

CLOSED

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

UNITED STATES OF AMERICA,

Plaintiff,

v.

**Civic Development Group, LLC,
CDG Management, LLC,
SCOTT PASCH, and
DAVID KEEZER;**

Defendants.

**Civil Action No. 2:07-cv-04593-
FSH-PS**

**STIPULATED ORDER FOR PERMANENT INJUNCTION
AND FINAL JUDGMENT AS TO DEFENDANT DAVID KEEZER**

WHEREAS Plaintiff the United States of America ("United States") filed a Complaint in this matter for civil penalties, consumer redress, injunctive, and other relief (the "Complaint") on September 24, 2007, pursuant to Sections 5, 13, 16, and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § § 45, 53, 56, and 57b, charging violations of a Federal Trade Commission ("FTC" or "Commission") Order and the Telemarketing Sales Rule in connection with the solicitation of charitable donations; and

WHEREAS the United States, the Commission, and Defendant David Keezer have consented to the entry of this Stipulated Order for Permanent Injunction and Final Judgment ("Order") to resolve all matters of dispute between them in this action;

NOW, THEREFORE, the United States, the Commission, and Defendant, having requested that the Court enter this Order, and the Court having considered the parties' request, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter and the parties pursuant to 28 U.S.C. §§ 1331 and 1337(a), and 15 U.S.C. § 53(b).
2. Venue is proper as to all parties in this District.
3. Defendant's activities are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. The Complaint states a claim upon which relief may be granted pursuant to Sections 5, 13, 16, and 19 of the FTC Act, 15 U.S.C. §§ 45, 53, 56, and 57b, and the Telemarketing Sales Rule, 16 C.F.R. § 310.
5. Defendant has entered into this Order freely and without coercion. Defendant further acknowledges that he has read the provisions of this Order and is prepared and able to abide by them.
6. The parties agree that this Order resolves all allegations in the Complaint. The parties waive all rights to seek appellate review or otherwise challenge or contest the validity of this Order. Defendant further waives and releases any claims he may have against the United States, the Commission, and any employees, representatives, or agents of either.
7. Defendant does not admit to the allegations in the Complaint other than the jurisdictional facts and entry of this Order does not constitute an admission of liability by the Defendant.
8. Defendant agrees that this Order does not entitle him to seek or to obtain attorneys' fees as a prevailing party under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996), and Defendant further waives any

right to attorneys' fees that may arise under said provision of law. The parties agree to bear their own costs and attorneys' fees.

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

DEFINITIONS

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

A. "Asset" means any legal or equitable interest in, right to, or claim to, any real and personal property, including without limitation, goods, instruments, equipment, fixtures, general intangibles, inventory, checks, and notes (as defined in the Uniform Commercial Code), and all chattels, leaseholds, contracts, shares of stock, lists of consumer names, mail or other deliveries, premises, accounts, funds, credits, receivables, checks, money orders, and cash, wherever located.

B. "Defendant" means David Keezer.

C. "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, email, electronic communications, webpages, websites, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

D. "Investing" means obtaining an ownership interest of more than one percent of a business entity.

E. "Person" means a natural person, a dealer, 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.

F. "Telemarketing" means any plan, program or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. § 310) that is conducted to induce the purchase of goods or services by means of the use of one or more telephones.

G. "Charitable Solicitation" means the solicitation of money or anything of value for the direct or indirect benefit, in whole or in part, of any entity which is, or is represented to be, a non-profit, or which has, or is represented to have, a charitable purpose, including, but not limited to, any entity that purports to benefit a law enforcement, veterans or firefighting organization(s); law enforcement, veterans, or firefighting personnel; or law enforcement, veterans, or firefighting program(s), regardless of whether the donor receives anything in return.

ORDER

I.

BAN ON TELEMARKETING

IT IS THEREFORE ORDERED that Defendant is permanently restrained and enjoined from engaging or participating in telemarketing, directly or through any intermediary, including, but not limited to, by consulting, brokering, planning, investing, outsourcing, or advertising.

II.

