

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

FEDERAL TRADE COMMISSION,	)	
	)	
Plaintiff,	)	No. 6:09-cv-2021-ORL-28-KRS
	)	Judge Antoon
v.	)	
	)	Magistrate Judge Spaulding
JPM ACCELERATED SERVICES INC., <i>et al.</i> ,	)	
	)	
Defendants.	)	

**DEFAULT JUDGMENT AND ORDER FOR PERMANENT INJUNCTION  
AND OTHER EQUITABLE RELIEF AGAINST CORPORATE DEFENDANTS**

Plaintiff Federal Trade Commission (“FTC” or “Commission”) commenced this action by filing its Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”), and subsequently filed its First Amended Complaint for Permanent Injunction and Other Equitable Relief (“Amended Complaint”), pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101-6108, to secure temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, disgorgement of ill-gotten gains, and other equitable relief for Defendants’ acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and in violation of the FTC’s Trade Regulation Rule entitled “Telemarketing Sales Rule” (“TSR”), 16 C.F.R. Part 310.

The FTC now having filed its Motion for Entry of Default Judgment and Order for Permanent Injunction And Other Equitable Relief Against Corporate Defendants JPM Accelerated Services Inc.; IXE Accelerated Financial Centers LLC; IXE Accelerated Services Inc.; IXE Accelerated Service Centers Inc.; MGA Accelerated Services Inc.; World Class Savings Inc.; Accelerated Savings Inc.; and B&C Financial Group Inc. (“Motion”), and the Court having considered the FTC’s Motion, and supporting exhibits, and the entire record in this matter, the FTC’s Motion is hereby granted, and **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

**FINDINGS**

1. This is an action by the Commission instituted under Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, the Telemarketing Act, 15 U.S.C. §§ 6101-6108, and the TSR, 16 C.F.R. Part 310. Pursuant to these statutes and regulations, the Commission has the authority to seek the relief contained herein.
2. The Commission’s Amended Complaint states claims upon which relief may be granted under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a), 53(b), and 57b, the Telemarketing Act, 15 U.S.C. §§ 6101-6108, and the TSR, 16 C.F.R. Part 310.
3. This Court has jurisdiction over the subject matter of this case and personal jurisdiction over the parties hereto.
4. Venue in the United States District Court for the Middle District of Florida is proper pursuant to 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and (c).
5. The activities of Defendants are “in or affecting commerce” as “commerce” is

defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

6. Defendants JPM Accelerated Services Inc.; IXE Accelerated Financial Centers LLC; IXE Accelerated Services Inc.; IXE Accelerated Service Centers Inc.; MGA Accelerated Services Inc.; World Class Savings Inc.; Accelerated Savings Inc.; and B&C Financial Group Inc. (“Corporate Defendants”) were properly served with the Summons and Complaint, and with the Amended Complaint, in this matter, but failed to file any responsive pleading as required by Fed. R. Civ. P. 12(a). The Clerk entered Corporate Defendants’ default by Order dated February 16, 2010.

7. The factual allegations in the FTC’s Amended Complaint are taken as true against Corporate Defendants. Based on these facts, the Court finds that Corporate Defendants, in numerous instances, falsely represented that they would:

- a. substantially lower consumers’ credit card interest rates in all or virtually all instances;
- b. save consumers thousands of dollars in a short time in all or virtually all instances as a result of lowered credit card interest rates;
- c. enable consumers to pay off their debts much faster, typically three to five times faster, in all or virtually all instances, as a result of lowered credit card interest rates; and
- d. provide full refunds if consumers do not save thousands of dollars in a short time as a result of lowered credit card interest rates,

in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the TSR, 16 C.F.R.

§§ 310.3(a)(2)(iii) and 310.3(a)(2)(iv), as alleged in Counts I-III of the Amended Complaint.

