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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

FEDERAL TRADE COMMISSION,  
  
Plaintiff,  
  
v.  
  
TYME LOCK 2000, INC., a Nevada  
Corporation, doing business as United  
Family Services and USA Membership  
Services;  
TOTAL RESOURCES, INC., a Nevada  
Corporation;  
RUTH R. ADAMS, individually and as an  
officer of Tyme Lock 2000, Inc.; and  
STELLA L. AGUILAR, individually and  
as an officer of Total Resources, Inc.;  
  
Defendants.

CV-S-02-1078-JCM-RJJ

STIPULATED FINAL  
JUDGMENT AND ORDER FOR  
PERMANENT INJUNCTION  
AND OTHER EQUITABLE  
RELIEF

Plaintiff, the Federal Trade Commission ("Commission" or "FTC"), commenced  
this action on August 19, 2002, by filing its Complaint for Injunctive and Other Equitable  
Relief ("Complaint") pursuant to Sections 13(b) and 19 of the Federal Trade Commission

36

1 Act ("FTC Act"), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer  
2 Fraud and Abuse Prevention Act ("Telemarketing Act"), 15 U.S.C. §§ 6101-6108,  
3 charging that Defendants Tyme Lock 2000, Inc. doing business as United Family  
4 Services and USA Membership Services, Total Resources, Inc., Ruth R. Adams, and  
5 Stella L. Aguilar with violating Section 5 of the FTC Act, 15 U.S.C. § 45, and the FTC's  
6 Trade Regulation Rule entitled the "Telemarketing Sales Rule," 16 C.F.R. Part 310.

7 The Commission, by and through its counsel, and Defendants, by and through  
8 their counsel, have agreed to the entry of this Stipulated Final Judgment and Order for  
9 Permanent Injunction and Other Equitable Relief ("Final Judgment") by this Court in  
10 order to resolve all matters arising out of the facts alleged in the complaint and in dispute  
11 in this action. The Commission and Defendants have consented to entry of this Final  
12 Judgment without trial or adjudication of any issue of law or fact herein, and without  
13 Defendants admitting liability or wrongdoing for the offenses alleged in the complaint.

14 **NOW THEREFORE**, the Commission and Defendants having requested this  
15 Court to enter this Final Judgment, **IT IS HEREBY ORDERED, ADJUDGED, AND**  
16 **DECREED** as follows:

#### 17 FINDINGS

18 1. This is an action instituted by the Commission under Sections 5, 13(b), and  
19 19 of the FTC Act, 15 U.S.C. §§ 45, 53(b), and 57b, and the Telemarketing Act, 15  
20 U.S.C. §§ 6101-6108, and the Commission has the authority to seek the relief it  
21 requested.

22 2. This Court has jurisdiction of the subject matter of this action and the  
23 parties.

24 3. Venue is proper as to all parties in the District of Nevada.

25 4. The Commission's Complaint states claims upon which relief may be  
26 granted against Defendants under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C.  
27 §§ 45(a), 53(b), and 57b, and the Telemarketing Sales Rule, 16 C.F.R. Part 310.

28 5. The activities of Defendants, as alleged in the Complaint, are in or

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

2 6. Defendants waive all claims under the Equal Access to Justice Act, 28  
3 U.S.C. § 2412, *amended by* Pub. L. 104-121, 110 Stat 847, 863-64 (1996).

4 7. Defendants also waive all rights to seek judicial review or otherwise  
5 challenge or contest the validity of this Final Judgment. Defendants further waive and  
6 release any claim they may have against the Commission, its employees, agents, or  
7 representatives.

8 8. Entry of this Final Judgment is in the public interest.

9 9. Except as provided in Section V, the Final Judgment does not constitute  
10 and shall not be interpreted to constitute either an admission by Defendants or a finding  
11 by the Court that Defendants have engaged in violations of the FTC Act, the  
12 Telemarketing Sales Rule, or any other law.

