

UNITED STATES DISTRICT COURT
FOR SOUTHERN DISTRICT OF NEW YORK

FEDERAL TRADE COMMISSION,

Plaintiff,

Case No. 23 (1)

9651
INJUNCTION,
REQUIREMENT AND
RELIEF

BRIDGE IT INC.

Defendant,

STIPULATED ORDER FOR

PERMANENT IN
MONETARY RELIEF
OTHER R

“FTC”) filed its Complaint

Plaintiff the Federal Trade Commission (“Commission”) on

er Relief (“Complaint”), for a permanent inj

for Permanent Injunction, Monetary Relief, and Ot

ation pursuant to Sections 3(b) and 19 of

injunction, monetary relief and other relief in this

Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b. The Commission

the Federal Trade Commission

except as specifically stated in this Order. Only for purposes of this action, Defendant admits the

acts necessary to es

Defendant waives any claim that it may have under the Equal Access to Justice

Defen



Defendant waives all rights to appeal or otherwise challenge

Defendant and the Com

ity of this Order.

or contest the valid

DEFINITIONS

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

For the pur

means any data that enables any person to access a

“Billing Information” mea

similar account, utility bill,

customer’s account, such as a credit card, checking, savings, share or

mortgage loan account, or debit card.

attempt to collect money on

“Charge,” “Charged,” or “Charging” means any atte

information to be submitted for

other consideration from a consumer, including causing Billing Inform

credit card, debit card, bank account, telephone bill,

payment, including against the consumer’s credi

or other account.

means that a required disclosure is difficult to

C. “Clear(ly) and conspicuous(ly)” mea

by ordinary consumers, including in all of

miss (i.e., easily noticeable) and easily understandabl

the following ways:

every visual or solely auditory disclosure

in any communication that is s

in which the communication is presented

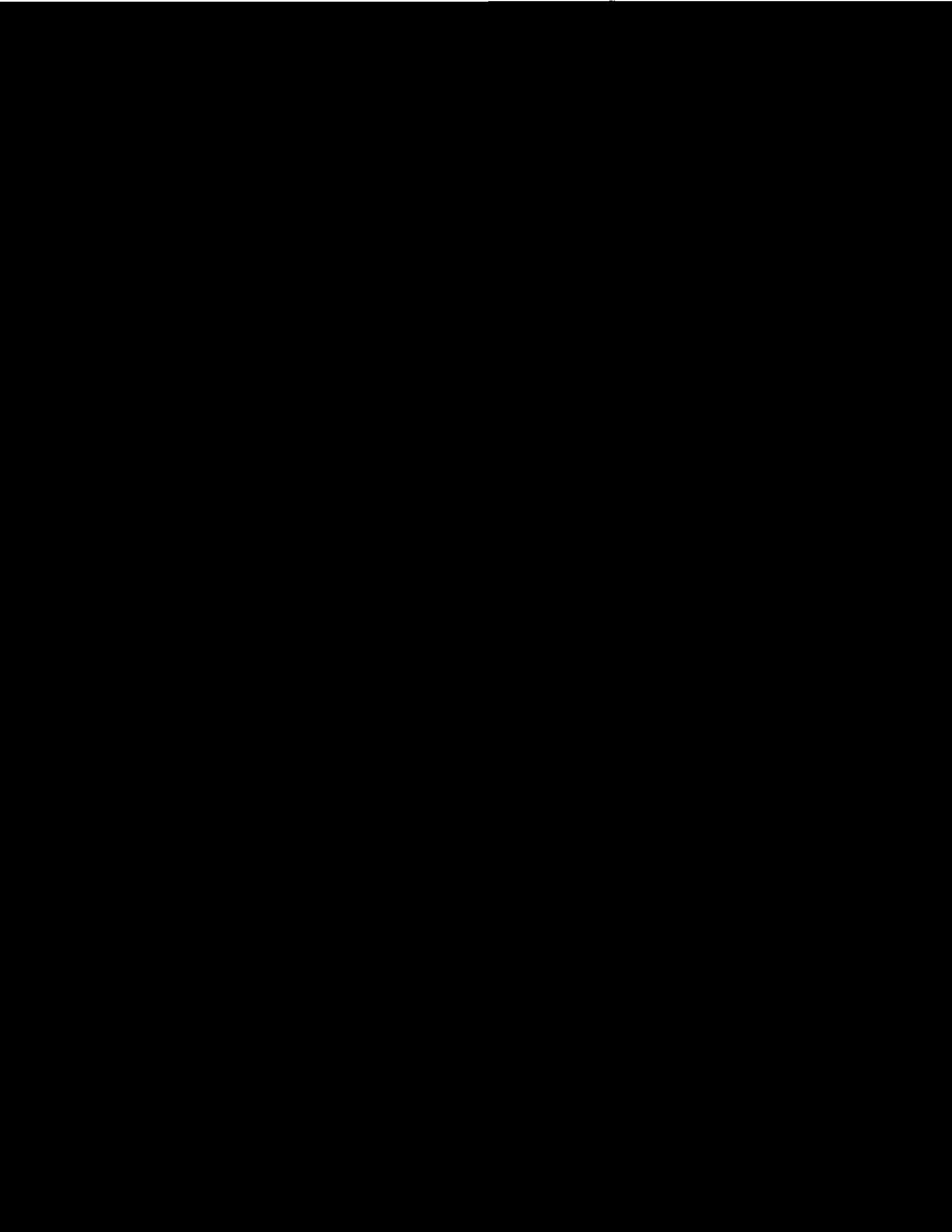
must be made through the same means throug