BAN ON CHARITABLE SOLICITATION

IT IS HEREBY ORDERED that Defendant is permanently restrained and enjoined from engaging or participating, directly or through any intermediary, including, but not limited to, by consulting, brokering, outsourcing, or planning, in any charitable solicitation, for which he,

individually or jointly, receives, attempts to receive, or reasonably would be expected to receive any financial benefit, whether monetary or through the provision of goods or services.

III.
INJUNCTION AGAINST MISREPRESENTATION

IT IS HEREBY ORDERED that, in connection with the advertising, marketing, promotion, offering for sale, sale, or distribution of any product or service, Defendant, his officers, agents, servants, contractors, and employees, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or through any intermediary, are permanently restrained and enjoined from making, or assisting others in making, expressly or by implication, any false or misleading material representation, including, but not limited to, representations concerning the cost, performance, efficacy, nature, characteristics, benefits, or safety of any product or service.

IV.
CIVIL PENALTY JUDGMENT

IT IS FURTHER ORDERED that judgment in the amount of eighteen million seven hundred seventy five thousand six hundred and ten dollars (\$18,775,610) is hereby entered against all Defendants as a civil penalty pursuant to Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A). This judgment is entered as ordered below and in the separate Order entered against Defendants Scott Pasch, Civic Development Group, LLC, and CDG Management, LLC.

A. Defendant is ordered to pay six million and three hundred thousand dollars (\$6,300,000) to satisfy his portion of the judgment, which shall be deemed paid as follows:

1. Within five (5) days of entry of this order, Defendant shall cooperate fully with the Liquidator appointed in Section V of this Order and take such other steps as the Liquidator may require to transfer all rights, title, and interest to the Liquidator, or to the Liquidator's designated trust, the financial accounts listed in Schedule A attached to this Order. The value of the assets in the accounts shall be in the amount listed on Schedule A and on Defendant's sworn financial statement executed on February 4, 2010, except that the value may differ only to the extent caused by changes to the market value of those assets, accrued interest, or deductions agreed upon since that date. Except as set forth in Section V.J of this Order, the costs and expenses of transferring such assets to the Liquidator shall be paid by the Liquidatorship.
2. Defendant waives all claims to, unconditionally releases, and consents to transfer to the Liquidator, or to his designated trust, possession and legal and equitable title of all personal property listed in Schedule B attached to this Order (the "Personal Property").
3. Defendant shall cooperate fully with the Liquidator and take such other steps as the Liquidator may require to transfer to the Liquidator, or to his designated trust, possession and legal and equitable title to all such Personal Property within 10 days of request by the Liquidator, including executing any documents, procuring the signatures of any person or entity under his control, providing access to the Personal Property and any

necessary information, and turning over the property. Except as set forth in Section V.J of this Order, the costs and expenses of transferring such assets to the Liquidator shall be paid by the Liquidatorship.

4. Until Defendant surrenders possession and legal and equitable title of the Personal Property to the Liquidator:
 - a. Defendant and Lori Keezer shall maintain and take no action to diminish the value of the Personal Property, including any structures, fixtures, and appurtenances thereto, in good working order and in the same condition as on the date he executed his sworn financial statement dated February 4, 2010;
 - b. Defendant shall remain current on all amounts due and payable on the Personal Property, including but not limited to tax, insurance, maintenance, and similar fees;
 - c. Defendant shall cause existing insurance coverage for the Personal Property to remain in force until the surrender of possession and legal and equitable title and shall both notify the insurance carrier(s) immediately of the appointment of the Liquidator and request that the Liquidator and the United States be added to the insurance policy or policies as additional insureds thereunder.
5. Within thirty (30) days of entry of this Order, unless otherwise agreed to in writing by the Liquidator and the United States, Defendant shall vacate and transfer possession and legal and equitable title to the Liquidator, or to

his designated trust, the Real Property located at 88 Ocean Avenue, Monmouth Beach, New Jersey (the "Real Property").

