

Case No.3:19-cv-00933VAB

GRAND TETON PROFESSIONALS, LLC,
et al.,

Defendants.

STIPULATION TO ENTER ORDER FOR PERMANENT INJUNCTION AND
LLC, 99TH

("FTC") commencing

2019, pursuant to Sections 13(b) and 19 of the FTC Act, 1

410(b) of the Credit Repair Organizations Act ("CROA"), 15 U.S.C. § 1679h(b), Section 6(b) of
the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. § 6105(b), the
Consumer Review Fairness Act ("CRFA"), 15 U.S.C. § 45b, Section 108(c) of the Truth in
Lending Act ("TILA"), 15 U.S.C. § 1607(c), and Section 918(c) of the Electronic Fund Transfers
Act ("EFTA"), 15 U.S.C. § 1693o(c) (ECF No. 1.) On June 18, 2019, on motion by the FTC,
the Court entered an ex parte temporary restraining order ("TRO") with asset freeze and other

injunctions as to Defendants. (ECF Nos. 60, 61, 62.) Now, the ~~FTD Defendants~~ Grand Teton Professionals, LLC, ~~99~~ Floor, LLC, Mait Management Inc., Demand Dynamics LLC, Atomium Corps Inc. (Wyoming), Startup Masters NJ Inc. (Wyoming), First Incorporation Services Inc. (Wyoming), Douglas C. Filter, and Marcio G. Andrade and through their undersigned counsel, stipulate to the entry of ~~Order~~ for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute in this action between ~~them~~. The proposed order is attached hereto.

FINDINGS OF FACT

By stipulation of the parties, the Court finds that:

- A. The Court has jurisdiction over this matter.
- B. The Complaint charges the ~~Settling Defendants~~ participated in unlawful acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), ~~FCRA~~, 15 U.S.C. §§ 1679-1679j, the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310, the CRFA, 15 U.S.C. § 45b, TILA, 15 U.S.C. §§ 1601-1666j, and its implementing Regulation Z, 12 C.F.R. Part 1026, and Section 907(a) of EFTA, 15 U.S.C. § 1693a, ~~and~~ its implementing Regulation E, 12 C.F.R. Part 1005, in connection with the marketing and sale of credit repair services.
- C. ~~Settling Defendants~~ neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, ~~Settling Defendants~~ admit the facts necessary to establish jurisdiction.
- D. ~~Settling Defendants~~ waive any claim that they 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 agree to bear their own costs and attorney fees.

- E. Settling Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order.
- F. This order is in the public interest.

DEFINITIONS

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

- A. "Consumer" means any Person.
- B. "Covered Communication" means a written, oral, or pictorial review, performance assessment, or other similar analysis of products or services, including conduct related to the products or services.
- C. "Credit Repair Service" means any service for the express or implied purpose of: (1) improving any Consumer's credit report, credit record, credit history, credit profile, credit score, or credit rating, or (2) providing advice or assistance to any Consumer with regard to any activity or service the purpose of which is to improve a Consumer's credit report, credit record, credit history, credit profile, credit score, or credit rating.
- D. "Defendants" means Corporate Defendants and Individual Defendants, individually, collectively, or in any combination. "Corporate Defendants" means Grand Teton Professionals, LLC, 99Floor, LLC, Mait Management Inc., Demand Dynamics LLC, Atomium Corps Inc. (a Wyoming company), Atomium Corps Inc. (a Colorado company), Startup Masters NJ Inc. (a Wyoming company), Startup Masters NJ Inc. (a New Jersey company), First Incorporation Services Inc. (a Wyoming company), First Incorporation Services Inc. (a Florida company), and each of their subsidiaries, affiliates, successors, and assigns. "Individual Defendants" means Douglas C.

