by the Merchant Account agreement or the applicable credit card
12 system.

13 E. **“Credit Card Sales Draft”** means any record or evidence of a credit
14 card transaction.

15 F. **“Defendant(s)”** means all of the Individual Defendants and the
16 Corporate Defendants, individually, collectively, or in any combination.

17 G. **“Financial Institution”** means any institution the business of which is
18 engaging in financial activities as described in section 4(k) of the Bank Holding
19 Company Act of 1956 (12 U.S.C. § 1843(k)). An institution that is significantly
20 engaged in financial activities is a Financial Institution.

21 H. **“Individual Defendant(s)”** means Michael Force, Mary Dee,
22 Morgan Johnson, Alan Moore, and Sean Brown.

23 I. **“Investment Opportunity”** means anything, tangible or intangible,
24 that is offered, offered for sale, sold, or traded based wholly or in part on
25 representations, either express or implied, about past, present, or future income,
26 profit, or appreciation.

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1 | or is placed in a Merchant Account monitoring program, had a Merchant Account
2 | terminated by a payment processor or a Financial Institution, o

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1 Jody Goodman, on May 15, 2018 at approximately 2:52 PM Eastern time,
2 including information about interests in real property;

3 5. the additional documentation submitted via secure file transfer by
4 Settling Defendant's counsel Reza Sina to Commission counsel Andrew Hudson,
5 Laura Basford, and investigator Reeve Tyndall, on May 15, 2018, including
6 financial account statements; and

7 6. the additional documentation submitted via email by Settling
8 Defendant's counsel Reza Sina to Commission counsel Andrew Hudson, Laura
9 Basford, and Jody Goodman, on June 25, 2018.

10 H. The suspension of the judgment will be lifted as to Settling Defendant

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1 judgment pursuant to this Order, such as a nondischargeability complaint in any
2 bankruptcy cas _ 7

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1 | this Order, whether acting directly or indirectly, are permanently restrained and
2 | enjoined from:

3 | A. Failing to provide sufficient customer information to enable the
4 | Commission to efficiently administer consumer redress. If a representative of the
5 | Commission requests in writing any information related to redress, Settling
6 | Defendant must provide it, in the form prescribed by the Commission, within 14
7 | days; and

8 | B. Disclosing, using, or benefitting from customer information, including
9 | the name, address, birth date, telephone number, email address, credit card number,
10 | bank account number, Social Security number, other identifying information, or
11 | any data that enables access to a customer's account (including a credit card, bank
12 | account, or other financial account), that any Defendant obtained prior to entry of
13 | this Order in connection with any activity that pertains to the sale of money-
14 | making opportunities and/or purported educational or coaching products or
15 | services provided online; and

16 | C. Failing to destroy such customer information in all forms in Settling
17 | Defendant's possession, custody, or control within 30 days after receipt of written
18 | direction to do so from a representative of the Commission.

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

22 | **VI. COOPERATION**

23 | **IT IS FURTHER ORDERED** that Settling Defendant must fully cooperate
24 | with representatives of the Commission in this case and in any investigation related
25 | to or associated with the transactions or the occurrences that are the subject of the
26 | Complaint. Settling Defendant must provide truthful and complete information,
27 | evidence, and testimony. Settling Defendant must appear for interviews, discovery,
28 | hearings, trials, and any other proceedings that a Commission representative may

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- 1 3) name, including aliases or fictitious name, or residence address;
2 or
3 4) title or role in any business activity, including any business for
4 which Settling Defendant performs services whether as an
5 employee or otherwise and any entity in which Settling
6 Defendant has any ownership interest, and identify the name,
7 physical address, and any internet address of the business or
8 entity.

9 C. Settling Defendant must submit to the Commission notice of the filing
10 of any bankruptcy petition, insolvency proceeding, or similar proceeding by or
11 against him within 14 days of its filing.

12 D. Any submission to the Commission required by this Order to be
13 sworn under penalty of perjury must be true and accurate and comply with 28
14 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under
15 the laws of the United States of America that the foregoing is true and correct.
16 Executed on: _____” and supplying the date, signatory’s full name, title (if
17 applicable), and signature.

18 E. Unless otherwise directed by a Commission representative in writing,
19 all submissions to the Commission pursuant to this Order must be emailed to
20 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:
21 Associate Director for Enforcement, Bureau of Consumer Protection, Federal
22 Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The
23 subject line must begin: FTC v. Digital Altitude, et al. (Alan Moore), No.
24 X180021.

25 **IX. RECORDKEEPING**

26 **IT IS FURTHER ORDERED** that Settling Defendant must create certain
27 records for 15 years after entry of the Order, and retain each such record for 5
28 years. Specifically, for any business that Settling Defendant, individually or

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1 | affiliated with any Defendant who has agreed to such an interview. The person
2 | interviewed may have counsel present.

3 | C. The Commission may use all other lawful means, including posing,
4 | through its representatives as

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