8. The Court further finds that Corporate Defendants, in numerous instances, in connection with telemarketing:

- a. engaged, or caused a telemarketer to engage, in initiating an outbound telephone call to a person's telephone number on the National Do Not Call Registry, in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B), as alleged in Count IV of the Amended Complaint;
- b. engaged, or caused a telemarketer to engage, in initiating an outbound telephone call to a person who previously has stated that he or she does not wish to receive an outbound telephone call made by or on behalf of Defendants, in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(A), as alleged in Count V of the Amended Complaint;
- c. abandoned, or caused a telemarketer to abandon, an outbound telephone call by failing to connect the call to a sales representative within two (2) seconds of the completed greeting of the person answering the call, in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iv), as alleged in Count VI of the Amended Complaint;
- d. failed to transmit, or caused telemarketers to fail to transmit, the telephone number and name of the telemarketer or of Defendants to any caller identification service in use by a recipient of a telemarketing call, in violation of the TSR, 16 C.F.R. § 310.4(a)(7), as alleged in

Count VII of the Amended Complaint;

- e. made or caused telemarketers to make outbound telephone calls in which the telemarketer failed to disclose promptly and in a clear and conspicuous manner to the person receiving the call (a) the identity of the seller, (b) that the purpose of the call is to sell goods or services, or (c) the nature of the goods or services, in violation of the TSR, 16 C.F.R. § 310.4(d), as alleged in Count VIII of the Amended Complaint; and
- f. on or after December 1, 2008, initiated, or caused a telemarketer to initiate, outbound telephone calls delivering prerecorded messages that do not promptly disclose the identity of the seller, that the purpose of the call is to sell goods or services, or the nature of the goods or services, in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(v)(B)(ii), as alleged in Count IX of the Amended Complaint.

9. It is proper in this case to enter a permanent injunction to prevent a recurrence of Corporate Defendants' violations of the FTC Act, 15 U.S.C. § 45(a), and the TSR, 16 C.F.R. Part 310, and to enter equitable monetary relief against Corporate Defendants for the amount of consumer injury caused by their unlawful practices.

10. The Court finds that the amount of consumer injury caused by the unlawful practices of Defendants JPM Accelerated Services Inc.; IXE Accelerated Service Centers Inc.; MGA Accelerated Services Inc.; World Class Savings Inc.; Accelerated Savings Inc.;

and B&C Financial Group Inc. (“JPM Corporate Defendants”) is \$5,935,680.63.

11. The Court finds that the amount of consumer injury caused by the unlawful practices of Defendants IXE Accelerated Financial Centers LLC; and IXE Accelerated Services Inc. (“IXE Corporate Defendants”) is \$3,200,000.00.

12. This Default Judgment And Order For Permanent Injunction And Other Equitable Relief Against Corporate Defendants (“Order”) is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

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

### **DEFINITIONS**

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

1. **“Asset” or “Assets”** means any legal or equitable interest in, right to, or claim to, any real or personal property, including, but not limited to, “goods,” “instruments,” “equipment,” “fixtures,” “general intangibles,” “inventory,” “checks,” or “notes” (as these terms are defined in the Uniform Commercial Code), lines of credit, chattels, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and all cash, wherever located.

2. **“Assisting others”** includes but is not limited to: (1) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints; (2) formulating or providing, or arranging for the formulation or provision of, any sales script or other marketing material; (3) providing names of, or assisting in the generation of, potential customers; (4) performing or providing marketing or billing services

of any kind; (5) acting as an officer or director of a business entity; or (6) providing telemarketing services.

3. **“Caller identification service”** means a service that allows a telephone subscriber to have the telephone number, and, where available, name of the calling party transmitted contemporaneously with the telephone call, and displayed on a device in or connected to the subscriber’s telephone.

4. **“Individual Defendants”** means Jeanie B. Robertson; Brooke Robertson; Ivan X. Estrella; Jaime M. Hawley; Kimberly Nelson; Paige Dent; Alexander J. Dent; Micha S. Romano; Paul Pietrzak; and Ashley M. Westbrook, and by whatever other names each may be known.

5. **“Corporate Defendants”** means JPM Accelerated Services Inc.; IXE Accelerated Financial Centers LLC; IXE Accelerated Services Inc.; IXE Accelerated Service Centers Inc.; MGA Accelerated Services Inc.; World Class Savings Inc.; Accelerated Savings Inc.; and B&C Financial Group Inc.; and their successors and assigns, as well as any subsidiaries, and any fictitious business entities or business names created or used by these entities, or any of them.

