

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 06-20168 - CIV

U.S. District Judge Altonaga / U.S. Magistrate Judge Turnoff

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

**REMOTE RESPONSE CORPORATION,
et. al.,**

Defendants.

**AMENDED¹ STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION AND
MONETARY JUDGMENT AS TO DEFENDANT JOSEPH BENSABAT**

The Federal Trade Commission (the “Commission” or “FTC”) filed this action, pursuant to Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, against Remote Response Corporation (also doing business as Amerikash, Global-Amerikash, Instant Way, and Amerikhealth) (“Remote Response”), Alberto M. Salama (“Alberto Salama”), Samuel M. Salama (“Samuel Salama”), Elias M. Salama (“Elias Salama”), Joseph Bensabat (“Defendant Bensabat” or “Defendant”), Instant Way Corporation (“Instant Way”), and German Espitia (“Espitia”). The First Amended Complaint alleges violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); the Telemarketing and Consumer Fraud and

¹ The Order has been amended to reflect the parties’ signatures.

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Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101 *et seq.*; the Telemarketing Sales Rule (“TSR”), 16 C.F.R. Part 310; the Electronic Fund Transfer Act (“EFTA”), 15 U.S.C. §§ 1693-1693r; and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b) (“Regulation E”).

The Commission filed the initial complaint, which named Espitia, Instant Way, Alberto Salama, and Remote Response, on January 23, 2006, along with a motion for a temporary restraining order, appointment of receivers, and asset freezes. On February 15, 2006, the Court entered the Stipulated Preliminary Injunction with Asset Freeze, Appointment of Permanent Receivers, and Other Equitable Relief (“First Preliminary Injunction”) as to Defendants Remote Response, Instant Way, Espitia, and Alberto Salama. On June 5, 2006, the Commission filed its First Amended Complaint, which made no change to the substantive allegations of the complaint, but named Elias Salama, Samuel Salama, and Defendant Bensabat as defendants. On June 20, 2006, the Court entered the Stipulated Preliminary Injunction With Asset Freeze and Other Equitable Relief as to Defendants Elias Salama and Samuel Salama (“Second Preliminary Injunction”). Defendant Bensabat, who was served with a copy of the First Amended Complaint on September 22, 2006, is not represented by counsel in this matter, and has not yet answered the First Amended Complaint.

The Commission, through its undersigned attorneys, and Defendant Bensabat, despite having been counseled to obtain counsel, on his own behalf *pro se*, stipulate to entry of this Stipulated Final Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters of dispute between them.

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IT IS THEREFORE STIPULATED, AGREED, AND ORDERED AS FOLLOWS:

FINDINGS

1. This Court has jurisdiction of the subject matter of this case and over all parties hereto. On September 22, 2006, Defendant Bensabat voluntarily waived service of process of the First Amended Complaint. On the same date, pursuant to the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (“Hague Convention”), he was served with a copy of a summons and the First Amended Complaint, which service was witnessed by a Venezuelan Notary. Defendant Bensabat agrees that he was served in compliance with the Hague Convention and further agrees not to challenge service of process in connection with this matter, including in any action to enforce this Order.
2. Venue in the Southern District of Florida is proper under 28 U.S.C. §§ 1391(b) and (c) and 15 U.S.C. § 53(b).
3. The alleged actions of Defendant Bensabat are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. The allegations of the First Amended Complaint state a claim upon which relief can be granted against Defendant Bensabat 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 *et seq.*; the TSR, 16 C.F.R. Part 310; Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a); and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).
5. The First Amended Complaint alleges that Defendant Bensabat was unjustly enriched, and that consumers throughout the United States have suffered injury as a result of Defendant’s unlawful acts or practices in the amount of total sales to consumers of \$4,163,558.35.

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6. This order is remedial in nature and shall not be construed as the payment of a fine, penalty, punitive assessment, or forfeiture.
7. The entry of this Order, as set forth below, is in the public interest, and there being no just reason for delay, the Clerk of the Court is directed to enter final judgment immediately.
8. This Order shall not be construed as an admission of liability by Defendant Bensabat for the unfair or deceptive trade practices or other violations of law alleged in the First Amended Complaint.
9. Defendant Bensabat has waived all rights to seek judicial review or otherwise challenge or contest the validity of this Order, and further waives and releases any claim he may have against the FTC, its employees, and agents, including any claims that may arise for attorneys' fees or other costs under the Equal Access to Justice Act, 28 U.S.C. § 2412, *as amended*.
10. The parties shall each bear their own costs and attorneys' fees incurred in this action.

