



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

7 The Court granted the application, issuing a temporary restraining order
8 (“TRO”) on February 1, 2018, including an asset freeze, appointment of a receiver,
9 immediate access to Defendants’ business premises, and other temporary relief.
10 Docket No. 34. The TRO also ordered Defendants to appear on February 15, 2018
11 and show cause why a preliminary injunction should not issue against them. The
12 parties stipulated to a continuance of the show cause hearing and the court granted
13 that request, extending the TRO and continuing the hearing to March 5, 2018.
14 Docket No. 61. Prior to the hearing, the FTC and Settling Defendant agreed to the
15 entry of a preliminary injunction for the duration of this litigation. This Court
16 entered a Preliminary Injunction and Amended Preliminary Injunction on March 1,
17 2018. Docket Nos. 89, 90. The Commission and Settling Defendant now stipulate
18 to the entry of this Stipulated Order for Permanent Injunction and Monetary
19 Judgment (“Order”) to resolve all matters in dispute in this action between them.

20 THEREFORE, IT IS ORDERED as follows:

21 **FINDINGS**

- 22 A. This Court has jurisdiction over this matter.
- 23 B. The Complaint charges that Settling Defendant participated in
24 deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45.
- 25 C. Settling Defendant neither admits nor denies any of the allegations in
26 the Complaint, except as specifically stated in this Order. Only for purposes of this
27 action, Defendant admits the facts necessary to establish jurisdiction.
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D. Settling Defendant waives any claim that he may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agrees to bear his own costs and attorney fees.

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

DEFINITIONS

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

A. “Acquirer” or “Acquiring Bank” means a business organization, Financial Institution, or an agent of a business organization or Financial Institution

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

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

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

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

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

21 I. **“Investment Opportunity”** means anything, tangible or intangible,
22 that is offered, offered for sale, sold, or traded based wholly or in part on
23 representations, either express or implied, about past, present, or future income,
24 profit, or appreciation. “Investment Opportunity” does not include the offering or
25 offering for sale of solar panels or the installation of solar panels.

26 J. **“Merchant”** means (a) any Person or entity engaged in the sale or
27 marketing of any goods or services, or soliciting a charitable contribution, or (b)
28 any Person or entity who applies for or obtains Payment Processing services.

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1 A. Creating, advertising, marketing, promoting, offering for sale, or
2 selling, or assisting others in creating, advertising, marketing, promoting, offering
3 for sale, or selling any Business Coaching Program or any Investment Opportunity;

4 B. Holding, directly or through a third-Person, any ownership or other
5 financial interest in any business entity that is creating, advertising, marketing,
6 promoting, offering for sale, or selling, or that assists others in creating,
7 advertising, marketing, promoting, offering for sale, or selling any Business
8 Coaching Program, any Investment Opportunity, or any product to assist in the
9 creation or development of a Business Coaching Program or an Investment
10 Opportunity.

11 **II. PROHIBITIONS RELATED TO MERCHANT ACCOUNTS**

12 IT IS FURTHER ORDERED that Settling Defendant is permanently
13 restrained and enjoined from:

14 A. Credit Card Laundering;

15 B. Making, or assisting others in making, directly or by implication, any
16 false or misleading statement in order to obtain Payment Processing services; and

17 C. Engaging in any tactics to avoid fraud and risk monitoring programs
18 established by any Financial Institution, Acquiring Bank, or the operators of any
19 payment system, including, but not limited to, tactics such as balancing or
20 distributing sales transactions among multiple Merchant Accounts or merchant
21 billing descriptors; splitting a single sales transaction into multiple smaller
22 transactions; or using a shell company to apply for a Merchant Account.

23 **III. PROHIBITION AGAINST MISREPRESENTATIONS**

24 IT IS FURTHER ORDERED that Settling Defendant, Settling Defendant's
25 officers, agents, employees, and attorneys, and all other Persons in active concert
26 or participation with any of them, who receive actual notice of this Order, whether

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1 and enjoined from misrepresenting or assisting others in misrepresenting, expressly
2 or by implication, any material fact, including, but not limited to:

3 A. Consumers who purchase Settling Defendant's goods or services will
4 earn or are likely to earn substantial income;

5 B. Consumers who purchase Settling Defendant's goods or services will
6 receive business coaching that will provide what the consumers need to build a
7 successful online business; and

8 C. Any other fact material to consumers concerning any good or service,
9 such as: the total costs; any refund policy; any material restrictions, limitations, or
10 conditions; or any material aspect of its performance, efficacy, nature, or central
11 characteristics.

12 **IV. MONETARY JUDGMENT**

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1 H. The Commission's agreement to the suspension of part of the
2 judgment is expressly premised upon the truthfulness, accuracy, and completeness
3 of Settling Defendant's sworn financial statements and related documents
4 (collectively, "financial representations") submitted to the Commission, namely:

5 1. the Financial Statement of Settling Defendant signed on February 11,
6 2018, including the attachments;

7 2. the declaration signed by Settling Defendant on February 6, 2018;

8 3. the additional information submitted by email from Settling
9 Defendant's counsel Stewart Peay to Commission counsel Andrew Hudson, Laura
10 Basford, and Jody Goodman dated February 14, 2018, regarding the Settling
11 Defendant's relationship to Nuera Solar;

12 4. the additional documentation submitted by email from Settling
13 Defendant's counsel Stewart Peay to Commission counsel Andrew Hudson, Laura
14 Basford, and Jody Goodman dated February 14, 2018, attaching documents
15 responsive to Item 11;

16 5. the additional documentation submitted by secure file transfer from
17 Settling Defendant's counsel's assistant Nissa Riley to Commission counsel
18 Andrew Hudson, Laura Basford, and Jody Goodman on February 21, 2018,
19 attaching bank statements, tax returns and other financial documents;