in any visual or auditory disclosure, such as a televi

in any communication that is s

must be presented simultaneously in both the visual and

advertisement, the disclosure



E. "Negative Option Feature" means, in an offer or agreement to sell or provide any good or service, a provision under which the consumer's silence or failure to take affirmative action to reject a good or service or to cancel the agreement is interpreted by the seller or

provider as acceptance or continuing acceptance of the offer.

ORDER

I. CLAIMS PROHIBITION

Defendant's choice of agents, employees, and attorneys, and that Defendant

is prohibited from offering for sale any good or service are permanently restrained and enjoined.

notice of this Order, whether a going direct or indirectly, in connection with

from offering for sale any good or service are permanently restrained and enjoined.

Any misrepresentation, expressly or by implication, concerning the amount of

The present fund available to a consumer.

2. When funds will be available to a consumer;

3. Any fees, including for delivery;

4. Consumers' ability to cancel, or obtain a refund for any charge

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.

representation, expressly or by implication, regarding the amount of funds available

to a consumer when funds will be available to a consumer, or the cost of delivery

of any good or service, unless at the time such representation is made, Defendant possesses and

competent and reliable evidence that is sufficient in quality and quantity to make

~~PROXY VOTING RIGHTS AND MISFEASANCE~~

~~IN NEGATIVE OPTION PRODUCTS OR SERVICES~~

DISCLOSURES RELATING TO
OPTION FEATURE

IT IS ORDERED THAT THE
NEGATIVE

for defendant's officers, agents, employees

IT IS FURTHER ORDERED that D

1. The extent to which the consumer must take affirmative action to avoid any Charges: a) for the offered good or service, b) of an increased amount after the trial or promotional period ends, and c) on a recurring basis;

the Charge; the date

2. The total cost (or range of costs) the consumer will

the frequency of such

the initial Charge will be submitted for payment, and, if applicable,

affirmative steps to prevent or stop such

Charges unless the consumer timely takes

Charges;

frequency) by which the consumer must

3. The deadline(s) (by date or

ng Charges;

affirmatively act in order to stop all recurr

good or service and, the name

The name of the seller or provider of the g

statements, the billing descriptor that

of the seller or provider will not appear on billing

ents;

will appear on such statem

B. A descriptor of the good or service

including any charges for which the consumer is responsible in connection

with the cancellation of an order; any service or the ret

with the cancellation of an order; any service or the ret

on any recurring Charges; as

7. The simple cancellation mechanism to s

Of failing to send the consumer

1. Immediately after the consumer's submission of an online order, written

confirmation of the transaction by email. The email must clearly and conspicuously

disclose all the information required by Subsection B, and contain a subject line reading

"Order Confirmation" along with the name of the good or service, and no additional

information; or

by mail or telephone, a
mass mail. The email or
a required by Subsection
state "Order

2. Within 2 days after receipt of the consumer's order
written confirmation of the transaction, either by email or first class
letter must clearly and conspicuously disclose all the information
B. The subject line of the email must clearly and conspicuously

clearly state "Order Confirmation" along with [redacted] of the envelope must clearly and conspicuously
consumer's address, the Defendant's return address, and postage.

