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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Federal Trade Commission,

Plaintiff,

v.

Jesta Digital, LLC, also d/b/a Jamster, a
limited liability company, 6420 Wilshire
Blvd., Los Angeles, California 90048,

Defendants.

Case No. _____

(Proposed) Stipulated Final Order for
Permanent Injunction and Monetary Judgment
Against Jesta Digital, LLC

Plaintiff, the Federal Trade Commission (“Commission”), filed a Complaint for Permanent Injunction and Other Equitable Relief against Jesta Digital, LLC (“Defendant”), pursuant to Section 13(b) of the Federal Trade Commission Act (FTC Act), 15 U.S.C. § 53(b), alleging deceptive and unfair acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

The parties have stipulated to the entry of this Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable Relief (“Order”) in settlement of the Commission’s allegations against Defendant. The Court, having been presented with this Order, finds as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this case and over all parties. Venue in the United States District Court for the District of Columbia is proper.
2. The Complaint states a claim upon which relief can be granted, and the Commission has the authority to seek the relief it has requested.
3. The activities of the Defendant, for purposes of this Order, are in or affecting “commerce,” as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. Defendant neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendant admits the facts necessary to establish jurisdiction.
5. Defendant waives all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Defendant also waives any claim that it may have held under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order.
6. This action and the relief awarded herein are in addition to, and not in lieu of, other remedies as may be provided by law.
7. This Order reflects the negotiated agreement of the parties.
8. The parties shall jointly be deemed the drafters of this Order; the rule that any ambiguity in a contract shall be construed against the drafter of the contract shall not apply to this Order.
9. Each party shall bear its own costs and attorneys’ fees.
10. Entry of this Order is in the public interest.

DEFINITIONS

Unless otherwise specified,

1. “Commerce” is as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
2. “Clearly and Prominently” means:

- a. In textual communications (c.g., words displayed on an Electronic Device or computer screen), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear, in the same language as the predominant language that is used in the communication, and visible without the need to scroll down or take any similar action, subject to the technological capabilities of the Electronic Device;
- b. In communications disseminated orally or through audible means (e.g., streaming audio) the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;
- c. In communications disseminated through video means (e.g., streaming video), the required disclosures are in writing in a form consistent with subparagraph (a) of this definition and appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them;
- d. In communications made through interactive media (c.g., online services and software), the required disclosures are unavoidable and presented in a form consistent with subparagraphs (a) through (c) of this definition; and
- e. In all instances, the required disclosures are: (1) presented in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any other statements or disclosures used in any communication with the consumer.

3. “Defendant” means Jcsta Digital, LLC, also doing business as Jamster, and its successors and assigns.

3. “Electronic Device” means any cell phone, handheld device, smartphone, tablet, laptop computer, desktop computer, or any other device on which a software program, code, script, or other content can be downloaded, installed or run.

4. “Landing Page” means the screen that appears in response to touching or clicking on an advertisement.

5. “Malware” means any software, program, or code that threatens or interferes with the operation of any Electronic Device, including but not limited to, viruses, worms, trojan horses, spyware, or adware.

6. “Premium Short Messaging Service” means any messaging content, subscription, or program offered for fees in addition to standard messaging fees that can be paid for in single or recurring payments.

7. “Short Code” means a short numeric code to which text messages can be addressed from a wireless device.

8. “Wireless Access Protocol Billing” means a billing mechanism that involves a click on a link or button in an advertisement or landing page, or the capture of a consumer’s phone number or other billing identifier without the consumer providing the number himself or herself.

I.

PROHIBITED REPRESENTATIONS

IT IS THEREFORE ORDERED that Defendant, Defendant’s officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services, are hereby permanently restrained and enjoined from making any material misrepresentation, or assisting others in making any material misrepresentation, either expressly or by implication, including but not limited to:

- A. Defendant has detected Malware on an Electronic Device;
- B. Defendant will provide software to protect an Electronic Device from Malware;
- C. The total cost to purchase, receive, or use, and the quantity of, any good or service;
- D. Any material restrictions, limitations, or conditions to purchase, receive, or use any good or service;

- E. Any material aspect of the performance, efficacy, nature, or central characteristics of any good or service; and
- F. Any material aspect of the nature or terms of a refund, cancellation, exchange, or repurchase policy.