6. Defendant shall cooperate fully with the Liquidator and take such other steps as the Liquidator may require to transfer to the Liquidator, or to his designated trust, possession and legal and equitable title to the Real Property, including executing any documents, procuring the signatures of any person or entity under his control, providing access to the Real Property, providing any necessary information, and turning over the Real Property. Except as set forth in Section V.J of this Order, the costs and expenses of transferring the Real Property to the Liquidator shall be paid by the Liquidatorship.
7. Defendant represents that no encumbrances to the Personal Property or the Real Property have been added since execution of his sworn financial statement on February 4, 2010. Defendant represents that he will not add any such encumbrances after signing this Order. Defendant shall not add any such encumbrances after entry of this Order.
8. As long as they occupy the Real Property, Defendant and Lori Keezer shall maintain and take no action to diminish the value of the Real Property, including any structures, fixtures, and appurtenances thereto, in good working order and in the same condition as on the date he executed his sworn financial statement dated February 4, 2010.

9. Until Defendant transfers possession of the Real Property to the Liquidator:
- a. Defendant shall remain current on all amounts due and payable on the Real Property, including but not limited to tax, insurance, homeowner's assessments, reasonable and necessary maintenance, and similar fees;
 - b. Defendant shall cause existing insurance coverage for the Real Property to remain in force until the transfer of possession and shall both notify the insurance carrier(s) immediately of the appointment of the Liquidator and request that the Liquidator and the United States be added to the insurance policy or policies as additional insureds thereunder.
10. Nothing in this Order requires Defendant to pay any amount relating to or concerning the above described Personal or Real Property, including but not limited to any taxes, insurance, homeowner's assessments, maintenance, and similar fees, after Defendant has vacated and transferred possession and legal and equitable title of the Personal and Real Property to the Liquidator. The transfer of possession of the Real Property occurs when Defendant vacates the Real Property in "broom clean condition," delivers all keys and security codes, if any, to the Liquidator along with written notice that possession is surrendered, or has transferred legal and equitable title.

11. Defendant waives all claims to, unconditionally releases, and consents to the transfer to the Liquidator by the following corporate entities of possession and legal and equitable title of all their respective assets: Civic Development, LLC; CDG Management, LLC; Millennium Teleservices, LLC; Fundraising Processing Center, LLC; National Fundraising Consultants, LLC; National Pharmacy Discounts, LLC; MTSC Management, Inc.; Millennium Teleservices Canada Company; and SPDK, LLC (together, the "Corporations"). Defendant further assigns to the United States all rights, title, and interest in any claims he has against any of the Corporations and in the membership interest in or capital stock of the Corporations directly or indirectly owned by him.

B. Defendant's spouse, Lori Keezer, waives all claims to, unconditionally releases, and consents to transfer to the Liquidator possession and legal and equitable title of all assets referenced in this Section IV. Lori Keezer shall cooperate fully with the Liquidator and take such other steps as the Liquidator may require to transfer to the Liquidator, or to his designated trust, any and all of the assets referenced in this Section IV, including executing any documents, procuring the signatures of any person or entity under her control, providing access and any necessary information, and turning over such assets.

C. Defendant shall cooperate fully with the United States and the Commission and their agents in all attempts to collect the amounts due and effectuate the transfer of assets required pursuant to this Section. If Defendant fails to pay fully the amounts due or make the required transfers of assets at the time specified herein, then in addition to any other remedies

available, Defendant agrees to provide the United States and the Commission with his federal and state tax returns for the preceding two years, and to complete standard financial disclosure forms fully and accurately within ten (10) business days of receiving a request from the United States or the Commission to do so. In such an event, Defendant further authorizes the United States and the Commission to verify all information provided on his financial disclosure forms with all appropriate third parties, including but not limited to financial institutions.

D. In accordance with 31 U.S.C. § 7701, Defendant is required, unless already provided, to furnish to the United States and the Commission with his taxpayer identification number (employer identification number), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of his relationship with the government.

E. Defendant relinquishes all dominion, control, and title to the assets described in this Section IV and on Schedules A and B to the fullest extent permitted by law. Defendant shall make no claim to nor demand return of the assets, directly or indirectly, through counsel or otherwise.

F. This judgment represents a civil penalty owed to the United States Government, and is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7). For purposes of this Section, Defendant waives any right to contest any of the allegations in the Complaint in any subsequent civil litigation filed by or on behalf of the Commission or the United States to enforce their rights to any payment or money judgment pursuant to this Order.

H. Proceedings instituted under this Section 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 United States or the Commission may initiate to enforce this Order.