FOR A NEGATIVE OPTION

IS FURTHER ORDERED that Defendant, Defendant's officers, agents, employees, [redacted] and attorneys, and their
personally active concern or participation, directly or indirectly, with any of them, in any way, in the past, present, or future, in
any good or service with a Negative Option Feature, are
permanently restrained and enjoined from
consumer, unless Defendant first obtains
To obtain express informed consent, Def

For all written offers (including over the internet such as through a web-based
application, to obtain consent through a check box, signature, or other substantially similar
method, which the consumer must affirmatively select
and immediately advise
affirmative consent, only the following, with no additional information:

service, b) of an increased amount after the trial

any Charges; a) for the offered good or

recurring basis; b) if the trial period

or promotional period ends; and c) on a

sumer will be Charged and, if

2) The total cost (or range of costs) the cons

sumer timely takes affirmative

applicable; the frequency of such Charges unless the con

steps to prevent or stop such Charges; and

which the consumer must

3) The deadline (s) (by date or frequency) by

affirmatively act in order to stop a recurring Charge;

to obtain any Billing Information from the consumer;

For all oral offers, n

1. Clearly and Conspicuously disclose the information contained in

subsection b) of the section titled "Required Disclosures Regarding Negative Option

Feature; and

2. Obtain affirmative unambiguous express oral confirmation that the

consumer's consent to being Charged for any good or service, including, at

a minimum, the last 4 digits of the consumer's account number to be Charged; b) "

Failing to provide a simple mechanism for the consumer to: (1) avoid being

or Charged an increased amount, for a good or service through a Negative Option

Charged,

and (2) immediately stop any recurring Charge through a Negative Option Feature. Such

Feature an

mechanism must:

mechanis

- a. be easy to find;

use to stop such Charge;

be easy to u

... require the consumer to take any action that is objectively unduly burdensome

... expression of preference, manipulating consumers into taking certain actions

... covering consumers who

... consumers entered into the agreement to purchase a good or service

... negative Option feature over the internet to a defendant's website, email address, or other application

... provide the

... If any consumers entered into the agreement to purchase a good or service

... Negative Option Feature through an oral offer or acceptance, failing to provide such

... mechanisms through the use of a telephone number and a post address

VI. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment in the amount of Eighteen Million Dollars (\$18,000,000) is entered in

favor of the Commission against Defendant as monetary relief.

B. Defendant is ordered to pay to the Commission Eighteen Million Dollars

(\$18,000,000) which, as Defendant stipulates, is undersigned counsel holds

in escrow for no

within 7 days of

entry of this Order by electronic fund transfer in accordance with instructions previously