DEFINITIONS

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

1. "Advance fee credit card" means a credit card offered for sale in exchange for a fee or similar payment by the purchaser prior to issuance of a credit card or account.
2. "Assets" means any legal or equitable interest in, right to, or claim to, any real and personal property, including, but not limited to, chattel, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds, premises, mail or other deliveries, shares of stock, lists of consumer names, inventory, checks, notes, accounts, credits, receivables, funds, and all cash, wherever located.

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3. “ATM card” means a card used in an automated teller machine (“ATM”) which may access a credit or a debit account to obtain funds, complete banking inquiries, and/or fund transfers between accounts.
4. “Consumer” means a purchaser, customer, subscriber, or natural person.
5. “Credit card” means any card, plate, coupon book, or other credit device existing for the purpose of obtaining money, property, labor, or services on credit.
6. “Debit card” means any card that allows the consumer to access a checking or savings account electronically for the purpose of obtaining money, property, labor, or services.
7. “Document” is synonymous in meaning and equal in scope to the usage of the term 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 the information can be obtained and translated, if necessary, into reasonably usable form through detection devices. A draft or non-identical copy is a separate document within the meaning of the term.
8. “Electronic fund transfer” means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer’s account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, direct deposits or withdrawals of funds, transfers initiated by telephone, and transfers resulting from debit card transactions, whether or not initiated through an electronic terminal.

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9. “Free-to-pay conversion” means, in an offer or agreement to sell or provide any goods or services, a provision under which a customer receives a product or service for free for an initial period and will incur an obligation to pay for the product or service if he or she does not take affirmative action to cancel before the end of that period.

10. “Health discount plan” means any plan that, for payment of a membership fee, provides to consumers a list of health care providers or sellers of health-related products who offer discounts to members of the plan.

11. “Person” means any individual, group, unincorporated association, limited liability company, limited or general partnership, corporation, or other business entity.

12. “Preauthorized electronic fund transfer” means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

13. “Receivership Defendant” means Remote Response and its successors and assigns.

14. “Remote Response Receiver” means Gerald B. Wald, Esq. of Murai, Wald, Biondo, Moreno & Brochin, Two Alhambra Plaza, Penthouse 1B, Coral Gables, Florida 33134, appointed by this Court as Permanent Receiver for Remote Response.

15. “Stored value card” means any prepaid card that is funded by the consumer in advance of use and may be used up to the amount funded by the consumer, less any applicable fees, for the purpose of obtaining property, labor, or services.

16. “Telemarketing” means any plan, program, or campaign (whether or not covered by the TSR) that is conducted to induce the purchase of goods or services or charitable contribution by means of the use of one or more telephones.

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17. “Upselling” means soliciting the purchase of goods or services following an initial transaction during a single telephone call. The upsell is a separate telemarketing transaction, not a continuation of the initial transaction.

PERMANENT BAN

I.

IT IS THEREFORE ORDERED that:

A. Defendant Bensabat, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, is hereby permanently restrained and enjoined from engaging in, assisting others in, receiving any remuneration of any kind whatsoever from, holding any ownership interest in, or serving as an employee, independent contractor, officer, director, member, partner, trustee, or general manager of, any business entity engaged, in whole or in part, in telemarketing;

B. Defendant Bensabat, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, is hereby permanently restrained and enjoined from engaging in, assisting others in, receiving any remuneration of any kind whatsoever from, holding any ownership interest in, or serving as an employee, independent contractor, officer, director, member, partner, trustee, or general manager of, any business entity engaged, in whole or in part, and by any means whatsoever, in the marketing, advertising, promoting, offering for sale, sale, or purported sale of any advance fee credit card, credit card, debit card, stored value card, ATM card, phone card, travel or gas voucher, vacation package discount, or health discount plan, or assisting others in the same; and

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C. Nothing in this Order shall be read as an exception to this Paragraph I.

PROHIBITED BUSINESS PRACTICES

II.