6. **“JPM Corporate Defendants”** means JPM Accelerated Services Inc.; IXE Accelerated Service Centers Inc.; MGA Accelerated Services Inc.; World Class Savings Inc.; Accelerated Savings Inc.; and B&C Financial Group Inc.; and their successors and assigns, as well as any subsidiaries, and any fictitious business entities or business names created or used by these entities, or any of them.

7. **“IXE Corporate Defendants”** means IXE Accelerated Financial Centers LLC; and IXE Accelerated Services Inc.; and their successors and assigns, as well as any subsidiaries, and any fictitious business entities or business names created or used by these entities, or any of them.

8. **“Defendants”** means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

9. **“Receivership Defendants”** means JPM Accelerated Services Inc.; IXE Accelerated Financial Centers LLC; IXE Accelerated Services Inc.; IXE Accelerated Service Centers Inc.; MGA Accelerated Services Inc.; World Class Savings Inc.; Accelerated Savings Inc.; and B&C Financial Group Inc., and their successors and assigns, as well as any subsidiaries, and any fictitious business entities or business names created or used by these entities, or any of them.

10. **“Debt Relief Service”** means any product or service represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more unsecured creditors or debt collectors, including, but not limited to, a reduction in the balance, interest rate, or fees owed by a consumer to an unsecured creditor or debt collector.

11. **“Document” or “Documents”** means any materials listed in Federal Rule of Civil Procedure 34(a) and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, into reasonably usable form through detection

devices. A draft or nonidentical copy is a separate Document within the meaning of the term.

12. **“Established business relationship”** means a relationship between the seller and a person based on: (a) the person’s purchase, rental, or lease of the seller’s goods or services or a financial transaction between the person and seller, within the eighteen (18) months immediately preceding the date of the telemarketing call; or (b) the person’s inquiry or application regarding a product or service offered by the seller, within the three (3) months immediately preceding the date of a telemarketing call.

13. **“Financial Institution”** means any bank, savings and loan institution, credit union, or any financial depository of any kind, including, but not limited to, any brokerage house, trustee, broker-dealer, escrow agent, title company, commodity trading company, or precious metal dealer.

14. **“Financial related product or service”** means any product or service represented, directly or by implication, to:

- a. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards;
- b. improve, or arrange to improve, any consumer’s credit record, credit history, or credit rating;
- c. provide advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer’s credit record, credit history, or credit rating;
- d. provide any consumer, arrange for any consumer to receive, or assist

- any consumer in receiving, a loan or other extension of credit; or
- e. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving any service represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more secured creditors, servicers, or debt collectors.

15. **“Material”** means likely to affect a person’s choice of, or conduct regarding, goods or services.

16. **“National Do Not Call Registry”** means the National Do Not Call Registry, which is the “do-not-call” registry maintained by the Federal Trade Commission pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(B).

17. **“Outbound telephone call”** means a telephone call initiated by a telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.

18. **“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.

19. **“Plaintiff”** means the Federal Trade Commission (“Commission” or “FTC”).

20. **“Representatives”** means Corporate Defendants’ officers, agents, servants, employees and attorneys, and other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise.

21. **“Seller”** means any person who, in connection with a telemarketing

transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration, whether or not such person is under the jurisdiction of the Federal Trade Commission.

22. **“Telemarketer”** means any person who, in connection with telemarketing, initiates or receives telephone calls to or from a customer or donor.

23. **“Telemarketing”** means a plan, program, or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310) which is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

## ORDER

### I. PERMANENT BAN ON DELIVERING PRERECORDED MESSAGES

**IT IS THEREFORE ORDERED** that Corporate Defendants, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from initiating outbound telephone calls delivering prerecorded messages.

### II. PERMANENT BAN ON MARKETING DEBT RELIEF SERVICES

**IT IS FURTHER ORDERED** that Corporate Defendants, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from engaging in, participating in, or assisting others in the marketing,

telemarketing, advertising, promotion, offering for sale, or sale of Debt Relief Services.

