

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

FEDERAL TRADE COMMISSION ,

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this

- 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 a 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 Cops 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. Filter and Marcio G. Andrade individually, collectively, or in any combination.
- E. "Financial Product or Service" means any product, service, plan, or program represented, expressly or by implication to (1) provide a Consumer, arrange for a Consumer to receive, or assist a Consumer in receiving, a loan or other extension of credit; (2) provide any Consumer, arrange for any Consumer to receive, or assist a Consumer in receiving, credit, debit, or stored value cards; (3) provide any Consumer, arrange for any Consumer

to receive, or assist a 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. "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; imposes a penalty or fee against a Person who is a party to the contract for engaging in a Covered Communication; or (2) imposes a penalty or fee against a Person who is a party to the contract for engaging in a Covered Communication.

or other collateral from foreclosure or repossession; (3) obtain any forbearance or modification in the timing of payments from any secured or unsecured creditor or debt collector; (4) negotiate, obtain, or arrange any extension of the period of time which the Person may (a) cure his or her default on the mortgage, loan, debt, or obligation, (b) reinstate his or her mortgage, loan, debt, or obligation, (c) redeem a dwelling or other collateral, or (d) exercise any right to reinstate the mortgage, loan, debt, or obligation or redeem a dwelling or other collateral; (5) obtain any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling or other collateral; or (6) negotiate, obtain, or arrange, (a) a short sale of a dwelling or other collateral, (b) a deed-in-lieu of foreclosure, or (c) any other disposition of a mortgage, loan, debt, or obligation other than a sale to a third party that is not the secured or unsecured loan holder. The foregoing shall include (y)6 (t)34 ( )-100 (t)3e 9i (a)-56 (ny )-100mbtaner r nc(y)6 (t)34 (a)-56 (i)-72

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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

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- A. Prohibiting any Person from exercising their rights under any statute, rule, or agreement to dispute a charge placed on their credit or debit card or withdrawal from their bank account including, but not limited to, by initiating or threatening to initiate legal action or imposing or threatening to impose a penalty or fee for exercising any right under any statute, rule, or agreement to dispute a charge placed on their credit or debit card or withdrawal from their bank account
- B. Creating or causing to be created, directly or indirectly, a remotely created payment order as payment for any product or service;
- 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. IT IS FURTHER ORDERED that Settling Defendant, Settling Defendant's 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 the advertising, marketing, promoting, offering for sale or reselling of any product or service, are permanently restrained and enjoined from making any representation or assisting others in making any representation, expressly or by implication, about the benefits, performance, or efficacy of any product or service, unless the representation is non-misleading, and, at the time such representation is made, Settling Defendant possesses and relies upon competent and reliable evidence that is sufficient in quality and quantity

based on standards generally accepted in the relevant fields, when considered in light of the entire body of relevant and reliable evidence, to substantiate that the representation is true.

PROHIBITIONS AND LIMITS ON USE OF



- 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. §§ 1601-1606, or Regulation Z, 12 C.F.R. Part 226.

INJUNCTION RELATED TO RECURRING BANK DEBITS

- VII. IT IS FURTHER ORDERED that Settling Defendant, 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 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 Defendant, Settling Defendant's 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 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 MERCHANDISE TO GO (R07)6 (A) (C) (2) (E) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z)

information related to redress. Settling Defendant must provide it, in the form prescribed by the FTC, within 14 days

- B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer account (including a credit card, bank account, or other financial account), that any Defendant obtained prior to entry of this Order in connection with the marketing and sale of Credit Repair Services
- 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

- C. Upon entry of this Order the asset freeze as to Settling Defendant is dissolved.
- D. The FTC's agreement to the suspension of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Settling Defendant's sworn financial statement and related documents (collectively, "financial representations") submitted to the FTC, namely the Financial Statement of Corporate Defendant Startup Masters NJ Inc. (New Jersey) signed by



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.

#### ORDER ACKNOWLEDGMENTS

- XIII. IT IS FURTHER ORDERED that Settling Defendant obtain acknowledgments of receipt of this Order
- A. 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, Settling Defendant must

## COMPLIANCE REPORTING

- XIV. IT IS FURTHER ORDERED that Settling Defendant make timely submissions to the CFT
- A. One year after entry of this Order, Settling Defendant must submit a compliance report,

- C. Settling Defendant must submit to the FTC notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against Settling Defendant within 14 days of its filing
- D. Any submission to the FTC required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: \_\_\_\_ and supplying the date, signatory's full name, title (if applicable), and signature.
- E. Unless otherwise directed by the FTC representative in writing, all submissions to the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director of Enforcement, Bureau of



compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 ~~§§ 9 and~~  
57b-1.

#### ENTRY OF JUDGMENT

XVII. IT IS FURTHER ORDERED that there is no just reason for delay of entry of this judgment, and that, pursuant to Federal Rule of Civil Procedure 54(b), the Clerk immediately

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on December 13, 2019, a true and correct copy of (1) STIPULATION TO ENTER ORDER FOR PERMANENT INJUNCTION AND MONETARY JUDGMENT AS TO DEFENDANT STARTUP MASTERS NJ INC. (NN5 (t)3394) and (2) E

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