20 6. the additional documentation submitted by secure file transfer from
21 Settling Defendant's counsel's assistant Nissa Riley to Commission counsel
22 Andrew Hudson, Laura Basford, and Jody Goodman on April 13, 2018, attaching
23 documentation relating to bank accounts, bills, and other matters;

24 7. the additional documentation submitted by email from Settling
25 Defendant's counsel Stewart Peay to Commission counsel Andrew Hudson, Laura
26 Basford, and Jody Goodman dated May 2, 2018, attaching documentation
27 concerning a vehicle, furniture, insurance, and a trust;

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1 8. the additional documentation submitted by email from Settling
2 Defendant's counsel Stewart Peay to Commission counsel Andrew Hudson, Laura
3 Basford, and Jody Goodman dated May 2, 2018, attaching an email regarding
4 insurance;

5 9. the additional information submitted by email from Settling
6 Defendant's counsel Stewart Peay to Commission counsel Andrew Hudson, Laura
7 Basford, and Jody Goodman dated May 9, 2018, regarding vehicles;

8 10. the additional documentation submitted by email from Settling
9 Defendant's counsel Stewart Peay to Commission counsel Andrew Hudson, Laura
10 Basford, and Jody Goodman dated May 11, 2018, regarding vehicles; and

11 11. the additional information submitted by email from Settling
12 Defendant's counsel Stewart Peay's assistant Nissa Riley to Commission counsel
13 Andrew Hudson, Laura Basford, and Jody Goodman dated June 19, 2018,
14 including the attachments.

15 I. The suspension of the judgment will be lifted as to Settling Defendant
16 if, upon motion by the Commission, the Court finds that Settling Defendant failed
17 to disclose any material asset, materially misstated the value of any asset, or made
18 any other material misstatement or omission in the financial representations
19 identified above.

20 J. If the suspension of the judgment is lifted, the judgment becomes
21 immediately due as to Settling Defendant in the amount specified in Subsection A
22 above (which the parties stipulate only for purposes of this Section represents the
23 consumer injury alleged in the Complaint), less any payment previously made
24 pursuant to this Section, and any payment(s) made by or on behalf of any other
25 Defendant to the Commission pursuant to a Final Order in this action as to such
26 Defendant, plus interest computed from the date of entry of this Order.

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1 P. The asset freeze is modified to permit the payment(s) identified in
2 Subsections B through E of this Section. Upon completion of all such payment(s),
3 the asset freeze is dissolved as to Settling Defendant.

4 **V. CUSTOMER INFORMATION**

5 IT IS FURTHER ORDERED that Settling Defendant, and all other Persons
6 in active concert or participa

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1 **VI. COOPERATION**

2 IT IS FURTHER ORDERED that Settling Defendant must fully cooperate
3 with representatives of the Commission in this case and in any investigation related
4 to or associated with the transactions or the occurrences that are the subject of the
5 Complaint. Settling Defendant must provide truthful and complete information,
6 evidence, and testimony. Settling Defendant must appear for interviews, discovery,
7 hearings, trials, and any other proceedings that a Commission representative may
8 reasonably request upon 5 days written notice, or other reasonable notice, at such
9 places and times as a Commission representative may designate, without the
10 service of a subpoena.

11 **VII. ORDER ACKNOWLEDGMENTS**

12 IT IS FURTHER ORDERED that Settling Defendant obtain
13 acknowledgments of receipt of this Order:

14 A. Settling Defendant, within 7 days of entry of this Order, must submit
15 to the Commission an acknowledgment of receipt of this Order sworn under
16 penalty of perjury.

17 B. For 20 years after entry of this Order, Settling Defendant, for any
18 business that he, individually or collectively with any other Defendant, is the
19 majority owner of or controls directly or indirectly, must deliver a copy of this
20 Order to: (1) all principals, officers, directors, and LLC managers and members;
21 (2) all employees, agents, and representatives who participate in conduct related to
22 the subject matter of this Order; and (3) any business entity resulting from any
23 change in structure as set forth in the Section titled Compliance Reporting.
24 Delivery must occur within seven (7) calendar days of entry of this Order for
25 current personnel. For all others, delivery must occur before they assume their
26 responsibilities.

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1 C. From each individual or entity to which Settling Defendant delivered
2 a copy of this Order, Settling Defendant must obtain, within 30 days, a signed and
3 dated acknowledgment of receipt of this Order.

4 **VIII. COMPLIANCE REPORTING**

5 IT IS FURTHER ORDERED that Settling Defendant make timely
6 submissions to the Commission:

7 A. One year after entry of this Order, Settling Defendant must submit a
8 compliance report, sworn under penalty of perjury. In the report, Settling
9 Defendant must: (a) identify the primary physical, postal, and email address and
10 telephone number, as designated points of contact, which representatives of the
11 Commission may use to communicate with Settling Defendant; (b) identify all of
12 Settling Defendant's businesses by all of their names, telephone numbers, and
13 physical, postal, email, and Internet addresses; (c) describe the activities of each
14 business, including the goods and services offered, the means of advertising,
15 marketing, and sales, and the involvement of any other Defendant (which Settling
16 Defendant must describe if he knows or should know due to his own involvement);
17 (d) describe in detail whether and how Settling Defendant is in compliance with
18 each Section of this Order; (e) provide a copy of each Order Acknowledgment
19 obtained pursuant to this Order, unless previously submitted to the Commission; (f)
20 identify all telephone numbers and all physical, postal, email and internet
21 addresses, including all residences; (g) identify all business activities, including
22 any business for which he performs services whether as an employee or otherwise
23 and any entity in which he or she is an officer, director, or partner.

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