**III. PROHIBITED PRACTICES RELATING TO  
FINANCIAL RELATED PRODUCTS OR SERVICES**

**IT IS FURTHER ORDERED** that Corporate Defendants and their Representatives, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, or any of them, in connection with the advertising, marketing, promotion, offering for sale or sale of any financial related product or service, are hereby permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:

- A. Any person's ability to improve or otherwise affect a consumer's credit record, credit history, or credit rating or ability to obtain credit;
- B. That any person can improve substantially any consumer's credit record, credit history, or credit rating by permanently removing negative information from the consumer's credit record, credit history, or credit rating, even where such information is accurate and not obsolete;
- C. That any person can obtain a modification of any loan or mortgage or postpone or cancel the foreclosure of any property by renegotiating, settling, or in any other way altering the terms of payment or other terms of the debt between a consumer and one or more secured creditors, servicers, or debt collectors; or
- D. That a consumer will receive legal representation.

**IV. PROHIBITED PRACTICES RELATING TO ANY GOODS OR SERVICES**

**IT IS FURTHER ORDERED** that Corporate Defendants and their Representatives, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, or any of them, in connection with the advertising, marketing, promotion, offering for sale or sale of any good, service, plan, or program, are hereby permanently restrained and enjoined from:

A. Misrepresenting, or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:

1. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including, but not limited to, 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 total costs to purchase, receive, or use, or the quantity of, the good or service;

4. Any material restriction, limitation, or condition on purchasing, receiving, or using the good or service; and

5. Any material aspect of the performance, efficacy, nature, or characteristics of the good or service; and

B. Engaging in, causing other persons to engage in, or assisting other persons to engage in, violations of the TSR, including, but not limited to:

1. Misrepresenting, expressly or by implication, any material fact, including, but not limited to:

a. Any material aspect of the performance, efficacy, nature, or central characteristics of the good or service; or

b. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy for the good or service.

2. Initiating any outbound telephone call to any person at a telephone number on the National Do Not Call Registry unless the seller proves that:

a. The seller has obtained the express agreement, in writing, of such person to place calls to that person. Such written agreement shall clearly evidence such person's authorization that calls made by or on behalf of a specific party may be placed to that person, and shall include the telephone number to which the calls may be placed and the signature of that person; or

b. The seller has an established business relationship with such person and that person has not previously stated that he or she does not wish to receive outbound telephone calls made by or on behalf of the seller.

3. Initiating any outbound telephone call to a person when that person has previously stated that he or she does not wish to receive outbound telephone calls made by or on behalf of either a seller whose goods or services are being offered, or a charitable

organization for which a charitable contribution is being solicited.

4. Abandoning, or causing others to abandon, any outbound telephone call to a person by failing to connect the call to a live operator within two seconds of the person's completed greeting, unless Corporate Defendants or their Representatives prove that the following four conditions are met:

a. Corporate Defendants and their Representatives employ technology that ensures abandonment of no more than three percent of all calls answered by a person, measured over the duration of a single calling campaign, if less than thirty days, or separately over each successive 30-day period or portion thereof that the campaign continues;

b. Corporate Defendants and their Representatives, for each telemarketing call placed, allow the telephone to ring for at least fifteen seconds or four rings before disconnecting an unanswered call;

c. Whenever a live operator is not available to speak with the person answering the call within two seconds after the person's completed greeting, Corporate Defendants or their Representatives promptly play a recorded message that states the name and telephone number of the seller on whose behalf the call was placed; and

d. Corporate Defendants or their Representatives retain records, in accordance with 16 C.F.R. § 310.5(b)-(d), establishing compliance with the preceding three conditions.

5. Failing to transmit or cause to be transmitted to any caller identification service in use by a recipient of a telemarketing call: (i) the telephone number of

the telemarketer making the call, or the telephone number for customer service of the seller on whose behalf the call is made, and, (ii) when made available by the telemarketer's carrier, the name of the telemarketer or seller to any caller identification service in use by a recipient of a telemarketing call; and

6. Failing to disclose truthfully, promptly and in a clear and conspicuous manner the identity of the seller, that the purpose of the call is to sell goods or services, and the nature of the goods or services.

Provided, *however*, that if the Commission promulgates any rule that modifies or supersedes the Telemarketing Sales Rule, in whole or part, Corporate Defendants shall comply fully and completely with all applicable requirements thereof, on and after the effective date of any such rule.