IT IS FURTHER ORDERED that, in connection with the advertising, promotion, offering for sale, or sale of products or services, Defendant Bensabat, and his assigns, agents, attorneys, servants, employees, salespersons, independent contractors, and all other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from making, or assisting others in making, any false or misleading representation, expressly or by implication, of any material fact, including, but not limited to, that:

- A. Consumers will receive specified products or services;
- B. Consumers will receive any specified products or services at no charge;
- C. The products or services consumers purchase or receive can be used in a specified manner or will bear certain material characteristics; and
- D. Consumers offered products or services as part of a free-to-pay conversion will:
 - 1. Be provided a free-trial period during which they may use the products or services without charge;
 - 2. Receive the products or services, or information necessary to use the products or services, prior to the expiration of the offered free-trial period;

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3. Be able to cancel the free-to-pay conversion offer during the time period and in the manner prescribed;
4. Not be charged for the products or services if they cancel the free-to-pay conversion offer during the time period and in the manner prescribed;
5. Not be charged for the products or services if they initially decline the free-to-pay conversion offer; and
6. Not be charged for the products or services other than in the amounts, manner, and frequency to which consumers agree, if they accept the free-to-pay conversion offer and do not cancel during the time period and in the manner prescribed.

III.

IT IS FURTHER ORDERED that, in connection with the advertising, promotion, offering for sale, or sale of products or services as part of a free-to-pay conversion, Defendant Bensabat, and his assigns, agents, attorneys, servants, employees, salespersons, independent contractors, and all other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from causing or assisting others in causing consumers' bank accounts to be electronically debited or credit or debit card accounts to be charged:

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- A. After a consumer declines or rejects an offer or agreement to sell such product or service;
- B. Prior to receipt by a consumer of any product, service, or information about such product or service represented to be received by a consumer before billing;
- C. Prior to expiration of any stated free-trial period;
- D. After a consumer has cancelled; and/or
- E. After a consumer has been, directly or indirectly, inhibited or thwarted in his or her ability to cancel.

PROHIBITION REGARDING PREAUTHORIZED ELECTRONIC FUND TRANSFERS

IV.

IT IS FURTHER ORDERED that, in connection with the sale of products or services to consumers, Defendant Bensabat and his assigns, agents, attorneys, servants, employees, salespersons, independent contractors, and all other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from making or assisting others in making preauthorized electronic fund transfers from a consumer's bank account without obtaining the consumer's written and signed or similarly authenticated authorization and providing a copy to the consumer.

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CUSTOMER LISTS

V.

IT IS FURTHER ORDERED that Defendant Bensabat and his assigns, agents, attorneys, servants, employees, salespersons, independent contractors, and all other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting individually or directly or indirectly through any corporation, limited liability company, partnership, subsidiary, division, trust, or other device, are hereby permanently restrained and enjoined from:

A. Selling, renting, leasing, transferring, or otherwise disclosing customer lists containing the name, address, social security number, date of birth, telephone number, credit card number, debit card number, bank account number, e-mail address, or other identifying information of any customer who purchased, or was solicited to purchase, the Amerikash Master Card, other incentive items, and/or the Amerikhealth discount health plan that are the subject of the First Amended Complaint, from any of the defendants in this action, at any time prior to entry of this Order, in connection with the telemarketing, advertising, promoting, offering for sale, or sale of any product or service, including, but not limited to, advance-fee credit cards, credit cards, debit cards, ATM cards, stored value cards, discount health cards, phone cards, travel or gas vouchers, or vacation package discounts; and

B. Making any use of customer lists referenced in this Paragraph V in any business, whether or not related to the present action;

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provided, however, that Defendant Bensabat may disclose such identifying information to a law enforcement agency or as required by any law, regulation, or court order.

MONETARY RELIEF

VI.

IT IS FURTHER ORDERED that judgment in the amount of \$4,163,558.35, which is the amount paid by approximately 30,674 consumers for the Amerikash Master Card, other incentive items, and the Amerikhealth discount health plan that are the subject of the First Amended Complaint, is hereby entered against Defendant Bensabat, jointly and severally, as equitable monetary relief, as follows:

A. Defendant Bensabat shall have no right, title, and interest to any assets frozen pursuant to the First or Second Preliminary Injunctions;

B. To the extent that the amount of frozen assets is insufficient to satisfy the judgment in full, there being no just reason for delay, the remaining portion of the judgment shall be immediately due and payable. Interest shall be computed at the rate prescribed under 28 U.S.C. § 1961, as amended, which shall be due from the date of entry of this Order, and the Commission shall be permitted to execute upon the judgment immediately and engage in discovery in aid of execution;

C. Defendant Bensabat relinquishes all dominion, control, and title to, and shall make no claim to, or demand for the return of, any funds paid to the Commission pursuant to this Paragraph VI, which shall be irrevocably paid to the Commission;

