

UNITED STATES DISTRICT COURT

officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them to obey the law. (Doc. 97-1 at 19±20). Therefore, the Motion will be denied in this respect.

Accordingly, it is **ORDERED** and **ADJUDGED** as follows:

1. The Report and Recommendation (Doc. 105) is **ADOPTED in part** and made a part of this Order to the extent consistent with that stated herein.
2. ~~300117~~ Motion for Entry of Default Judgment and Permanent Injunction (Doc. 97) is **GRANTED in part** as set forth in this Order and Permanent Injunction and **DENIED** in all other respects.
3. The Clerk is directed to enter judgment in favor of Plaintiffs and against Defendants GDP Network LLC, G & G Success LLC, and G & N Squared LLC jointly and severally in the amount of \$5,347,092.99 to be paid in accordance with the terms of this Order and Permanent Injunction. Thereafter, the Clerk is directed to close this case.
4. Having determined that this Court possesses jurisdiction over this matter, and venue is proper in this Court, the following Permanent Injunction is entered:

PERMANENT INJUNCTION

I. DEFINITIONS

For the purpose of this Order and Permanent Injunction, the following definitions apply:

A. ³**Asset Freeze** means the provisions of the Preliminary Injunction (Doc. 50) that restrain and enjoin the use or sale of any property, wherever located and by whomever held, and all proceeds, product, offspring, rents, or profit of or from that property.

B. ³**Asset Freeze** means the provisions of the Preliminary Injunction (Doc. 50) that restrain and enjoin the use or sale of any property, wherever located and by whomever held, and all proceeds, product, offspring, rents, or profit of or from that property.

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
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including a reduction in the amount of interest, principal balance, monthly payments, or fees owed by a Person to a secured or unsecured creditor or debt collector;

c.

M. **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. The term includes, without limitation, a remotely created check. It also includes any check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

N. **Telemarketing** means any plan, program, or campaign which is conducted to induce the purchase of goods or services by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule TSR.

II. BAN ON DEBT RELIEF PRODUCTS AND SERVICES

Default Defendants are permanently restrained and enjoined, whether acting directly

1. any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer;
2. that any person is affiliated with, endorsed or approved by, or otherwise connected to any other person, government entity, public, non-profit, or other non-commercial program, or any other program;
3. the nature, expertise, position, or job title of any person who provides any product or service; or
- 4.

IV. PROHIBITION AGAINST UNSUBSTANTIATED CLAIMS

Default Defendants and their officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order and Permanent Injunction, whether acting directly or indirectly, in connection with the promoting or offering for sale 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, including that, at the time such representation is made, they possess and rely 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.

V. PROHIBITED PAYMENT PRACTICES

Default Defendants and their officers, agents, employees, attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order and Permanent Injunction, whether acting directly or indirectly, in connection with the promoting or offering for sale of any product or service, are permanently restrained and enjoined from:

- A. Obtaining payment by taking a cash advance against a consumerined and

VI. MONETARY JUDGMENT AND PARTIAL SUSPENSION

The judgment set forth in this Order and Permanent Injunction shall be subject to the following terms and conditions:

A. Within seven days of the entry of this Order and Permanent Injunction, Default Defendants are ordered to pay to ~~W4) H G H U D D & R P P L V V E T C E~~ ³Commission \$5,347,092.99. Such payment shall be made by electronic funds transfer in accordance with instructions previously provided by a representative of the FTC.

B. This Order and Permanent Injunction is the result of a government agency ~~DFWR R Q E H K R O L I Q M X X U F K D V H U V R I ' G H H Q G D I Q O L M H U S U R U O X I E W H~~ may serve as the basis to recover any surety bond, letter of credit, certificate of deposit, or other form of security filed with the Florida Department of Agriculture and Consumer ~~6 E M~~ **FDACS** ~~5 W W W R~~ P D \ E S I D L G I D Q \ P V X F K U H W \ E t a Q o f C r e d i t, H W certificate of deposit, or other form of security filed with the FDACS.

C. All money paid to the FTC pursuant to this Order and Permanent Injunction may be deposited into a fund administered by the FTC or its designee on behalf of both the FTC and the State of Florida. This fund shall be used for consumer redress and any attendant expenses for the administration of any redress fund. If representatives of the Commission decide that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, Plaintiffs may, in their discretion, apply any remaining money for such other relief, including consumer notification remedies, as they ~~W B Q~~ ~~W R H U H D V R Q D E O \ W R H I O Q W E Q W V ¶ S U D F W L N C M P D I O . O H J H G~~ Any money not used for such relief shall be distributed among the Commission and the State of Florida in the following manner:

1. 7K 6 W DRMH) O R V K GHO H L P E X LRMH G W W R U QH\Q R VIM H VL W
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depositions, and produce documents for inspection and copying. Plaintiffs are authorized to obtain discovery, without further leave of Court, using any of the procedures prescribed

2. Complete, as necessary, the liquidation of all assets of receivership entities, and all other assets in the receivership estate, without further order of the Court;
3. Prepare and submit a report describing the ~~rFIVM~~ activities pursuant to this Order and Permanent Injunction, and a final application for compensation and expenses; and
4. Distribute to Plaintiffs any remaining liquid assets at the conclusion of the ~~rFIVM~~

B. Upon completion of the above tasks, the duties of the receivership shall terminate, and the receiver shall be discharged.

XV. RETENTION OF JURISDICTION

This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order and Permanent Injunction.

DONE AND ORDERED in Orlando, Florida on