

SOUTHERN DISTRICT OF NEW YORK

“false, fictitious, or fraudulent statement or representation” “to obtain or attempt to obtain”

from a customer “customer information of a financial institution.”

4. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), authorizes this Court to grant injunctive relief as

the Court may deem appropriate to halt violations of any provision of law enforced by the FTC.

5. This Court concludes that the danger of future violations by Defendant Jonathan Braun justifies the issuance of injunctive relief. Specifically, it is proper in this case to issue a permanent

7. Entry of this Order is in the public interest.

### DEFINITIONS

A. “**Clear(ly) and Conspicuous(ly)**” means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary Consumers, including in all of the following ways:

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

5. The disclosure must use diction and syntax understandable to ordinary Consumers and

must appear in each language in which the representation that requires the disclosure appears.

6. The disclosure must comply with these requirements in each medium through which it is

regularly collects or attempts to collect, directly or indirectly, Debts owed or due or asserted to be owed or due another. The term also includes any creditor who, in the process of collecting its own Debts, uses any name other than its own which would indicate that a third

person is collecting the Debt. The term also includes any person to

whom the Debtor has assigned its Debts.

For purposes of this section, the term "Debt" includes any obligation to pay money

owed or due another, whether or not the obligation is secured, and whether or not the

obligation is a contract, a tort, or a duty, and whether or not the obligation is a

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the obligation is a contract, a tort, or a duty, and whether or not the obligation is a

for facilitating any Consumer in receiving or applying for or collecting or

attempting to collect payment or other consideration in connection with, any Covered  
Product or Service; and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**III. IT IS FURTHER ORDERED** that Jonathan Braun, his 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 permanently

*permanently enjoined and enjoined from causing debits or withdrawals to be made from any Consumer's*

[REDACTED]

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and/or from a Consumer by making false, fictitious, or fraudulent statements or

[REDACTED]

[REDACTED]

[REDACTED]

representations to any Consumer or financial institution; or

[REDACTED]

[REDACTED]

[REDACTED]



D. Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

**ORDER ACKNOWLEDGMENTS**

**VII. IT IS FURTHER ORDERED** that Defendant Jonathan Braun obtain acknowledgments of

receipt of this Order:

- A. Defendant Jonathan Braun, 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 10 years after entry of this Order, Defendant Jonathan Braun for any business that he,

**COMPLIANCE REPORTING**

**VIII. IT IS FURTHER ORDERED** that Defendant Jonathan Braun make timely submissions to

report, sworn under penalty of perjury:

and (c) describe in detail his involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For 20 years after entry of this Order, Defendant Jonathan Braun must submit a

following:

... is true and correct. Executed on: \_\_\_\_\_ and supplying the date, signatory's

full name, title (if applicable), and signature.

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

**COMPLIANCE MONITORING**

D. Upon written request from a representative of the FTC, any consumer reporting agency must furnish consumer reports concerning Defendant Jonathan Brown pursuant to Section

604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

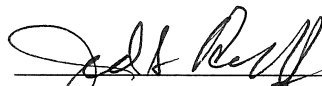
**RETENTION OF JURISDICTION**

**XI. IT IS FURTHER ORDERED** that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

**SO ORDERED.**

Dated: New York, NY

October 27, 2023



JED S. RAKOFF

United States District Court