V.
APPOINTMENT AND DUTIES OF LIQUIDATOR RECEIVER

IT IS FURTHER ORDERED THAT Richard Trenk, Esq. of Trenk, DiPasquale, PC, 347 Mount Pleasant Avenue, Suite 300, West Orange, New Jersey is appointed as Liquidator Receiver ("Liquidator") with all the rights and powers of an equity receiver, over the Real Property described in Section IV.A.5 and all property listed in the attached Schedules A and B (collectively, the "Property").

A. As soon as reasonably possible, the Liquidator shall, at reasonable cost and in a commercially reasonable fashion, liquidate the Property. In liquidating the accounts listed in Schedule A, the Liquidator shall pay any necessary brokerage fees and taxes from the proceeds. After all of the Property has been liquidated, the Liquidator shall account for the net proceeds derived, and transfer all such net proceeds to the United States. The Liquidator shall make the transfer required by this paragraph by electronic fund transfer or certified or cashier's check in accordance with instructions provided by the Office of Consumer Litigation, Civil Division, U.S. Department of Justice, Washington, D.C. 20530.

B. Upon transfer of legal and equitable title and possession the Liquidator is authorized to assume responsibility for management of the Property, including but not limited to making disbursements for operating expenses as may be appropriate, undertaking repairs, and taking any other actions necessary to efficiently manage the Property and to maintain its value.

C. The Liquidator shall take all necessary action to procure appropriate insurance for the Property naming the Liquidator and the United States as insureds. The Liquidator may as an option keep in force the existing insurance coverage(s), each of which shall name the United States and the Liquidator as additional insureds thereunder.

D. The Liquidator shall have all necessary powers to operate and otherwise manage the Property including, without limitation, the following powers and responsibilities:

1. to take possession of the Property;
2. to supervise and oversee the management of the Property, including making payments and paying taxes as and when the Liquidator has funds available from the Property, or from the liquidation of the Property;
3. to employ such counsel, real estate agents, auctioneers, appraisers, accountants, contractors, other professionals, and other such persons as may be necessary in order to carry out his duties as Liquidator and to preserve, maintain, and protect the Property;
4. to determine or abrogate, in the Liquidator's sole sound business discretion, any or all agreements, contracts, understandings or commitments entered into by Defendant with respect to the Property to the extent permitted by applicable law;
5. to open new accounts with, or negotiate, compromise or otherwise modify the Defendant's existing obligations with third parties, including utility companies, other service providers or suppliers of goods and services related to the Property, and to otherwise enter into such agreements,

contracts, or understandings with such third parties as are necessary to maintain, preserve, and protect the Property;

6. to open new bank accounts with respect to the Liquidator's management and operation of the Property; and
7. to apply to this Court for further directions and for such further powers as may be necessary to enable the Liquidator to fulfill his duties.

E. The Liquidator shall keep a true and accurate account of any and all receipts and expenditures and periodically file with the Court a Liquidatorship Report under oath, accurately identifying all such revenues received and expenditures made, including adequately detailed information concerning income, expenses, payables and receivables. These periodic filings shall be served by the Liquidator on the Commission, the United States, Defendant, and their respective counsel.

F. Defendant and his agents, employees or other representatives are enjoined from interfering in any manner with the Liquidator's management and operation of the Property and the Defendant and his agents, employees or other representatives are enjoined and restrained from collecting any rents or profits which are now or hereafter become due with respect to all or any portion of the Property and from interfering in any way with United States' or the Liquidator's collection of such rents or profits.

G. The Liquidator shall not be bound by all or any unsecured contracts, agreements, understandings or other commitments in the nature of service contracts the Defendant had, has or may have with third parties with respect to the Property, whether oral or written, and the Liquidator shall be authorized, by affirmative written ratification executed by the Liquidator, to

agree to become bound by any such contracts, agreements, understandings or other commitments, or may agree to enter into new or amended contracts, agreements, understandings or other commitments.

H. Any and all sums collected by the Liquidator over and above those necessary to manage the Property or those necessary to make payments authorized by this Order shall be paid to the United States as directed by the United States.

