

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 11-80155-CIV-COHN/SELTZER

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

U.S. MORTGAGE FUNDING, INC.,
a Florida corporation, et al.,

Defendants.

ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF'S MOTION FOR
ENTRY OF JUDGMENT AND ORDER FOR PERMANENT INJUNCTION UPON
DEFAULT DEFENDANTS U.S. MORTGAGE FUNDING, INC., LOWER MY
DEBTS.COM, LLC, and JOHN INCANDELA, JR.

THIS CAUSE is before the Court on Plaintiff's Motion for Default Judgment against Defendants U.S. Mortgage Funding, Inc., Lower My Debts.com, LLC, and John Incandela, Jr. ("Incandela") [DE 107] ("Motion"). The Court has carefully reviewed the Motion, memorandum and accompanying affidavits, notes the lack of objections filed by the deadline of August 12, 2011, and is otherwise fully advised in the premises.

Pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure, the Court concludes that Plaintiff has met its burden of showing that it is entitled to a final default judgment. The Court hereby adopts the factual findings set forth in the FTC's proposed order. See DE 107-16. Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. Plaintiff's Motion for Entry of Judgment against Defendants U.S. Mortgage Funding, Inc. and Lower My Debts.com, LLC [DE 107] is **GRANTED**, and

- judgment is entered in favor of Plaintiff Federal Trade Commission against Defendants U.S. Mortgage Funding, Inc. and Lower My Debts.com, LLC;
2. Plaintiffs Motion for Entry of Judgment against Defendant John Incandela, Jr. Is **DENIED** without prejudice¹;
 3. For the Purposes of this Order, the following definitions shall apply:
 - a. **“Asset”** or **“Assets”** means any legal or equitable interest in, or right 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 consumers names, accounts, credits, premises, receivables, funds, and cash, wherever located;
 - b. **“Assisting others”** includes, but is not limited to providing any of the following goods or services to another person: (A) performing customer service functions, including, but not limited to receiving or responding to consumer complaints; (B) formulating or providing, or arranging for the formulation or provision of, any telephone sales script or any other marketing material, including but, not limited to the text of any Internet website, email, or other electronic communication; (C) providing names of, or assisting in the generation of, potential customers; (D) performing marketing services of any kind; (E) acting or serving as an owner, officer, director, manager, or principal of any entity; (F) providing telemarketing services;

¹ The Court declines to enter a default judgment against Defendant Incandela at this time to allow Incandela to refile his motion for a protective order.

c. **“Credit”** means the right granted by a creditor to a debtor to defer payment of debt or to incur debt and defer its payment;

d. **“Default Defendants”** means U.S. Mortgage Funding, Inc., and Lower My Debts.com, LLC; 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;

e. **“Debt relief good or service”** means any good, service, plan, or program, including debt management plans, debt settlement, debt negotiation, and for-profit credit counseling, 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 unsecured creditors, servicers, 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, servicer, or debt collector;

f. **“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;

g. **“Federal homeowner relief or financial stability program”** means any program (including its sponsoring agencies, telephone numbers, and Internet websites) operated or endorsed by the United States government to provide relief to homeowners or to stabilize the economy, including, but not limited to (A) the Making Home Affordable

Program; (B) the Financial Stability Plan; (C) the Troubled Asset Relief Program and any other program sponsored or operated by the United States Department of the Treasury; (D) the HOPE for Homeowners program, any program operated or created pursuant to the Helping Families Save Their Homes Act, and any other program sponsored or operated by the Federal Housing Administration; or (E) any program sponsored or operated by the United States Department of Housing and Urban Development (“HUD”), the HOPE NOW Alliance, the Homeownership Preservation Foundation, or any other HUD-approved housing counseling agency;

h. **“Financial related good or service”** means any good, service, plan, or program that is represented, expressly 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; (E) provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, debt relief goods or services; or (F) 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;

i. **“For-profit”** means any activity organized to carry on business for the profit of the entity engaging in the activity or that of its members;