#### **V. MONETARY JUDGMENTS**

**IT IS FURTHER ORDERED** that:

A. Judgment is hereby entered in favor of Plaintiff, and against the JPM Corporate Defendants, jointly and severally, in the amount of Five Million, Nine Hundred Thirty-Five Thousand, Six Hundred Eighty U.S. Dollars, and Sixty-Three Cents (\$5,935,680.63), as equitable monetary relief for consumer injury;

B. Judgment is hereby entered in favor of Plaintiff, and against the IXE Corporate Defendants, jointly and severally, in the amount of Three Million, Two Hundred Thousand U.S. Dollars (\$3,200,000.00), as equitable monetary relief for consumer injury;

C. Upon entry of this Order, these monetary judgments shall become immediately

due and payable, and interest, computed pursuant to 28 U.S.C. § 1961(a), as amended, immediately shall begin to accrue upon any unpaid balance;

D. All payments under this Section shall be made by wire transfer in accord with directions provided by the Commission, or as otherwise agreed by the Commission; and

E. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress, and any attendant expenses for the administration of such equitable relief. Corporate Defendants shall cooperate fully to assist the Commission in identifying consumers who may be entitled to redress pursuant to this Order. If the Commission determines, in its sole discretion, that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Amended Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Corporate Defendants shall have no right to challenge the Commission's choice of remedies under this Part. Corporate Defendants shall have no right to contest the manner of distribution chosen by the Commission. This judgment for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment, or forfeiture.

**VI. CUSTOMER INFORMATION**

**IT IS FURTHER ORDERED** that Corporate Defendants and their Representatives are permanently restrained and enjoined from:

A. 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's account (including a credit card, bank account, or other financial account), of any person which any Defendant obtained prior to entry of this Order in connection with the marketing of any debt relief service or telemarketing call delivering a prerecorded message; and

B. Failing to dispose of such customer information in all forms in their possession, custody, or control within thirty (30) days after entry of this Order. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed.

*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 a law, regulation, or court order.

**VII. PROHIBITION ON COLLECTING ON ACCOUNTS**

**IT IS FURTHER ORDERED** that Corporate Defendants and their Representatives, whether acting directly, or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from attempting to collect, collecting, or assigning any right to collect payment from any consumer who purchased or agreed to purchase any Defendant's debt relief service.

**VIII. COMPLETION OF RECEIVERSHIP**

**IT IS FURTHER ORDERED** that the appointment of Robert Morrison as Permanent Equity Receiver ("Receiver") over JPM Accelerated Services Inc.; IXE Accelerated Financial Centers LLC; IXE Accelerated Services Inc.; IXE Accelerated Service Centers Inc.; MGA Accelerated Services Inc.; World Class Savings Inc.; Accelerated Savings Inc.; and B&C Financial Group Inc., pursuant to Section VII of the Amended Preliminary Injunction entered on December 11, 2009, and Section VII of the Stipulated Preliminary Injunction As To Defendants IXE Accelerated Financial Centers LLC And Jaime M. Hawley entered on December 31, 2009, is hereby continued as modified by this Section.

- A. The Receiver is directed and authorized to accomplish the following:
1. Complete, as necessary, the liquidation of the assets of the Receivership Defendants;
  2. Prepare and submit a final report describing the Receiver's activities pursuant to this Order, and a final application for compensation and expenses; and
  3. Distribute to the Commission any remaining liquid assets at the

conclusion of the Receiver's duties, in partial satisfaction of the monetary judgments set forth in this Order.

B. Upon completion of the above tasks, the duties of the Receivership shall terminate, and the Receiver shall be discharged.

**IX. TURNOVER OF ASSETS HELD BY THIRD PARTIES**

**IT IS FURTHER ORDERED** that, in order to partially satisfy the monetary judgments set forth in Section V above, any financial or brokerage institution, escrow agent, title company, commodity trading company, automated clearing house, network transaction processor, payment processor, business entity, or person that holds, controls, or maintains custody of any account or asset of any Corporate Defendant, or any account, asset or reserve held on behalf of, or for the current or future benefit of, any Corporate Defendant, shall, if they have not already done so, turn over such account or asset to the Receiver, or, if the Receiver has been discharged, to the Commission, by wire transfer pursuant to directions provided by the Receiver or the Commission, or as otherwise agreed to in writing by the Receiver or the Commission, within ten (10) business days of receiving notice of this Order by any means, including, but not limited to, via facsimile.