### 13 DEFINITIONS

14 For purposes of this Final Judgment, the following definitions shall apply:

15 1. "Assets" means any legal or equitable interest in, right to, claim to, or  
16 expectation to receive, any real and personal property, including but not limited to  
17 chattels, goods, instruments, money, funds, equipment, fixtures, general intangibles,  
18 effects, leaseholds, premises, contracts, mail or other deliveries, shares of stock,  
19 inventory, checks, notes, accounts, credits, receivables, lines of credit, all cash, funds,  
20 and any other thing of value, wherever located.

21 2. "Assisting others" means providing any of the following goods or services  
22 to any person or entity: (a) formulating or providing, or arranging for the formulation or  
23 provision of, any good or service related to the advertising marketing, offering for sale,  
24 or sale of any credit-related goods or services; (b) formulating or providing, or arranging  
25 for the formulation or provision of, any telephone sales script or any other marketing  
26 material; (c) hiring, recruiting, or training personnel; (d) providing names of, or assisting  
27 in the generation of, potential customers; (e) performing customer service functions,  
28 including but not limited to, receiving or responding to consumer complaints; (f)

1 performing marketing or telemarketing services of any kind; or (g) acting as an officer or  
2 director of a business entity.

3 3. "Consumer" means a purchaser or customer, or potential purchaser or  
4 customer.

5 4. "Credit-related goods or services" means any good or service which is  
6 advertised, offered for sale, or sold to consumers as a method by which consumers may  
7 establish or obtain any credit or credit device, including but not limited to credit cards,  
8 loans, or financing; or as a method to restore, repair, or improve derogatory information  
9 contained in consumers' credit reporting files; or as a method to consolidate or liquidate  
10 debts.

11 5. "Defendants" means Tyme Lock 2000, Inc., a Nevada corporation doing  
12 business as United Family Services and USA Membership Services; Total Resources,  
13 Inc., a Nevada corporation; Ruth R. Adams, individually, and as an officer and director  
14 of Tyme Lock 2000, Inc.; and Stella L. Aguilar, individually, and as an officer and  
15 director of Total Resources, Inc.; by whatever names they might be known, and each of  
16 them.

17 6. "Document" is synonymous in meaning and equal in scope to the usage of  
18 the term in Federal Rule of Civil Procedure 34(a), and includes writings, drawings,  
19 graphs, charts, photographs, audio and video recordings, electronic mail ("e-mail"),  
20 computer records, and other data compilations from which information can be obtained  
21 and translated, if necessary, through detection devices into reasonably usable form. A  
22 draft or non-identical copy is a separate document within the meaning of the term.

23 7. "Material," when used as an adjective, means likely to affect a person's  
24 choice of, or conduct regarding, goods or services.

25 8. "Person" means any individual, group, unincorporated association, limited  
26 or general partnership, corporation, or other business entity.

27 9. "Telemarketing" means any business activity (including, but not limited to,  
28 initiating or receiving telephone calls, managing others who initiate or receive telephone

1 calls, operating an enterprise that initiates or receives telephone calls, or otherwise  
2 participating as an officer, director, employee, or independent contractor in an enterprise  
3 that initiates or receives telephone calls) that involves attempts to induce consumers to  
4 purchase any item, good, service, membership partnership interest, trust interest, or  
5 beneficial interest, or to enter a contest for a prize, by means of telephone sales  
6 presentations, either exclusively or in conjunction with the use of other forms of  
7 telemarketing. *Provided, however,* that the term "telemarketing" shall not include  
8 transactions that are not completed until after a face-to-face contact between the seller or  
9 solicitor and the consumer solicited.

10 **I. PERMANENT BAN**

11 **IT IS THEREFORE ORDERED** that Defendants are hereby permanently  
12 restrained and enjoined from advertising, marketing, offering for sale or selling, through  
13 telemarketing, direct mailing, e-Mail, or any other means any credit-related goods or  
14 services, or assisting others in the same. Nothing in this Final Judgment shall be read as  
15 an exception to this Section I.