- E. "Financial Product or Service" means any product, service, plan, or program represented, expressly or by implication to (1) provide any Consumer, arrange for any Consumer to receive, or assist any Consumer in receiving, a loan or other extension of credit; (2) provide any Consumer, arrange for any Consumer to receive, or assist any Consumer in receiving, credit, debit, or stored value cards; (3) provide any Consumer, arrange for any Consumer to receive, or assist any Consumer in receiving, any Secured or Unsecured Debt Relief Product or Service.
- F. "Merchant Account" means an account used to submit credit card or debit card transactions or process credit card or debit card transactions.
- G. "Person" means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.
- H. "Remotely Created Payment Order" means any payment instruction or order drawn on a Person's account that is created by the payee or the payee's agent and deposited into or cleared through the check clearing system.
- I. "Review-Limiting Contract Term" means a contract term that (1) prohibits or restricts the ability of a Person who is a party to the contract to engage in a Covered Communication; (2) imposes a penalty or fee against a Person who is a party to the contract for engaging in a Covered Communication; (3)

K. "Settling Defendants" means Corporate Settling Defendants and Individual Defendants, individually, collectively, or in any combination. Corporate Settling Defendants means Grand Teton Professionals, LLC, 95floor, LLC, Mait Management Inc., Demand Dynamics LLC, Atomium Corps Inc. (a Wyoming company), Startup Masters NJ Inc. (a

- A. Misrepresenting, or assisting others in misrepresenting, expressly or by implication:
1. The terms or rates that are available for any loan or other extension of credit, including, but not limited to: (1) the type of credit (such as a credit card, line of credit, or loan); (2) closing costs or other fees and how such costs or fees will be assessed; (3) the payment schedule, monthly payment amount(s), any balloon payment, or other payment term; (4) the interest rate(s), annual percentage rate(s), or finance charge(s), and whether they are fixed or adjustable; (5) the loan amount, credit amount, draw amount, or outstanding balance; the loan term, draw period, or maturity; or any other term of credit; (6) the amount of cash to be disbursed to the borrower out of the proceeds, or the amount of cash to be disbursed on behalf of the borrower to any third party; (7) whether any specified minimum payment amount covers both interest and principal, and whether the credit has or can result in negative amortization; (8) that the credit does not have a prepayment penalty or whether subsequent refinancing may trigger a prepayment penalty and/or other fees;
 2. Any material fact concerning any aspect of any Secured or Unsecured Debt Relief Product or Service, including but not limited to (a) the amount of savings a Consumer will receive from purchasing, using, or enrolling in such Secured or Unsecured Debt Relief Product or Service; (b) the amount of time before which a Consumer will receive settlement of that Consumer's debts; or (c) the reduction or cessation of collection calls; or
 3. Any other fact material to Consumers concerning any Financial Product or Service, such as: the total costs; any material restrictions, limitations, or

conditions; or any material aspect of its performance, efficacy, nature, or central characteristics; or

- B. Failing to disclose clearly and conspicuously, in connection with any representation regarding the availability of any loan or other extension of credit, the (1) type of credit (such as a credit card, line of credit, or loan); (2) all costs associated with such extension of credit and how such costs shall be assessed; (3) the interest rate(s), annual percentage rate(s), or finance charge(s), and whether they are fixed or adjustable; and (4) the loan amount, credit amount or limit, draw amount, outstanding balance.

PROHIBITED BUSINESS ACTIVITIES REGARDING ANY PRODUCTS OR SERVICES

III.

C. Misrepresenting or assisting others in misrepresenting, expressly or by implication, any fact material to consumers concerning any product or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS

IV.

- A. Offering to any prospective customer a contract, or offering to any customer a renewal contract, that includes a ~~Reviewing~~ Limiting Contract Term
- B. Requiring that a customer accept a ~~Reviewing~~ Limiting Contract Term as a condition of a Defendant's fulfillment of its obligations under a customer contract;
- C. Representing, including through any notice, warning, threat to enforce, or attempt to enforce, to any purchaser of any product or service—regardless of when purchased ~~that~~ any contract
 - 1. Prohibits purchasers from speaking or publishing truthful or ~~defamatory~~ negative comments or reviews about any Person or such other Person's products, services, agents, or employees
 - 2. Imposes any precondition on purchasers speaking or publishing any comments or r r r-0.001

negative comment or review about any other Person or such other Person's products services.