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D. Defendant Bensabat shall take no deduction, capital loss, write-off, or any other tax benefit on any federal or state tax return, amended tax return, IRS Form 1045, or any other tax filing, for all or any part of any payment (whether cash or non-cash) to the Commission toward satisfaction of the judgment. Defendant Bensabat's federal or state tax returns, amended returns, IRS Form 1045's, and other tax filings for tax years 2005 through 2008 not already submitted to federal or state tax authorities shall be prepared and signed by an independent CPA, and a copy of any such document, complete with all attachments, shall be submitted to the Commission at the same time it is submitted to the federal or state tax authority, by delivering it to: Associate Director, Federal Trade Commission, Division of Enforcement, 600 Pennsylvania Ave., NW, Mail Drop NJ-2122, Washington, D.C. 20580, by overnight delivery or facsimile at 202-326-2558;

E. The Commission and Defendant Bensabat acknowledge and agree that: (1) the judgment herein for equitable monetary relief is solely remedial in nature and no portion of any payments under such judgment shall be deemed a payment of any fine, penalty, punitive assessment, or forfeiture, and (2) any proceedings instituted under Paragraph VI are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings the Commission may initiate to enforce this Order;

F. Defendant Bensabat agrees that the facts as alleged in the First Amended Complaint filed in this action shall be taken as true, without further proof, in any subsequent litigation filed by the Commission to collect any unpaid amount or otherwise enforce its rights

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pursuant to this Order, including a nondischargeability action filed by, or on behalf of, the Commission in any bankruptcy case;

G. All funds paid pursuant to this Paragraph VI shall be deposited into a fund administered by the Commission or its agent, in its sole discretion, to be used for equitable relief, including, but not limited to, consumer redress and any attendant expenses for the administration of such equitable relief. 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 the practices alleged in the First Amended Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defendant shall have no right to challenge the Commission's choice of remedies under this Paragraph VI. G., and shall have no right to contest the manner of distribution chosen by the Commission;

H. Defendant Bensabat shall also furnish to the Commission, in accordance with 31 U.S.C. § 7701, his taxpayer identification numbers, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of Defendant Bensabat's relationship with the Government; and

I. Defendant Bensabat is further required, within ten (10) days after the entry of this Order, to provide the Commission with his social security number, and clear, legible, and full-size photocopies of all valid driver's licenses he possesses, which will be used for collection, reporting, and compliance purposes.

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COOPERATION WITH THE RECEIVER

VII.

IT IS FURTHER ORDERED that:

A. Defendant Bensabat and all other persons or entities served with a copy of this Order shall fully cooperate with and assist the Remote Response Receiver in taking possession, custody, or control of the assets of the Receivership Defendant. This cooperation and assistance shall include, but not be limited to: providing information to the Remote Response Receiver that he deems necessary in order to exercise his authority and to discharge his responsibilities as the Remote Response Receiver under the First and Second Preliminary Injunctions and this Order; providing any password required to access any computer, electronic file, or telephonic data in any medium; and advising all persons who owe money to the Receivership Defendant that all debts must be paid directly to the Remote Response Receiver;

B. Upon service of a copy of this Order, or other notice, all entities that hold assets of, or records related to, the Receivership Defendant, shall cooperate with all reasonable requests of the Remote Response Receiver relating to implementation of the First and Second Preliminary Injunctions and this Order, including transferring funds at the Remote Response Receiver's direction and producing records related to the assets and sales of the Receivership Defendant. The entities obligated to cooperate with the Remote Response Receiver under this provision include, but are not limited to, banks, broker-dealers, savings and loans, escrow agents, title companies, commodity trading companies, precious metals dealers, and other financial institutions and depositories of any kind, and all third-party billing agents, local exchange carriers, common

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carriers, and other telecommunications companies, that have transacted business with the Receivership Defendant; and

C. Unless directed by the Remote Response Receiver, Defendant Bensabat is hereby restrained and enjoined from directly or indirectly:

1. Interfering with the Remote Response Receiver's ability to manage, or take custody, control, or possession of, the assets or documents subject to the Receivership;
2. Transacting any of the business of the Receivership Defendant;
3. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the possession or custody of, or in which an interest is held or claimed by, the Receivership Defendant or the Remote Response Receiver; and
4. Failing to cooperate with the Remote Response Receiver or his duly authorized agents in the exercise of their duties or authority under any order of this Court.

ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANT

VIII.

IT IS FURTHER ORDERED that, Defendant Bensabat, 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.

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DISTRIBUTION OF ORDER BY DEFENDANT

IX.