16 **II. PROHIBITION AGAINST VIOLATING THE FTC ACT**

17 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,  
18 directors, employees, salespersons, independent contractors, subsidiaries, affiliates,  
19 successors, assigns, and all other persons or entities in active concert or participation  
20 with them who receive actual notice of this Final Judgment by personal service or  
21 otherwise, whether acting directly or through any person, corporation, affiliate, division,  
22 agent, employee, consultant, independent contractor, or other device, in connection with  
23 the advertising, offering for sale, sale, or distribution of any good or service, are hereby  
24 permanently restrained and enjoined from violating, in any manner, Section 5 of the FTC  
25 Act, 15 U.S.C. § 45, including but not limited to:

- 26 A. Misrepresenting the total costs to purchase, receive, or use any goods or  
27 services that are the subject of a sales offer;  
28 B. Failing to disclose in a clear and conspicuous manner, the total costs and all

- 1 material restrictions, limitations, or conditions to purchase, receive, or use  
2 any goods or services that are, directly or indirectly (such as products  
3 available through membership in an organization) the subject of a sales  
4 offer before the customer pays for the goods or services offered; and  
5 C. Making any other misrepresentation of fact material to a consumer's  
6 purchasing decision.

7 **III. PROHIBITION AGAINST VIOLATING**  
8 **THE TELEMARKETING SALES RULE**

9 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,  
10 directors, employees, salespersons, independent contractors, subsidiaries, affiliates,  
11 successors, assigns, and all other persons or entities in active concert or participation  
12 with them who receive actual notice of this Final Judgment by personal service or  
13 otherwise, whether acting directly or through any person, corporation, affiliate, division,  
14 agent, employee, consultant, independent contractor, or other device are hereby  
15 permanently restrained and enjoined from violating any provision of the Telemarketing  
16 Sales Rule, 16 C.F.R. Part 310, or as the Telemarketing Sales Rule may hereafter be  
17 amended, including but not limited to:

- 18 A. Requesting or receiving payment of any fee or consideration from any  
19 person in advance of that person obtaining a loan or other extension of  
20 credit while guaranteeing or representing a high likelihood of success in  
21 obtaining or arranging a loan or other extension of credit for a person, as  
22 prohibited by the Telemarketing Sales Rule, 16 C.F.R. § 310.4(a)(4);  
23 B. Misrepresenting the total costs to purchase, receive, or use any goods or  
24 services that are the subject of a sales offer, as prohibited by the  
25 Telemarketing Sales Rule, 16 C.F.R. § 310.3(a)(2)(i);  
26 C. Failing to disclose in a clear and conspicuous manner, the total costs and all  
27 material restrictions, limitations, or conditions to purchase, receive, or use  
28 any goods or services that are, directly or indirectly (such as products

1 available through membership in an organization) the subject of a sales  
2 offer before the customer pays for the goods or services offered, as  
3 prohibited by the Telemarketing Sales Rule, 16 C.F.R. § 310.3(a)(1)(i) and  
4 (ii);

5 D. Making a false or misleading statement to induce any person to pay for  
6 goods or services, as prohibited by the Telemarketing Sales Rule, 16 C.F.R.  
7 § 310.3(a)(4); and

8 E. Providing substantial assistance or support to any seller or telemarketer  
9 while knowingly or consciously avoiding knowing that the seller or  
10 telemarketer is engaged in any act or practice that violates Sections  
11 310.3(a) or (c), or 310.4 of the Telemarketing Sales Rule, 16 C.F.R.  
12 §§ 310.3(a) and (c), and 310.4.

13 **IV. MONETARY JUDGMENT AND CONSUMER REDRESS**

14 **IT IS FURTHER ORDERED** that:

15 A. Judgment in the amount of \$4,687,000.00 (four million six hundred eighty-  
16 seven thousand dollars) is hereby entered against Defendants, jointly and  
17 severally, for equitable monetary relief, including but not limited to  
18 consumer redress and/or disgorgement, and for paying any attendant  
19 expenses of administering any redress fund; *provided, however*, that this  
20 judgment shall be suspended subject to the conditions set forth in  
21 Paragraph C and Section V below; *provided further, however*, that the  
22 Commission's agreement to, and the Court's approval, of this Final  
23 Judgment is expressly premised on the truthfulness, accuracy, and  
24 completeness of the financial statements submitted to the Commission by  
25 Defendants, namely that of: (A) Defendant Tyme Lock 2000, Inc., dated  
26 September 9, 2002, as supplemented by a statement dated September 11,  
27 2002, and tax returns provided October 23, 2002; (B) Defendant Total  
28 Resources, Inc., dated September 9, 2002; (C) Defendant Ruth R. Adams,

1 dated September 9, 2002; and (D) Defendant Stella L. Aguilar, dated  
2 September 9, 2002.