INJUNCTION RELATED TO EXTENSIONS OF CREDIT

VI. IT IS FURTHER ORDERED that Settling Defendants, Settling Defendant officers, agents, employees, and attorneys, and all others in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with any advertisement for any extension of credit, are hereby permanently restrained and enjoined from

A. Stating, expressly or by implication:

1. The amount or percentage of any down payment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the following terms:

- a. The amount or percentage of the down payment;
- b. The terms of repayment; and
- c. The annual percentage rate, using the term "annual percentage rate" or the abbreviation "APR." If the annual percentage rate may be increased after consummation of the credit transaction, that fact must also be disclosed; or

2. A rate of finance charge without stating the rate as an "annual percentage rate" or the abbreviation "APR," using that term; or

B. Violating the Truth in Lending Act, 15 U.S.C. §§ 1601-1667, or Regulation Z, 12 C.F.R. Part 226.

INJUNCTION RELATED TO RECURRING BANK DEBITS

VII. IT IS FURTHER ORDERED that Settling Defendants, Settling 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 hereby permanently restrained and enjoined from

A. Making electronic fund transfers from a Consumer's deposit, savings or asset account on a recurring basis without:

1. Obtaining a written authorization signed or similarly authenticated from the Consumer for preauthorized electronic fund transfers from the Consumer's account which written authorization must (a) be readily identifiable as such and (b) the terms of the preauthorized transfer, including the amount of each transfer and the dates on which each transfer will be made, are clear and readily understandable;
2. Providing to the Consumer a copy of a written authorization signed or similarly authenticated from the Consumer for preauthorized electronic fund transfers from the Consumer's account.

B. Violating the Electronic Fund Transfers Act, 15 U.S.C. §§ 1693-1693r, or Regulation E, 12 C.F.R. Part 205.

INJUNCTION RELATING TO TELEMARKETING

VIII. IT IS FURTHER ORDERED that Settling Defendants, Settling 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, in connection with telemarketing, advertising, marketing, promoting, offering for sale, or

selling of any product or service, are hereby permanently restrained and enjoined from violating the FTC's Telemarketing Sales Rule, 16 C.F.R. Part 310.

INJUNCTION RELATING TO MERCHANT ACCOUNTS

- IX. IT IS FURTHER ORDERED that Settling Defendants, Settling Defendant 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 directly or indirectly, are hereby permanently restrained and enjoined from obtaining Merchant Accounts for any Person engaged in any activity prohibited by Sections I, II, III, IV, V, VII, or VIII of this Order.

CUSTOMER INFORMATION

- X. IT IS FURTHER ORDERED that Settling Defendants, Settling Defendant 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 hereby permanently restrained and enjoined from

A. F

- C. Failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the FTC
- D. Provided, however, that customer information ~~not~~ be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

MONETARY JUDGMENT AND PARTIAL SUSPENSION

XI. IT IS FURTHER ORDERED:

- A. Judgment in the amount ~~nine~~ NINE MILLION, SIX HUNDRED AND FORTY ONE THOUSAND, NINE HUNDRED AND EIGHTY TWO Dollars (\$9,641,982) is entered in favor of the FTC against Settling ~~Defendants,~~ jointly and severally, as equitable monetary relief
- B. In partial satisfaction of the judgment entered against Settling ~~Defendant~~
 - 1. American Eagle Federal Credit Union shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx5290 in the name of Marcio Andrade; (b) account number xxxx5200 in the name of Marcio Andrade ~~and~~ (c) account number xxxx1852 in the name of Marcio Andrade;
 - 2. Bank of America shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx5641 in the name of Grand Teton Professionals, LLC; (b) account number xxxx5654 in the name of Grand Teton Professionals, LLC; and (c) account number xxxx6732 in the name of Grand Teton Professionals, LLC;

3. Capital One Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx2752 in the name of Grand Teton Professionals, ~~(H)C~~ account number xxxx2418 in the name of First Incorporation Services ~~(H)C~~ account number xxxx2434 in the name of Grand Teton Professionals, ~~(D)C~~ account number xxxx5269 in the name of Grand Teton Professionals, LLC; (e) account number xxxx1099 in the name of Grand Teton Professionals, LLC; (f) account number xxxx8999 in the name of Grand Teton Professionals, LLC; (g) account number xxxx1102 in the name of Atomium Corps Inc.; (h) account number xxxx2426 in the name of Atomium Corps Inc.; and ~~(i)~~ account number xxxx2477 in the name of Results Only Associates LLC
4. Citibank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx6132 in the name of Grand Teton Professionals, LLC ~~(D)~~ account number xxxx6028 in the name of ~~99~~ Floor, LLC; (c) account number xxxx2305 in the name