II.

WIRELESS ACCESS PROTOCOL BILLING AUTHORIZATION

IT IS FURTHER ORDERED, that in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services where Wireless Access Protocol Billing is to be used, Defendant, Defendant's officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby permanently restrained and enjoined from billing, charging, or causing a consumer to be billed or charged without first providing at least two "buy," "subscribe," "purchase," or substantially similar buttons or links on separate Landing Pages or screens that are the sole buttons or links that the consumer must click in seriatim to order, subscribe to, pay for, or accept charges for any good or service.

III.

PREMIUM SHORT MESSAGING SERVICE AUTHORIZATION

IT IS FURTHER ORDERED, that in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any Premium Short Messaging Service, Defendant, Defendant's officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby permanently restrained and enjoined from billing, charging, or causing a consumer to be billed or charged without first providing a double opt-in process for the consumer to order, subscribe to, pay for, or accept charges for the Premium Short Messaging Service.

IV.

EXPRESS VERIFIABLE AUTHORIZATION

IT IS FURTHER ORDERED, that in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services, Defendant, Defendant's officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby permanently restrained and enjoined from billing, charging, or causing a consumer to be billed or charged before obtaining express verifiable authorization from the consumer.

V.

REQUIRED DISCLOSURES

IT IS FURTHER ORDERED that, in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services on an Electronic Device, Defendant, Defendant's officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services are hereby permanently restrained and enjoined from failing to Clearly and Prominently disclose on each (i) Landing Page, (ii) screen, and (iii) advertisement through which consumers can agree to accept charges for a good or service:

- A. All fees and costs charged by Defendant; whether the costs and fees are one-time or recurring charges and if recurring, the frequency of such recurring charges; and whether additional fees (including, but not limited to, message and data rates) from third parties may apply;
- B. The billing method that will be used, and if such billing method involves the placement of charges on the consumer's wireless phone bill that charges will be

made to the consumers' wireless phone bill and appear on the consumers' wireless phone bill or be deducted from their prepaid balance;

- C. The type and amount of goods or services being offered;
- D. The dollar amount of the first payment and when it will become due; the dates or frequency (e.g., monthly, quarterly, etc.) of all subsequent charges or payment(s); and the dollar amount or range of costs of all subsequent charges or payments;
- E. All material restrictions, limitations, or conditions applicable to the purchase, receipt, or use of the goods or services that are part of the offer (including but not limited to any promotion associated with free goods or services, or goods or services available on a trial basis);
- F. All material terms and conditions of any cancellation or refund policy;
- G. Customer care contact information that includes a phone number to call to request a refund, and if such billing method involves the placement of charges on the consumer's wireless phone bill or deduction from their prepaid balance a location where the consumer can send a text message to stop or cancel future charges. Provided, further, that Defendant shall provide consumers with a phone number to stop or cancel future charges if the billing method does not involve the placement of charges on the consumer's wireless phone bill or deduction from the prepaid balance; and
- H. A "cancel" button below or adjacent to any "buy," "subscribe," "purchase," or substantially similar button that is visible without requiring the consumer to scroll down screen and allows consumers to cancel or stop the order, charge, or payment.

VI.

NOTIFICATION OF CHARGE

IT IS FURTHER ORDERED, that in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services, Defendant, Defendant's officers, agents, servants, employees, and attorneys, and all other persons in active

concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are hereby permanently restrained and enjoined from failing to:

- A. Ensure that consumers are provided on a Landing Page or screen after the consumers give authorization of the charge in accordance with Section IV of this Order:
 1. Confirmation of the amount of the charge to the consumer and notice concerning the billing method, including, if such is the case, that the charges will be made to the consumer's wireless phone bill and appear on the consumer's wireless phone bill or be deducted from the consumer's prepaid balance; and
 2. Customer care contact information that includes a phone number to call to request a refund and if such billing method involves the placement of charges on the consumer's wireless phone bill or deduction from their prepaid balance a location where the consumer can send a text message to stop or cancel future charges. Provided, further, that Defendant shall provide consumers with a phone number to stop or cancel future charges if the billing method does not involve the placement of charges on the consumer's wireless phone bill or deduction from the prepaid balance;
- B. Where the billing method involves the placement of charges on the consumer's wireless phone bill or deduction from their prepaid balance, ensure that consumers are provided additional confirmation of the total costs and fees through a text message within 6 to 12 hours after providing confirmation in accordance with Section VI.A that includes customer care or contact information and includes a phone number to call to request a refund and a location where the consumers can send a text message to stop or cancel the subscription. Provided, further, the Defendant shall notify consumers through reasonable means of the information in this section and provide them with a phone number to stop or cancel a subscription

if the billing method does not involve the placement of charges on the consumer's wireless phone bill or deduction from the prepaid balance;

- C. Where the billing method involves the placement of charges on the consumer's wireless phone bill or deduction from their prepaid balance, to the fullest extent permitted by the applicable carrier, for any subscription program, ensure that consumers are provided notification by text message three to five days prior to the renewal of such subscription with the following information: (1) the name of the program; (2) the fact that the program is a subscription and is being renewed; (3) the billing period and advice of charge for the program; (4) opt-out details; (5) a statement that message and data rates may apply; and (6) customer care contact information that includes a phone number to call to request a refund and a location where consumers can send a text message to stop or cancel the subscription.

Provided, further, the Defendant shall notify consumers of the information in (1) through (6) above through reasonable means, and provide consumers with a phone number to stop or cancel a subscription if the billing method does not involve the placement of charges on the consumer's wireless phone bill or deduction from the prepaid balance;

- D. To the fullest extent permitted by the applicable carrier, ensure that the name Jesta Digital or brand name, and a phone number and email address consumers can use to stop or cancel charges or seek refunds, appear on a consumer's phone bill adjacent to any charges for goods or service marketed, offered or sold by Defendant.

VII.

CUSTOMER CANCELLATIONS AND REFUNDS

IT IS FURTHER ORDERED that Defendant shall:

- A. For all consumers who were charged or billed between December 8, 2011, and the date of entry of this Order for any good or service involving a representation that a

mobile device was infected with Malware or that Defendant will provide purchasers with software to protect their mobile devices from such Malware:

1. Immediately cease billing or charging such consumers or causing such consumers to be billed or charged;
2. Provide a full refund within 30 days of entry of this Order to all such consumers who have not already received such a refund and did not use or download the good or service being offered by Defendant; and
3. For such consumers who did use or download the good or service being offered by Defendant and who have not received a full refund, provide notification of the right to full refunds and provide such refunds in accordance with subsections B(1) through B(5) and subsection (C) of this Section.

B. For all consumers whom Defendant initially billed, charged, or caused to be initially billed or charged using Wireless Access Protocol Billing under short code 75555 from August 1, 2011, until December 7, 2011, Defendant shall:

1. Provide notification of a right to full refunds as set forth in Appendix A. Defendant shall submit a written notice to AT&T and T-Mobile and all other carriers associated with Defendant's billing within 10 days of entry of this Order for such carriers to include in all such consumers' mobile phone bills. The text of Appendix A shall be included in such consumers' mobile phone bills as a free-standing insert or as text printed in a clear and conspicuous manner on such consumers' mobile phone bills. To the fullest extent permitted by the applicable carrier, Defendant shall arrange for such notice to be included in the carriers' bills that will be delivered to such consumers within 60 days of entry of this Order. Provided, however, that if any carrier is unable or unwilling to include the required notice in such consumers' mobile phone bills, Defendant shall take reasonable steps to

provide notice to such consumers of such carrier of their rights to refund in accordance with Appendix A.