3 B. The Receiver, James F. Lisowski, Sr., shall perform all acts that he deems  
4 necessary to execute on Surety Bond Number 1221332, on file with the  
5 Consumer Affairs Division ("CAD"), Department of Business and  
6 Industry, State of Nevada, pursuant to NRS Chapter 598.2807 and 598.851,  
7 in order to obtain whatever funds are available after such bond is used to  
8 pay obligations to the CAD. Defendants have agreed that any claims they  
9 may have to the proceeds of such bond are assigned to the Receiver. The  
10 Receiver shall liquidate any assets belonging to the Defendant  
11 corporations, Tyme Lock 2000, Inc., and Total Resources, Inc. After  
12 paying Court-approved receivership fees and expenses, the Receiver shall  
13 transfer the remaining proceeds from the bond and assets to the  
14 Commission.

15 C. All funds paid pursuant to this Section shall be deposited into a fund  
16 administered by the Commission or its agent to be used for equitable relief,  
17 including but not limited to consumer redress and any attendant expenses  
18 for the administration of any redress fund. In the event that direct redress  
19 to consumers is wholly or partially impracticable or funds remain after  
20 redress is completed, the Commission may apply any remaining funds for  
21 such other equitable relief (including consumer information remedies) as it  
22 determines to be reasonably related to the Defendants' practices alleged in  
23 the complaint. Any funds not used for such equitable relief shall be  
24 deposited to the Treasury as disgorgement. Defendants shall have no right  
25 to challenge the Commission's choice of remedies under this Section.

26 D. No portion of the payment as herein provided shall be deemed payment of  
27 any fine, penalty, forfeiture, or punitive assessment.  
28



1 E. Defendants expressly waive their rights to litigate the issue of  
2 disgorgement. Defendants acknowledge and agree that all money paid  
3 pursuant to this Final Judgment is irrevocably paid to the Commission for  
4 purposes of settlement between the Commission and Defendants, and  
5 Defendants relinquish all right, title, and interest to assets held by the  
6 receiver or receivership estate, or assets subject to claims by the receiver,  
7 or assets held by the Commission in connection with this case.

8 F. Defendants are hereby required, in accordance with 31 U.S.C. § 7701, to  
9 furnish to the Commission Defendants' taxpayer identifying numbers  
10 (social security number or employer identification number), which shall be  
11 used for purposes of collecting and reporting on any delinquent amount  
12 arising out of Defendants' relationship with the government.

13 **V. RIGHT TO REOPEN**

14 **IT IS FURTHER ORDERED** that, if, upon motion by the Commission, the  
15 Court finds that any financial statement referenced in Paragraph A of Section IV above  
16 contains any material misrepresentation or omission, the suspended judgment entered in  
17 Paragraph A of Section IV, less any funds paid by Defendants pursuant to Paragraph B of  
18 Section IV, shall become immediately due and payable by Defendants, and interest  
19 computed at the rate prescribed under 28 U.S.C. § 1961, as amended, shall immediately  
20 begin to accrue on the unpaid balance; *provided, however*, that in all other respects this  
21 Final Judgment shall remain in full force and effect unless otherwise ordered by the  
22 Court; and, *provided further*, that proceedings instituted under this provision would be in  
23 addition to, and not in lieu of, any other civil or criminal remedies as may be provided by  
24 law, including but not limited to contempt proceedings, or any other proceedings that the  
25 Commission or the United States may initiate to enforce this Final Judgment. For  
26 purposes of this Section, and any subsequent proceedings to enforce payment, including  
27 but not limited to a non-dischargeability complaint filed in a bankruptcy proceedings,  
28 Defendants agree not to contest any of the allegations in the Commission's Complaint.

1 **VI. LIFTING OF ASSET FREEZE**

2 **IT IS FURTHER ORDERED** that upon entry of this Final Judgment, the freeze  
3 on Defendants' assets, as ordered in the Preliminary Injunction entered by this Court on  
4 September 4, 2002, shall be dissolved.