Reasonably related to Defendant's practices alleged in the Complaint. Any

determines to be

or relief is to be deposited to the U.S. Treasury. Defendant has no right to

money not used for

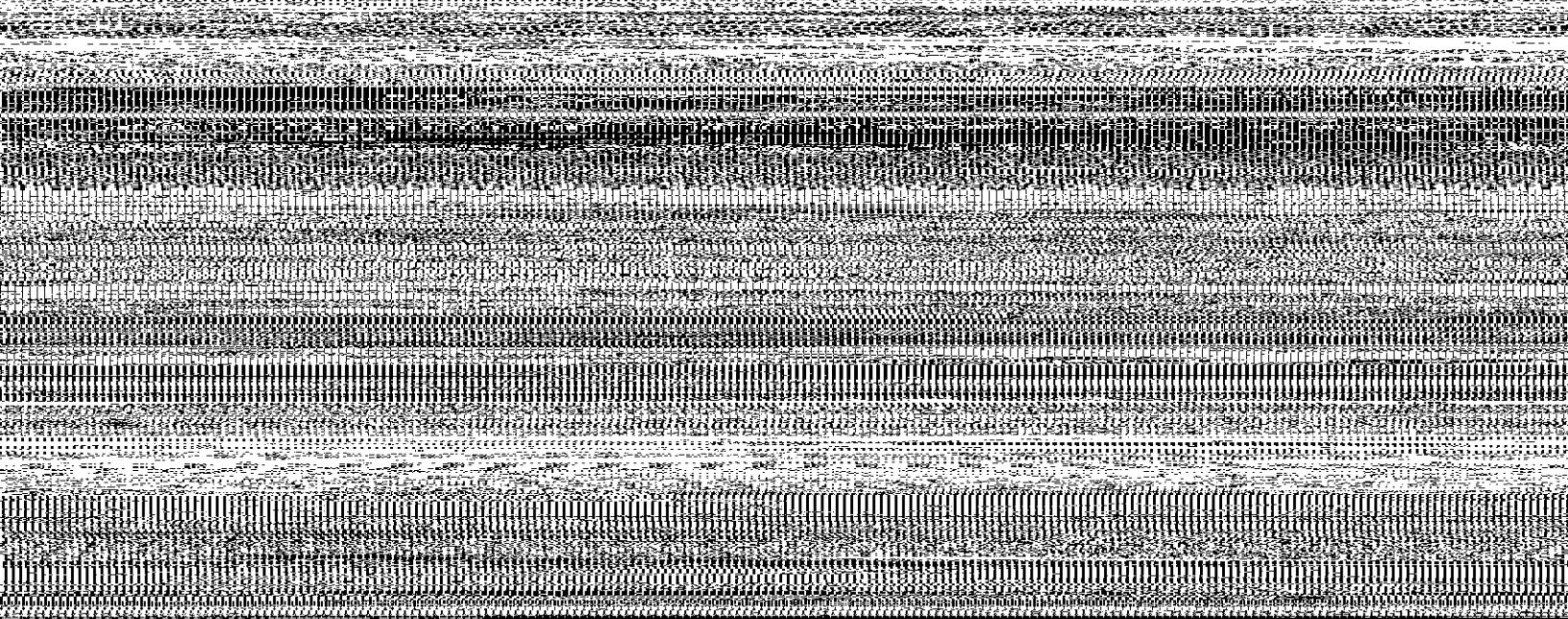
representatives may take pursuant to this

challenge any actions the Commission or its representatives

Subsection.

INFORMATION

VII. CUSTOMER



C. From each individual or entity to which Defendant delivered a copy of this Order,

Defendant must, within 14 days, designate and deliver a new point of contact for this Order.

VI. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendant make timely submissions to the

Commission:

A. One year after entry of this Order, Defendant must submit a compliance report

of contact with representatives of the business; (b) identifies all of Defendant's business, including the goods and services offered; (c) describes the activities of each business; (d) describes in detail whether and how Defendant is in compliance with each Section

B. Commission

B. For 15 years after entry of this Order, Defendant must submit a compliance

notice, sworn under penalty of perjury, within 14 days of any change in the following: (a) any

designated point of contact; or (b) the structure of Defendant or any entity that Defendant has

any ownership interest in or controls directly or indirectly that may affect compliance obligation