2. Within 10 days of entry of this Order, Defendant shall send a text message to such consumers as set forth in Appendix B. Defendant shall ensure that consumers who receive such messages do not incur fees or charges for receiving or as a result of receiving the messages;
 3. Defendant shall immediately cancel the subscription of all consumers who submit a refund request or who Defendant otherwise learns did not download the good or service offered by Defendant, or that a person under the age of 18 ordered or downloaded the good or service;
 4. Within 30 days of receiving a refund request, Defendant shall issue a full refund to any consumers whose request indicates that the consumers did not use or download the good or service offered by Defendant, or a person under the age of 18 ordered or subscribed to the good or service; and
 5. Defendant shall not sell or attempt to sell any good or service through the refund request process.
- C. Commencing 60 days after entry of this Order and, within 30 days after the end of each month thereafter, until such time that the Commission staff has determined that all customers have had sufficient opportunity to receive redress under this section, Defendant shall provide the Commission with the following data received during the applicable monthly period:

1. The phone numbers and name and addresses if known of each consumer who it ceased billing, charging or causing to be billed and charged pursuant to subsections A(1) and B(3) of this Section;
2. The phone numbers and name and addresses if known of each consumer whom it issued full refunds to pursuant to subsections A(2), A(3), and B(4) of this Section;
3. The phone numbers and names and addresses if known of each consumer who submitted a refund request in connection with this Order during the prior month, the amount of the request, the amount refunded, and if the request was denied, the reason for the denial; and
4. The phone numbers and names and addresses if known of each consumer who submitted a refund request in connection with this Order whose refund was returned or unclaimed by a consumer.

VIII.

REFUNDS

IT IS FURTHER ORDERED that in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services, Defendant is hereby permanently restrained and enjoined from failing to provide a full refund on request to any consumer if:

- A. The consumer did not use or download the good or service offered by Defendant;
- B. A person under the age of 18 ordered or subscribed to the good or service for which the consumer requests a refund; or
- C. Defendant violates I, II, III, IV, V, or VI of this Order.

IX.

REFUND PROCEDURES

IT IS FURTHER ORDERED that in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services, Defendant is hereby

permanently restrained and enjoined from failing to establish reasonable refund procedures for situations other than those covered by Section VIII above, including but not limited to, disputes over the quality, effectiveness, or delivery of goods or services.

X.

MONETARY RELIEF

IT IS FURTHER ORDERED that:

- A. Monetary judgment is entered in favor of the Commission and against Defendant in the amount of one million two hundred thousand dollars (\$1,200,000.00).
- B. Defendant is ordered to pay to the Commission one million two hundred thousand dollars (\$1,200,000.00), which, as Defendant stipulates, its undersigned counsel holds in escrow for no purpose other than payment to the Commission. Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.
- C. The Commission's agreement to this judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendant's representations to the Commission, including: (1) Defendant's Supplemental Production of Documents (JDFTC00262638-JDFTC00262863) provided to the Commission on May 7, 2013; and (2) Defendant's Presentation of Total Initial Mobile Security Revenue provided to the Commission on March 12, 2013.
- D. Effective upon entry of this Order, Defendant relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.
- E. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

- F. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.
- G. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendant's practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Defendant has no right to challenge any actions the Commission or its representative may take pursuant to this Subsection.

XI.

CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, are permanently restrained and enjoined from directly or indirectly:

- A. To the extent such information is in Defendant's possession, custody, or control, failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. Defendant represents that they have provided this redress information to the Commission. If a representative of the Commission requests in writing any nonprivileged information related to redress, Defendant must provide it, in the form prescribed by the Commission, within 14

days, provided that such information is within Defendant's possession, custody, or control; and

- B. 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), that Defendant obtained prior to entry of this Order in connection with the marketing, advertising, promotion, distribution, offering for sale, or selling of any goods or services.

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

XII.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendant's compliance with this Order:

- A. Within 14 days of receipt of a written request from a representative of the Commission, Defendant must submit additional compliance reports or other requested information, which must be sworn 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 with Defendant through the undersigned counsel for Defendant. If such counsel no longer represents Defendant, the Commission is authorized to communicate directly with Defendant unless the Commission has been provided with notice that new counsel has been retained for Defendant in connection with matters concerning

this Order, in which case the Commission is authorized to communicate only with such new counsel. Defendant must permit representatives of the Commission to interview any employee or other person. The person interviewed may have counsel present.

- C. The Commission may use all other lawful means, including posing, through its representatives, as consumers, suppliers, or other individuals or entities, to Defendant or any individual or entity affiliated with Defendant, 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.