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

k. **“Mortgage loan modification or foreclosure relief service”** means any good, service, plan, or program that is represented, expressly or by implication, to assist a consumer in any manner to (A) stop, prevent, or postpone any home mortgage or deed of trust foreclosure sale; (B) obtain or arrange a modification of any term of a home loan, deed of trust, or mortgage; (C) obtain any forbearance from any mortgage loan holder or servicer; (D) exercise any right of reinstatement of any mortgage loan; (E) obtain, arrange, or attempt to obtain or arrange any extension of the period within which the owner of property sold at foreclosure may cure his or her default or reinstate his or her obligation; (F) obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a deed of trust or mortgage on a residence in foreclosure or contained in that deed of trust; (G) obtain a loan or advance of funds that is connected to the consumer’s home ownership; (H) avoid or ameliorate the impairment of the consumer’s credit record, credit history, or credit rating that is connected to the consumer’s home ownership; (I) save the consumer’s residence from foreclosure; (J) assist the consumer in obtaining proceeds from the foreclosure sale of the consumer’s residence; (K) obtain or arrange a pre-foreclosure sale, short sale, or deed-in-lieu of foreclosure; (L) obtain or arrange a refinancing, recapitalization, or reinstatement of a home loan, deed of trust, or mortgage; (M) audit or examine a consumer’s mortgage or home loan application; or (N) obtain, arrange, or attempt to

obtain or arrange any extension of the period within which the renter of property sold at foreclosure may continue to occupy the property. The foregoing shall include any manner of claimed assistance, including, but not limited to debt, credit, budget, or financial counseling; receiving money for the purpose of distributing it to creditors; contacting creditors or servicers on behalf of the consumer; and giving advice of any kind with respect to filing for bankruptcy;

l. **“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);

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

n. **“Person”** means a natural person, organization, or other legal entity, including a corporation, partnership, proprietorship, association, cooperative, or any other group or combination acting as an entity;

o. **“Seller”** means any person who, in connection with a telemarketing transaction, provide, 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;

p. **“Servicer”** means any beneficiary, mortgagee, trustee, loan servicer, loan holder, or other entity that performs loan or credit account administration or processing services and/or its authorized agents;

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

r. **“Telemarketing”** means a plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves more than one interstate telephone call. The term does not include the solicitation of sales through the mailing of a catalog which: contains a written description or illustration of the goods or services offered for sale; includes the business address of the seller; includes multiple pages of written material or illustrations; and has been issued not less frequently than once a year, when the person making the solicitation does not solicit customers by telephone but only receives calls initiated by customers in response to the catalog and during those calls takes orders only without further solicitation. For purposes of the previous sentence, the term “further solicitation” does not include providing the customer with information about, or attempting to sell, any other item included in the same catalog, which prompted the customer’s call or in a substantially similar catalog;

4. Plaintiff is entitled to the following Permanent Injunctive Relief against Defendants U.S. Mortgage Funding, Inc. and Lower My Debts.com, LLC:

a. **PERMANENT BAN ON MORTGAGE LOAN MODIFICATION AND FORECLOSURE RELIEF SERVICES**: Default Defendants, whether acting directly or through any other person, are permanently restrained and enjoined from:

1. Advertising, marketing, promoting, offering for sale, or selling any mortgage loan modification or foreclosure relief service; and

2. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any mortgage loan modification or foreclosure relief service;

b. **PERMANENT BAN ON TELEMARKETING**: Default Defendants are 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;

c. **PROHIBITED REPRESENTATIONS RELATING TO FINANCIAL RELATED GOODS AND SERVICES**: Default Defendant,s their officers, agents, servants, employees, attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, marketing, promotion, offering for sale or sale of any financial related good or service, are hereby permanently restrained and enjoined from:

1. Misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including, but not limited to:
 - (i). The terms or rates that are available for any loan or other extension of credit, including, but not limited to:
 - a. closing costs or other fees;
 - b. the payment schedule, the monthly payment amount(s), or other payment terms, or whether there is a balloon payment; interest rate(s), annual percentage rate(s),

or finance charge; the loan amount, the amount of credit, the draw amount, or outstanding balance; the loan term, the draw period, or maturity; or any other term of credit;

c. the savings associated with the credit;

d. the amount of cash to be disbursed to the borrower out of the proceeds, or the amount of cash to be disbursed on behalf of the borrower to any third parties;

e. whether the payment of the minimum amount specified each month covers both interest and principal, and whether the credit has or can result in negative amortization;

f. that the credit does not have a prepayment penalty or that no prepayment penalty and/or other fees or costs will be incurred if the consumer subsequently refinances; and

g. that the interest rate(s) or annual percentage rate(s) are fixed rather than adjustable or adjustable rather than fixed;

(ii). That any person can improve 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;

(iii). Any person's ability to improve or otherwise affect a consumer's credit record, credit history, or credit rating or ability to

obtain credit;