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, Defendant Bensabat shall deliver copies of the Order as directed below:

A. Defendant Bensabat as Control Person: For any business that Defendant Bensabat controls, directly or indirectly, or in which he has a majority ownership interest, Defendant Bensabat must deliver a copy of this Order to all principals, officers, directors, and managers of that business. Defendant Bensabat must also deliver copies of this Order to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within five (5) days of service of this Order upon Defendant Bensabat. For new personnel, delivery shall occur prior to them assuming their responsibilities;

B. Defendant Bensabat as employee or non-control person: For any business where Defendant Bensabat is not a controlling person of a business, but otherwise engages in conduct related to the subject matter of this Order, Defendant Bensabat must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct; and

C. Defendant Bensabat 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 Paragraph IX.

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COMPLIANCE REPORTING BY DEFENDANT

X.

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, Defendant Bensabat shall notify the Commission of the following:

1. Any changes in residence, mailing addresses, and telephone numbers of Defendant, within ten (10) days of the date of such change;
2. Any changes in employment status (including self-employment) of Defendant, and any change in the ownership of Defendant in any business entity, within ten (10) days of the date of such change. Such notice shall include the name and address of each business that Defendant is affiliated with, employed by, creates or forms, or performs services for; a statement of the nature of the business; and a statement of Defendant's duties and responsibilities in connection with the business or employment;
3. Any changes in Defendant's name or use of any aliases or fictitious names; and
4. Any changes in the corporate structure of Remote Response or any business entity that Defendant Bensabat directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including, but not limited to, a dissolution, assignment,

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sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which Defendant learns less than thirty (30) days prior to the date such action is to take place, 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, Defendant Bensabat shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which he has complied and is complying with this Order.

This report shall include, but not be limited to:

1. The then-current residence address, mailing addresses, and telephone numbers of Defendant Bensabat;
2. The then-current employment and business addresses and telephone numbers of Defendant Bensabat, a description of all business activities of each such employer or business, and the title and responsibilities of Defendant Bensabat, for each such employer or business;
3. A copy of each acknowledgment of receipt of this Order, obtained pursuant to Paragraph IX. C.; and

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4. Any other changes required to be reported under Paragraph X. A;
- C. For purposes of this Order, Defendant shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director
Bureau of Consumer Protection
Division of Enforcement
Federal Trade Commission
600 Pennsylvania Avenue, N.W. Mail
Drop NJ-2122
Washington, D.C. 20580
Re: *FTC v. Remote Response Corp.*, Civil Action No.
06cv20168 (S.D. Fla. 2006)

- D. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with Defendant Bensabat.

RECORD KEEPING PROVISIONS

XI.

IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Order, Defendant Bensabat, in connection with any business that he directly or indirectly manages, controls, or has a majority ownership interest in, and his agents, employees, and assigns, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, 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;

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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, indirectly, or through any third party) and any responses to those complaints or requests;

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials, including e-mail and Internet websites or web pages, regarding any good, service, company, or website disseminated by Defendant to any person; 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 Paragraphs VIII and IX of this Order, and all reports submitted to the Commission pursuant to Paragraphs X and XII of this Order.

COMPLIANCE MONITORING

XII.

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, Defendant Bensabat shall submit additional written reports, sworn to under penalty

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of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in such Defendant's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission is authorized to monitor compliance with this Order by all other lawful means, including, but not limited to, the following:

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, and 45; and
2. posing as consumers and suppliers to: Defendant Bensabat, Defendant's employees, or any entity managed or controlled in whole or in part by Defendant, without the necessity of identification or prior notice; and

C. Defendant Bensabat 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)).

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COMPLETE SETTLEMENT

XIII.

IT IS FURTHER ORDERED that entry of the foregoing Order shall constitute a final judgment and order in this matter. The entry of the foregoing order shall constitute a full, complete, and final settlement of this action.

SEVERABILITY

XIV.

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.

RETENTION OF JURISDICTION

XV.

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

SO STIPULATED:

FOR THE FEDERAL TRADE COMMISSION: FOR THE DEFENDANT:

JAMES A. KOHM
Associate Director for Enforcement

ROBERT KAYE
Assistant Director for Enforcement

 s/ Patricia F. Bak
PATRICIA F. BAK
EDWIN RODRIGUEZ

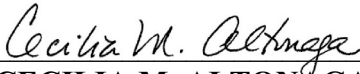
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JUDGMENT IS THEREFORE ENTERED pursuant to all the terms and conditions recited above.

DONE AND ORDERED in Chambers at Miami, Florida this 22nd day of August, 2007.



CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

cc: Magistrate Judge William C. Turnoff
counsel of record