XIII.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendant makes timely submissions to the Commission:

- A. One year after entry of this Order, Defendant must submit a compliance report, sworn under penalty of perjury. Defendant must:

1. 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;
 2. Identify all of Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
 3. Describe the activities of each business, including the products and services offered, and the means of advertising, marketing, and sales;
 4. Describe in detail whether and how Defendant is in compliance with each Section of this Order; and
 5. Provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.
- B. For 20 years following entry of this Order, Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in (1) any designated point of contact; or (2) Defendant's corporate structure or the structure of any entity that 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. Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against Defendant within 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 28 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.

- 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, DC 20580

Re: FTC v. Jesta Digital, LLC, Matter No. _____

XIV.

RECORDKEEPING

IT IS FURTHER ORDERED that Defendant must create the following records for 20 years after entry of the Order, and retain each such record for 5 years:

- 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. Complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. Records sufficient to show refund rates for each advertising or marketing campaign;
- E. Records sufficient to show all phone numbers billed in connection with any advertising or marketing campaign;
- F. Records sufficient to show the total amount that Defendant billed consumers or caused consumers to be billed in connection with any advertising or marketing campaign;

- G. Records sufficient to show usage rates, the total amount of charges, and the phone numbers of consumers charged by Defendant in connection with each advertising or marketing campaign;
- H. Records sufficient to show that consumers have provided express authorization. The types of records include, but are not limited to, the following: (1) the offer; (2) the material terms and conditions; (3) the website or screen page presented to a consumer for his or her agreement to the offer; (4) the agreement whereby a consumer takes affirmative action indicating his or her acceptance of charges; and (5) the banner ads, landing pages and any other pages advertising the service or product;
- I. A copy of each advertisement, banner ad, or other marketing material;
- J. All records relating to each notice, refund request or denial of a refund. The records shall include, but not be limited to, (1) records showing the phone number, and if possible, the name and address of each consumer who received a notice under this Order, (2) records showing the phone number, and if possible the name of and address of each consumer who contacted Jesta in connection with this Order, (3) records showing the substantiation and reason for granting or denying a refund, (4) records showing the name, telephone number and address, if known, of every consumer who received a refund or was denied a refund, (5) proof of the refund, and (6) the total amount of refunds provided under each provision of this Order; and
- K. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission.

XV.

ORDER ACKNOWLEDGMENT

IT IS FURTHER ORDERED that Defendant obtain acknowledgements of receipt of this Order:

A. Defendant, within 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 5 years after entry of this Order, Defendant must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents and representatives who participate in advertising, marketing or billing of goods or services; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which the Defendant delivered a copy of this Order, the Defendant must obtain, within 30 days, a signed dated acknowledgment of receipt of this Order.

XVI.

RETENTION OF JURISDICTION

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

So ordered this _____ day of _____, 2013.

UNITED STATES DISTRICT JUDGE

So stipulated and respectfully submitted,

Dated: August 20, 2013



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Attorneys for Defendant
Jesta Digital, LLC

Dated: 8 July 2013

JESTA DIGITAL, LLC

By: 
Thomas Boerner, Assistant Secretary
Jesta Digital, LLC

Defendant

Appendix A

Phone Bill Notice

You may be entitled to a refund based on a consumer settlement between the Federal Trade Commission (FTC) and Jesta available at www.ftc.gov/jamster. According to the FTC, Jesta told people they had detected viruses, but then billed them for things like ringtones. You may be eligible for a refund if you paid Jesta for services since August 2011, but:

- never agreed to buy anything from Jesta, or
- if someone under 18 agreed to the charges.

Contact Jesta at 866-856-5267 or by e-mail at info@jamster.com to apply for a refund.

Appendix B

Text Message Notice

You may be entitled to a refund based on a consumer settlement between the Federal Trade Commission (FTC) and Jesta available at www.ftc.gov/jamster. According to the FTC, Jesta told people they had detected viruses, but then billed them for things like ringtones. You may be eligible for a refund if you paid Jesta for services since August 2011, but:

- never agreed to buy anything from Jesta, or
- if someone under 18 agreed to the charges.

Contact Jesta at 866-856-5267 or by email at info@jamster.com to apply for a refund.