(iv). Any aspect of any debt relief good or service, including, but not limited to, the amount of savings a consumer will receive from purchasing, using, or enrolling in such debt relief good or service; the amount of time before which a consumer will receive settlement of the consumer's debts; or the reduction or cessation of collection calls; and

(v). That a consumer will receive legal representation;

2. Advertising or assisting others in advertising credit terms other than those terms that actually are or will be arranged or offered by a creditor or lender;

d. **PROHIBITED REPRESENTATIONS RELATING TO ANY GOODS OR SERVICES:** Default Defendants, and their officers, agents, servants, employees, attorneys, and those persons or entities in active concert or participation with any of them who receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, 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:

1. Misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including, but not limited to:
 - (i). 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, any federal homeowner relief or financial stability program, or any other program;
3. The total costs to purchase, receive, or use, and the quantity of, the good or service;
4. Any material restriction, limitation, or condition to purchase, receive, or use the good or service; and
5. Any material aspect of the performance, efficacy, nature, or characteristics of the good or service;

5. Judgment in the amount of NINETEEN MILLION, TWENTY MILLION, ONE HUNDRED FORTY-FIVE THOUSAND, EIGHT HUNDRED TWENTY-NINETY DOLLARS AND SEVENTY-EIGHT CENTS (\$19,145,829.78), is hereby entered against Default Defendants, as equitable monetary relief in favor of Plaintiff, jointly and severally with any monetary judgment that may be entered against any other Defendant;

a. Upon entry of this Order, this monetary judgment 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;

- b. 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. Default 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) as it determines to be reasonably related to Default Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Default Defendants shall have no right to challenge the Commission's choice of remedies under this Part. Default 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;
- c. Default Defendants relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law. Default Defendants shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise;
- d. Upon request, Default Defendants are hereby required, in accordance with 31 U.S.C. § 7701, to furnish to the FTC their tax identification numbers, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of this Order; and

e. Pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(1), any consumer reporting agency may furnish a consumer report concerning Default Defendants to the FTC, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of this Order;

6. LIFTING OF ASSET FREEZE WITH RESPECT TO DEFAULT DEFENDANTS:

the freeze of the assets of Default Defendants, pursuant to Section V.10. of the Preliminary Injunction Order entered on March 1, 2011 [DE 59], shall be lifted for the sole purpose of effectuating the transfer of assets in partial satisfaction of the monetary judgment as provided in Section 5 of this Order, and shall with respect to Default Defendants be of no further force or effect;

7. WINDING UP AS TO THE DEFAULT DEFENDANTS: to the extent they are not

inconsistent with this Order, all powers granted to the Receiver pursuant to the Court's Preliminary Injunction Order entered on March 1, 2011, shall remain in full force and effect. The Receiver shall liquidate all assets of the Default Defendants, and their subsidiaries, and affiliated entities, and wind up all activities and operations of the Receivership as to the Default Defendants.

Unless otherwise directed by Plaintiff, the Receiver shall maintain the records of the Default Defendants until the expiration of any party's appeal and this case is concluded. No later than thirty (30) days after the conclusion of this case, the Receiver shall dispose of the records of Default Defendants, including, but not limited to Default Defendants' customer information. The Receiver shall not liquidate or abandon any computer equipment in possession of the Receivership without first disposing of any customer information on the computer equipment,

consistent with Section 12 of this Order;

8. **COMPENSATION OF THE RECEIVER:** Receiver and those it employs are entitled to reasonable compensation for the performance of their duties pursuant to this Order and for the costs of actual out-of-pocket expenses incurred by them, from the Default Defendants' assets held by or in the possession or control of, or which may be received by, the Receiver or the Default Defendants. The Receiver may pay its non-member employees and independent contractors on an ongoing basis;
9. **TERMINATION OF THE RECEIVERSHIP AS TO THE DEFAULT DEFENDANTS:** the Receiver shall, if it has not already done so, file its final application for fees with respect to the Default Defendants within 180 days of the execution of this Order, unless good cause is shown to extend the receivership beyond 180 days. The Receiver's final application for fees as to the Default Defendants shall be served upon the parties through counsel. Plaintiff may object within 15 days of receipt, but Default Defendants shall have no right to object. Upon submission of the Receiver's final application or upon entry of this Judgment, whichever is later, and subject to the terms set forth in Section 7 herein, the receivership as to Default Defendants shall terminate;
10. **COOPERATION WITH THE RECEIVER:** Default Defendants shall cooperate fully with the Receiver in: (A) pursuing any and all claims by the Receiver against other persons or entities; (B) assisting the Receiver in defending any and all actions or claims brought against the Receiver or the receivership estate; (C) executing any documents necessary to transfer assets or ownership interests to

the Receiver pursuant to the terms of this Order; and (D) refraining from any act that would interfere or impede the Receiver in execution of the performance of its duties;