6. Commercial Bank of California shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in merchant account number xxxx4001 in the name of ~~bf99~~or, LLC;
7. Discover Financial Services shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) merchant account number xxxx3405 in the name of ~~9th~~ Floor, LLC; (b) merchant account number xxxx8988 in the name of Fast Unsecured; (c) merchant account number xxxx1560 in the name of Top Tradelines; (d) merchant account number xxxx9657 in the name of Wholesale Shelf Corporations; (e) merchant account number xxxx2711 in the name of Wholesale Shelf Corporations; (f) merchant account number xxxx3169 in the name of Hawaii Corporate Center; (g) merchant account number xxxx6355 in the name of Hawaii Corporate Center; (h) merchant account number xxxx3960 in the name of B2B Corporate Services; (i) merchant account number xxxx2929 in the name of B2B Corporate Services; (j) merchant account number xxxx1409 in the name of B2B Corporate Services; (k) merchant account number xxxx2171 in the name of B2B Corporate ~~Services~~; (l) merchant account number xxxx5475 in the name of B2B Corporate Services; (m) merchant account number xxxx-1 5475 (m)8 (e)-1 (r)-2 (c)-1(m)8 (e)-1 (o)-5 (f)3 (B)2 (2)-5 (B)2 (C)2 (or)-2 (nuber xxxx2929 in the name of B2B Corporate Services; (k) merchant account nu

the name of Demand Dynamics; (t) merchant account number xxxx0161 in the name of Florida Corp Services; (u) merchant account number xxxx3651 in the name of Florida Corp Services; and (v) merchant account number xxxx3050 in the name of Results Only Associates

8. Fidelity Investments shall, within ten (10) business days of receipt of a copy of this Order, (a) transfer to the FTC or its designated agent all funds, if any, in account number xxxx8412 in the name ~~of~~ Marcio Andrade;

Services Inc.; (f) account number xxxx6303 in the name of First Incorporation
Services Inc.; (g) account number xxxx3632 in the name of Grand Teton
Professionals, LLC; (h) account number xxxx5117 in the name of Grand Teton
Professionals, LLC; (i) account number xxxx5118 in the name of Grand Teton
Professionals, LLC; (j) account number xxxx6972 in the name of First Incorporation, LLC; (k)
account number xxxx2527 in the name of Demand Dynamics LLC; (l) account
number xxxx5299 in the name of Demand Dynamics LLC; (m) account number
xxxx5778 in the name of Demand Dynamics LLC; (n) account number xxxx8550 in
the name of Startup Masters NJ Inc.; (o) account number xxxx6981 in the name of
DCF Management Inc.; (p) account number xxxx3902 in the name of Florida Corp
Services LLC; (q) account number xxxx9615 in the name of Florida Corp Setups Inc.;
(r) account number xxxx8430 in the name of Know It Cold LLC; (s) account number
xxxx2007 in the name of Results Only Associates LLC; (t) account number xxxx6737
in the name of WY Corporate Experts LLC

12. Lake Michigan Credit Union shall, within ten (10) business days of receipt of a copy
of this Order, transfer to the FTC or its designated agent all funds, 60 of r (ccount

number xxxx9750 in the name of PLM Holdings LLC account number xxxx1556 in the name of Douglas Filter; and (h) account number xxxx5928 in the name of Marcio Andrade;

14. Newtown Savings Bank shall, within ten (10) business day of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx4940 in the name of NJ Corporate Experts; and (b) account number xxxx1124 in the name of NRH Consulting;
15. Northwest Federal Credit Union shall, within ten (10) business days of receipt of a copy of this Order transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx6037 in the name of ~~99~~ Floor, LLC; and (b) account number xxxx0030 in the name of ~~99~~ Floor, LLC;
16. PayPal shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in all accounts in the name of or associated with any Settlement Defendants;
17. Payward Ventures Inc. d/b/a Kraken shall, within ten (10) business days of receipt of a copy of this Order, liquidate all assets (including all cryptocurrency) in account number xxxxU231 in the name of Marcio Andrade, and transfer the proceeds of such liquidation to the FTC or its designated agent;
18. Pentagon Federal Credit Union shall, within ten (10) ~~business~~ days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx2025 in the name of Marcio Andrade; and (b) account number xxxx3014 in the name of Marcio Andrade;