I. The Liquidator is entitled to reasonable compensation for the performance of duties undertaken pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by him. The Liquidator's compensation and the compensation of any persons hired by him are to be paid solely from the Property and the proceeds of the sale of the Property, and such payments shall have priority over all other distributions except for any transfer fees, recording fees, or other payments owed through the transfer of the Property at the time of its sale.

J. The Liquidator shall file with the Court and serve on the parties a request for the payment of reasonable compensation at the time of the filing of periodic reports and no less than every sixty (60) days. The Liquidator shall not increase the fees or rates used as the bases for such fee applications without prior approval of the United States and the Court. The Defendant shall have no right to object to the Liquidator's fees or compensation. Absent a violation of this Order that causes the Liquidator to incur fees or expenses, Defendant shall not be liable for the Liquidator's fees or expenses beyond the amount paid pursuant to Section IV.

K. Upon the final transfer of all funds to the United States pursuant to this Section V the duties of the Liquidator shall terminate. The Liquidator shall file his final application for fees, complete liquidation, and terminate his service within 270 days of the execution of this

Order, unless good cause is shown to extend beyond 270 days. At the termination of Liquidator's duties, the Liquidator shall transfer any unliquidated right, title, and interest in the Property to the United States.

VI.
CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendant, and his agents, servants, and employees, and all other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise, are permanently restrained and enjoined from 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 any charitable solicitation or for-profit telemarketing in which he was involved. Defendant must either destroy or return to the rightful owner all other customer information in his possession within fourteen (14) days after entry of this Order.

VII.
COMPLIANCE MONITORING

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

A. Within ten (10) business days of receipt of written notice from a representative of the Commission or the United States, Defendant 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 Defendant's possession or direct or indirect control to inspect the business operation;

B. In addition, the Commission and the United States are 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 their representatives pose as consumers and suppliers to Defendant, his employees, or any other entity managed or controlled in whole or in part by Defendant, without the necessity of identification or prior notice; and

C. Defendant shall permit representatives of the Commission and the United States 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 or the United States' 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)).

VIII. 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, Defendant shall notify the Commission of the following:

1. Any changes in Defendant's residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;
2. Any changes in Defendant's employment status (including self-employment), and any change in Defendant's ownership of more than one percent of 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 detailed description of the nature of the business; and a detailed description of Defendant's duties and responsibilities in connection with the business or employment; and
3. Any changes in Defendant's name or use of any aliases or fictitious names within ten (10) days of the date of such change;
4. Any changes in structure of any business entity that Defendant directly or indirectly controls, or has a more than one percent 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 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 and annually thereafter for a period of eight (8) years, Defendant shall provide a written report to the Commission, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the manner and form in which he has complied and are complying with this Order. This report shall include, but not be limited to:

1. Defendant's then-current residence address, mailing addresses, and telephone numbers;
2. Defendant's then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that Defendant is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant's duties and responsibilities in connection with the business or employment;
3. A copy of each acknowledgment of receipt of this Order, obtained pursuant to the Section titled "Distribution of Order;" and
4. Any other changes required to be reported under Subsection A of this Section.

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

D. For the purposes of this Order, Defendant 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. Civic Development Group et al., C3810

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

E. For the purposes of this Order, Defendant and the Liquidator shall, unless otherwise directed in writing by a representative of the United States, identify all written notifications or other material required to be sent to the United States, as in reference to DJ# 102-3399, and send them by overnight courier to:

Director, Office of Consumer Litigation
U.S. Department of Justice - Civil Division
450 Fifth Street, NW, Suite 6400
Washington, DC 20001

F. For purposes of the compliance reporting and monitoring required by this Order, the Commission and the United States are authorized to communicate directly with Defendant.

IX.
RECORDKEEPING

IT IS FURTHER ORDERED that, in connection with the advertising, marketing, promotion, offering for sale, sale, or distribution of any product or service, for a period of ten (10) years from the date of entry of this Order, Defendant for any business for which he, individually or collectively, is the majority owner or directly or indirectly controls, is 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 Commission pursuant to the Section titled “Compliance Reporting.”