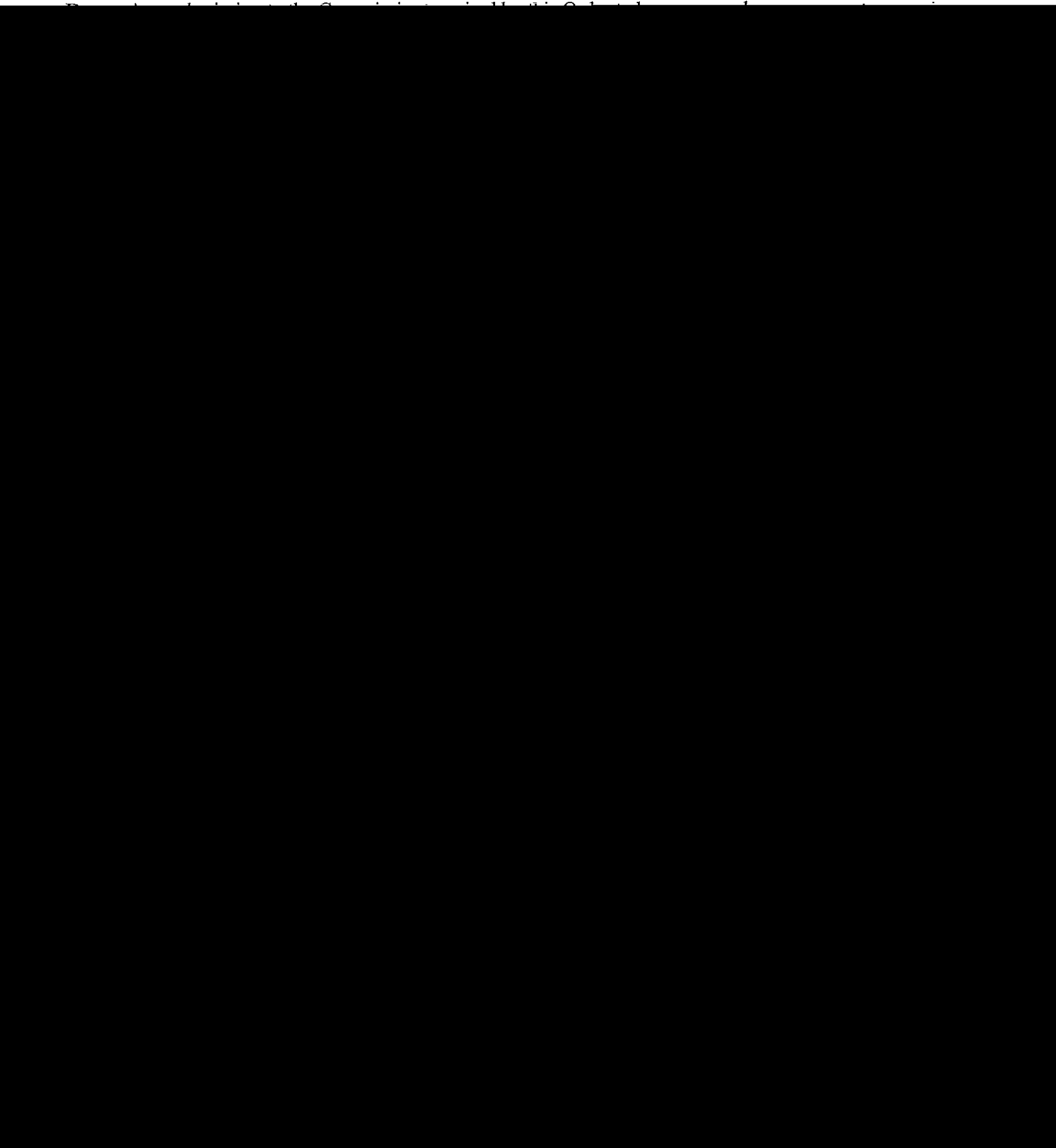
arising under this Order, including creation, merger, sale, or dissolution of the entity or any

subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

C. Defendant must submit to the Commission notice of the filing of any bankruptcy

petition, insolvency proceeding, or similar proceeding by or against Defendant within 14 days of

its filing.



D. all records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and

E. a copy of each unique advertisement or other marketing material.

XII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendant's compliance

with this Order, including any failure to transfer any assets as required by this Order:

[REDACTED]

[REDACTED] Commission, Defendant must submit additional compliance reports of [REDACTED] depositions, and produce [REDACTED] information, which must be sworn under penalty of perjury, appear for [REDACTED] ed to obtain documents, [REDACTED] defendant's books and records. The Commission is also authorized [REDACTED] res prescribed by Federal Rules of Civil [REDACTED] without further leave of court using any of the procedures [REDACTED] 33, 34, 36, 45, and 69, and 15 U.S.C. [REDACTED] Procedure 29, 30 (including telephonic depositions), 31 [REDACTED] Commission is authorized to communicate [REDACTED] For matters concerning this Order, the E [REDACTED] Commission to interview [REDACTED] directly with defendant. Defendant must permit representatives of the [REDACTED] need to such an interview [REDACTED] name affiliated with any Defendant who has a [REDACTED] sent. [REDACTED] The person interviewed may have counsel present. [REDACTED] other lawful means, including posing, through its [REDACTED] The Commission may use all of [REDACTED] or other individuals or entities, for [REDACTED] representatives as consumers, suppliers, [REDACTED] vidual, or entity affiliated with defendant, without the necessary identification or prior [REDACTED] notice. Nothing in this Order limits the Commission's lawful use of compulsory process [REDACTED] pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

SO STIPULATED AND AGREED:

FEDERAL TRADE COMMISSION

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e It, Inc.

BRIDGE IT, INC.

DEFENDANT DD

Date: _____

ZUBEN MATHEWS, AS AN OFFICER
OF BRIDGE IT., INC.

SO STIPULATED AND AGREED:

FEDERAL TRADE COMMISSION

FEDERAL TRADE COMMISSION

Date: _____

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Date: October 18, 2023

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Date: _____

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