19. Priority Payment Systems shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in merchant account number xxxx6200 in the name of Vendorgenie.com;
20. Savings Bank of Danbury shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx2338 in the name of Grand Teton Professionals, LLC; (b) account number xxxx1317 in the name of Grand Teton Professionals, LLC; (c) account number xxxx0197 in the name of Atomium Corps Inc.; (d) account number xxxx1308 in the name of First Incorporation Service Inc.; (e) account number xxxx1297 in the name of First Incorporation Services Inc.; and (f) account number xxxx1260 in the name of Grand Teton Professionals, LLC;
21. TD Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx9628 in the name of 99th Floor, LLC; (b) account number xxxx1256 in the name of 99th Floor, LLC; (c) account number xxxx1264 in the name of MAIT Management Inc.; (d) account number xxxx4201 in the name of Startup Masters NJ Inc.; and (e) account number xxxx6872 in the name of Startup Masters, Inc.;
22. Unify Federal Credit Union shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in account number xxxx7573 in the name of Marcio Andrade;
23. Union Savings Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx9216 in the name of Douglas Filipe; (b) account number xxxx5699 in the

name of Grand Teton Professionals; and (c) account number xxxx5374 in the name of Atomium Corps Inc.;

24. Webster Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in account number xxxx2556 in the name of NHR Consulting Services Inc.;

25. Wells Fargo Bank shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in (a) account number xxxx9041 in the name of 9th Floor LLC; account number xxxx5699 in the name of Grand Teton Professionals; and (b) account number xxxx5374 in the name of Atomium Corps Inc (c) account number xxxx3195 in the name of MAIT Management Inc and (d) account number xxxx9058 in the name of Florida Corp Services LLC;

26. Worldpay, LLC shall, within ten (10) business days of receipt of a copy of this Order, transfer to the FTC or its designated agent all funds, if any, in merchant account number 7882 in the name of 9th Floor, LLC;

27. Defendant Douglas Filter ~~at~~, within ten (10) business days of receipt of a copy of this Order, cause to be liquidated all assets held at Abra (including all

- F. The suspension of the judgment will be lifted as to Settling Defendant if, upon motion by the FTC, the Court finds that Settling Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above
- G. If the suspension of the judgment is lifted, the judgment becomes immediately due as to a Settling Defendant in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the consumer injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order
- H. Settling Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.
- I. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the FTC, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case
- J. The facts alleged in the Complaint establish all elements of the consumer injury alleged in the Complaint

L. All money paid to the FTC pursuant to this Order may be deposited into a fund administered by the FTC or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the FTC decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the FTC may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendant's practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Settling Defendants have no right to challenge any actions the FTC or its representatives may take pursuant to this Subsection

COOPERATION

XII. IT IS FURTHER ORDERED that Settling Defendants must fully cooperate with representatives of the FTC in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Each Settling Defendant must provide truthful and complete information, evidence, and testimony. Each Settling Defendant must cause its officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a representative of the FTC may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as a representative of the FTC designate, without the service of a subpoena. Nothing contained herein shall be deemed a waiver by any Individual Defendant of any rights each may have pursuant to the Fifth Amendment to the Constitution of the United States

ORDER ACKNOWLEDGMENTS

- XIII. IT IS FURTHER ORDERED that Settling Defendants obtain acknowledgments of receipt of this Order
- A. Each Settling Defendant, within 7 days of entry of this Order, must submit to the FTC an acknowledgment of receipt of this Order sworn under penalty of perjury;
- B. For 5 years after entry of this Order, each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, and each Corporate Settling Defendant, must deliver a copy of this Order to (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to Sections I, II, III, IV, V, VI, VII, VIII, or IX of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order

- A. One year after entry of this Order, each Settling Defendant must submit a compliance report, sworn under penalty of perjury:
1. Each Settling Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the FTC may use to communicate with that Settling Defendant; (b) identify all of that Settling Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the products and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which the Individual Defendants must describe if they know or should know due to their involvement); (d) describe in detail whether and how that Settling Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the FTC.
 2. Additionally, each Individual Defendant must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail such Defendant's involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.
- B. For 10 years after entry of this Order, each Settling Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Settling

A.

/s/Gregory A. Ashe

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IOANA R. GORECKI (Bar No. PHV10094)
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Management Inc., Atomium Corps Inc.
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