11. **PROHIBITION ON COLLECTING ACCOUNTS**: Default Defendants, and their officers, agents, servants, employees, attorneys, and all other persons 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 entity, corporation, subsidiary, division, affiliate or other device, are hereby permanently restrained and enjoined from attempting to collect, collecting, selling, or assigning, or otherwise transferring any right to collect payment from any consumer relating to the purchase of mortgage loan modification or foreclosure relief services;
12. **PROHIBITIONS ON USE OF CUSTOMER INFORMATION**: Default Defendants, and their officers, agents, servants, employees, and attorneys, and those persons or entities in active concert or participation with them who receive actual notice of this Order by personal service, facsimile transmission, email, or otherwise, whether acting directly or through any corporation, subsidiary, division, or other device, 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 Default Defendant obtained prior to entry of this Order in connection with the

advertising, marketing, promotion, offering for sale or sale of any mortgage loan modification or foreclosure relief service; 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 the Receiver shall not dispose of Default Defendants' customer information, except as provided in Section 7 of this Order. *Provided further, however,* 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;

13. **ORDER ACKNOWLEDGMENTS:**

a. Each Default Defendant, within seven (7) days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury;

b. For five (5) years after entry of this Order, each Default Defendant must deliver a copy of this Order to: (1) all principals, officers, directors, and managers; (2) all employees, agents, and representatives who participate in conduct related to the subject matter of the Order; (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for current personnel. To all others, delivery must occur before they assume their responsibilities; and

c. From each or entity to which a Default Defendant delivered a copy of this Order, that Default Defendant must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order;

14. **COMPLIANCE REPORTING**: Default Defendants must make timely submissions to the Commission:

a. One (1) year after entry of this Order, each Default Defendant must submit a compliance report, sworn under penalty of perjury.

1. Each Default Defendant must: (a) designate at least one telephone number and an email, physical, and postal address as points of contact, which representatives of the Commission may use to communicate with Defendant; (b) identify all of that Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the products and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant; (d) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission;

b. For twenty (20) years following entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following:

1. Each Defendant must report any change in: (a) any designated point of contact; (b) the structure of any Corporate Defendant or

any entity that Default Defendant has any ownership interest in or directly or indirectly controls that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order;

c. Default Defendants must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against such Default Defendant within fourteen (14) days of its filing;

d. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 18 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature; and

e. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, D.C. 20580. The subject line must begin: RE: FTC v. U.S. Mortgage Funding, Inc., et al., X110016;

15. **RECORDKEEPING**: Default Defendants must create certain records for twenty (20) years after entry of the Order, and to retain each such record for five (5) years. Specifically, Default Defendant, for any business in which Default

Defendant, individually or collectively with any other Defendant, is a majority owner or directly or indirectly controls, must maintain the following records:

- a. Accounting records showing the revenues from all goods or services sold, all costs incurred in generating those revenues, and the resulting net profit or loss;
- b. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name, addresses, and telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;
- c. Customer files showing the names, addresses, telephone numbers, dollar amounts paid, and the quantity and description of goods or services purchased;
- d. Complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- e. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and
- f. Copies of all sales scripts, training materials, advertisements, or other marketing materials;

16. **COMPLIANCE MONITORING**: for the purpose of monitoring Default Defendants' compliance with any provision of this Order:

- a. Within ten (10) days of receipt of written request from a representative of the Commission, Default Defendant must: submit additional compliance reports or other requested information, which is true and accurate and sworn to under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court,

using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69;

b. For matters concerning this Order, the Commission is authorized to communicate directly with Default Defendants. Default Defendants must permit representatives of the Commission to interview any employee or other person affiliated with the Default Defendants who has agreed to such an interview. The person interviewed may have counsel present; and

c. The Commission may use all other lawful means, including posing, through its representatives, as consumers, suppliers, or other individuals or entities, to Defendants or any individual or entity affiliated with Defendants, without the necessity of identification or prior notice. Nothing in this Order limits 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; and

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

DONE AND ORDERED in chambers in Fort Lauderdale, Broward County, Florida, this 20th day of September, 2011.


JAMES I. COHN
United States District Judge

Copies provided to all counsel of record on CM/ECF.