5 **VII. TERMINATION OF RECEIVERSHIP**

6 **IT IS FURTHER ORDERED** that upon satisfaction of the duties in Paragraph B  
7 of Section IV, the Receiver shall submit to the Court a final report and application for  
8 fees and expenses, and upon approval of the same, shall pay:

- 9 A. To the Receiver the amounts allowed by the Court pursuant to the  
10 Receiver's application for fees and expenses; and  
11 B. To the Commission all remaining monies.

12 The receivership over the corporate Defendants pursuant to this Court's Order for  
13 Preliminary Injunction entered on September 4, 2002, shall then be terminated and the  
14 provisions of said Preliminary Injunction related to the appointment of the Receiver shall  
15 be dissolved.

16 **VIII. TRANSFER OF CUSTOMER LISTS**

17 **IT IS FURTHER ORDERED** that Defendants and their officers, agents,  
18 directors, employees, salespersons, independent contractors, subsidiaries, affiliates,  
19 successors, assigns, and all other persons or entities in active concert or participation  
20 with them who receive actual notice of this Final Judgment by personal service or  
21 otherwise, whether acting directly or through any person, corporation, affiliate, division,  
22 agent, employee, consultant, independent contractor, or other device are hereby  
23 permanently restrained and enjoined from selling, renting, leasing, transferring, or  
24 otherwise disclosing the name, address, social security number, telephone number, credit  
25 card number, debit card number, bank account number, e-mail address, or other  
26 identifying information of any person, however obtained, including but not limited to  
27 information of any person who provided such information to or did business with  
28 Defendants, to any person. *Provided, however,* that Defendants may disclose such

1 identifying information to a law enforcement agency or as required by any law,  
2 regulation, or court order.

3 **IX. COMPLIANCE MONITORING**

4 **IT IS FURTHER ORDERED** that, for the purpose of monitoring and  
5 investigating compliance with any provision of this Final Judgment,

6 A. Within ten (10) days of receipt of written notice from a representative of  
7 the Commission, Ruth R. Adams, Stella L. Aguilar, Tyme Lock 2000, Inc.  
8 doing business as United Family Services and USA Membership Services,  
9 and Total Resources, Inc., each shall submit additional written reports,  
10 sworn to under penalty of perjury; produce documents for inspection and  
11 copying; appear for deposition; and/or provide entry during normal  
12 business hours to any business location in such Defendant's possession or  
13 direct or indirect control to inspect the business operation.

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

- 17 1. obtaining discovery from any person, without further leave of court,  
18 using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34,  
19 36, and 45; and
- 20 2. posing as consumers and suppliers to Defendants or any other entity  
21 managed or controlled in whole or in part by Defendants, without  
22 the necessity of identification or prior notice.

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

1 C. Defendants shall permit representatives of the Commission to interview  
2 any employer, consultant, independent contractor, representative, agent, or  
3 employee who has agreed to such an interview, relating in any way to any  
4 conduct subject to this Final Judgment. The person interviewed may have  
5 counsel present.

6 **X. COMPLIANCE REPORTING BY DEFENDANT**

7 **IT IS FURTHER ORDERED** that, in order that compliance with the provisions  
8 of this Final Judgment may be monitored:

- 9 A. For a period of five (5) years from the date of entry of this Final Judgment,
- 10 1. Ruth R. Adams and Stella L. Aguilar shall notify the Commission of  
11 the following:
- 12 a. Any changes in Defendant's residence, mailing addresses,  
13 and telephone numbers, within ten (10) days of the date of  
14 such change;
- 15 b. Any changes in Defendant's employment status (including  
16 self-employment) within ten (10) days of the date of such  
17 change. Such notice shall include the name and address of  
18 each business that Defendant is affiliated with, employed by,  
19 or performs services for; a statement of the nature of the  
20 business; and a statement of Defendant's duties and  
21 responsibilities in connection with the business; and
- 22 c. Any changes in Defendant's name or use of any aliases or  
23 fictitious names; and
- 24 2. Defendants shall notify the Commission of any changes in corporate  
25 structure that may affect compliance obligations arising under this  
26 Final Judgment, including but not limited to a dissolution,  
27 assignment, sale, merger, or other action that would result in the  
28 emergence of a successor corporation; the creation or dissolution of