**X. COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring and investigating compliance with any provision of this Order:

A. Within ten (10) days of receipt of written notice from a representative of the Commission, Corporate Defendants each shall submit additional written reports, which are

true and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in each Corporate Defendant's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission is authorized to use all other lawful means, including but not limited to:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69;

2. having its representatives pose as consumers and suppliers to Corporate Defendants, their employees, or any other entity managed or controlled in whole or in part by any Corporate Defendant, without the necessity of identification or prior notice; and

C. Corporate Defendants each shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

*Provided, however,* that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

## **XI. COMPLIANCE REPORTING**

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this Order may be monitored:

A. For a period of five (5) years from the date of entry of this Order, Corporate Defendants shall notify the Commission of any changes in structure of any Corporate Defendant or any business entity that any Corporate Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including but not limited to: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any such change in the business entity about which a Corporate Defendant learns less than thirty (30) days prior to the date such action is to take place, such Corporate Defendant shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of five (5) years, Corporate Defendants each shall provide a written report to the FTC, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order. This report shall include, but not be limited to:

1. A copy of each acknowledgment of receipt of this Order, obtained

pursuant to the Section titled "Distribution of Order;" and

2. Any other changes required to be reported under Subsection A of this Section.

C. Each Corporate Defendant shall notify the Commission of the filing of a bankruptcy petition by such Defendant within fifteen (15) days of filing.

D. For the purposes of this Order, Corporate Defendants shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission, to the following address:

Associate Director for Enforcement  
Bureau of Consumer Protection  
Federal Trade Commission  
600 Pennsylvania Avenue, N.W.  
Washington, D.C. 20580  
Re: FTC v. JPM Accelerated Services Inc., et al., Matter No. X100009

*Provided that*, in lieu of overnight courier, Corporate Defendants may send such reports or notifications by first-class mail, but only if Corporate Defendants contemporaneously send an electronic version of such report or notification to the Commission at: DEBrief@ftc.gov.

E. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with each Corporate Defendant.

## **XII. RECORD KEEPING PROVISIONS**

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Order, Corporate Defendants are hereby restrained and enjoined from failing to

create and retain the following records:

A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;

B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly or indirectly, such as through a third party) and any responses to those complaints or requests;

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and

F. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled "Distribution of Order" and "Acknowledgment of Receipt of Order" and all reports submitted to the FTC pursuant to the Section titled "Compliance Reporting."

### **XIII. DISTRIBUTION OF ORDER**

**IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of

entry of this Order, Corporate Defendants shall deliver copies of the Order as directed below:

A. Each Corporate Defendant must deliver a copy of this Order to (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents, and representatives who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

B. Corporate Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

**XIV. ACKNOWLEDGMENT OF RECEIPT OF ORDER**

**IT IS FURTHER ORDERED** that each Corporate Defendant, within five (5) business days of receipt of this Order as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

**XV. SEVERABILITY**

**IT IS FURTHER ORDERED** that the provisions of this Order are separate and severable from one another. If any provision is stayed or determined to be invalid, the remaining provisions shall remain in full force and effect.

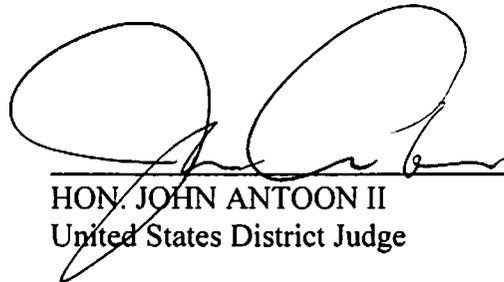
**XVI. RETENTION OF JURISDICTION**

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

**JUDGMENT IS THEREFORE ENTERED** in favor of the Plaintiff and against Corporate Defendants, pursuant to all the terms and conditions recited above.

**IT IS SO ORDERED.**

Dated: Feb. 16, 2011

  
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HON. JOHN ANTOON II  
United States District Judge