X.
DISTRIBUTION OF ORDER

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

A. For any business that Defendant controls, directly or indirectly, or in which Defendant has a majority ownership interest, Defendant must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business 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.2 of the Section titled “Compliance Reporting.” For current personnel, delivery shall be within five (5) days of service of this Order upon 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.2 of the Section titled “Compliance Reporting,” delivery shall be at least ten (10) days prior to the change in structure.

B. Defendant 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.

XI.
ACKNOWLEDGMENT OF RECEIPT OF ORDER

IT IS FURTHER ORDERED that 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.


XII
SEVERABILITY

IT IS FURTHER ORDER that if and to the extent that any provision in this Order is determined to be void or unenforceable as to any Defendant, then as to that Defendant that provision shall be deemed severable from the remaining provisions of this Order, which shall remain in full force and effect.

XII.
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.

SO ORDERED this 29th day of March 2010.


THE HONORABLE FAITH S. HOCHBERG
UNITED STATES DISTRICT JUDGE
United States District Court for the
District of New Jersey

STIPULATED AND AGREED TO:

FOR THE COMMISSION:

JAMES A. KOHM,
Associate Director,
Division of Enforcement

ROBERT S. KAYE,
Assistant Director,
Division of Enforcement



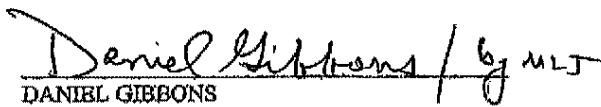
MATTHEW J. WILSHIRE, Attorney
Federal Trade Commission
Division of Enforcement
600 Pennsylvania Ave., N.W.
NJ-2122
Washington, D.C. 20580
202-326-2976 (tel)
202-326-2558 (fax)
mwilshire@ftc.gov

WILLARD K. TOM
General Counsel

**FOR THE PLAINTIFF
THE UNITED STATES OF AMERICA:**

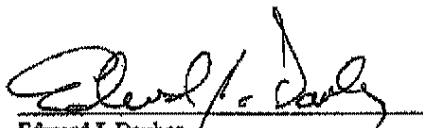
TONY WEST
Assistant Attorney General
Civil Division
U.S. Department of Justice

PAUL J. FISHMAN
United States Attorney for the
District of New Jersey

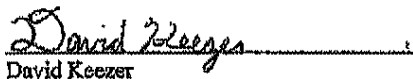


DANIEL GIBBONS
Assistant U.S. Attorney

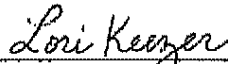
FOR THE DEFENDANT:



Edward J. Dauber
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973-643-1218 (fax)
Attorney for Defendant




David Keezer



Lori Keezer, as to Sections IV.A, IV.B and
V.F only

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Director
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SCHEDULE A (Financial Accounts)

	Balance as of 2/4/10
1. UBS Account Number [REDACTED]	\$2,532,442.30
2. UBS Account Number [REDACTED]	\$319,246.90
3. Citibank Account Number [REDACTED]	\$101,019.42
4. Citibank Account Number [REDACTED]	\$1,057,412.2
5. Citibank Account Number [REDACTED]	\$123,339.96
6. Citibank Account Number [REDACTED]	\$89,156.00
7. Citibank Account Number [REDACTED]	\$6,217.33
8. Citibank Account Number [REDACTED]	\$29,876.54
9. Wachovia Account Number [REDACTED]	\$39,355.69

SCHEDULE B (PERSONAL PROPERTY)

1. All of the vehicles (except the 2004 Range Rover, VIN Number SALME11464A146311), the boat, and the watercraft listed in the supplemental response to Item 21 of Defendant's sworn financial statement, and as listed below.

<u>Description</u>	<u>VIN No.</u>
2001 Range Rover	SALMP16481A459428
2006 Bentley	SCBBR53W46C036375
2007 Cadillac Escalade	1GYFK66817R376257
2007 Aspt Golf Cart	FL A61673
1997 Searay/Sundance Boat	Florida SERT2294D797
1997 SeaDoo GTX Waverunner	Florida ZZNF3468D797
2002 ZZN Waverunner	Florida ZZN70255D202

2. All right, title, and interest Defendant Keezer may have in any remaining retainers for legal services, including any retainers held by Greenberg Dauber, after accounting for work performed prior to the date of entry of the Order.