1 a subsidiary, parent, or affiliate that engages in any acts or practices  
2 subject to this Final Judgment; the filing of a bankruptcy petition; or  
3 a change in the corporate name or address, at least thirty (30) days  
4 prior to such change, *provided* that, with respect to any proposed  
5 change in the corporation about which the Defendant learns less  
6 than thirty (30) days prior to the date such action is to take place,  
7 Defendant shall notify the Commission as soon as is practicable  
8 after obtaining such knowledge.

9 B. One hundred eighty (180) days after the date of entry of this Final  
10 Judgment, Defendants each shall provide a written report to the FTC,  
11 sworn to under penalty of perjury, setting forth in detail the manner and  
12 form in which they have complied and are complying with this Final  
13 Judgment. This report shall include, but not be limited to:

- 14 1. Any changes required to be reported pursuant to subparagraph (A)  
15 above; and
- 16 2. A copy of each acknowledgment of receipt of this Final Judgment  
17 obtained by any Defendant pursuant to Section XII.

18 C. For the purposes of this Final Judgment, Defendants shall, unless otherwise  
19 directed by the Commission's authorized representatives, mail all written  
20 notifications to the Commission to:

21 Regional Director, Western Region  
22 Federal Trade Commission  
23 901 Market Street, Suite 570  
24 San Francisco, CA 94103-1768  
25 Re: FTC v. Tyme Lock 2000, Inc., et al. Civil Action No. CV-S-02-1078-  
26 JCM-RJJ.

27 D. For purposes of the compliance reporting required by this Section, the  
28 Commission is authorized to communicate directly with any Defendant.

1 **XI. RECORD KEEPING PROVISIONS**

2 **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date  
3 of entry of this Final Judgment, in connection with any telemarketing business operated  
4 by any Defendant, or where any Defendant is a majority owner of the business or directly  
5 or indirectly manages or controls a business engaged in telemarketing, Defendants and  
6 their officers, agents, directors, employees, salespersons, independent contractors,  
7 subsidiaries, affiliates, successors, assigns, and all other persons or entities in active  
8 concert or participation with them who receive actual notice of this Final Judgment by  
9 personal service or otherwise, whether acting directly or through any person, corporation,  
10 affiliate, division, agent, employee, consultant, independent contractor, or other device,  
11 are hereby restrained and enjoined from failing to create and retain the following records:

- 12 A. Accounting records that reflect the cost of goods or services sold, revenues  
13 generated, and the disbursement of such revenues;
- 14 B. Personnel records accurately reflecting: the name, address, and telephone  
15 number of each person employed in any capacity by such business,  
16 including as an independent contractor; that person's job title or position;  
17 the date upon which the person commenced work; and the date and reason  
18 for the person's termination, if applicable;
- 19 C. Customer files containing the names, addresses, phone numbers, dollar  
20 amounts paid, quantity of items or services purchased, and description of  
21 items or services purchased, to the extent such information is obtained in  
22 the ordinary course of business;
- 23 D. Complaints and refund requests (whether received directly, indirectly or  
24 through any third party) and any responses to those complaints or requests;  
25 and
- 26 E. Copies of all sales scripts, training materials, advertisements, or other  
27 marketing materials.  
28

1                   **XII. DISTRIBUTION OF FINAL JUDGMENT BY DEFENDANTS**

2                   **IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of  
3 entry of this Final Judgment,

- 4                   A.     Tyme Lock 2000, Inc. d/b/a United Family Services and USA Membership  
5                   Services, and Total Resources, Inc., shall deliver a copy of this Final  
6                   Judgment to all principals, officers, directors, managers, and current  
7                   employees, agents, and representatives having responsibilities with respect  
8                   to the subject matter of this Final Judgment, and shall secure from each  
9                   such person a signed and dated statement acknowledging receipt of the  
10                  Final Judgment. Tyme Lock 2000. Inc. d/b/a United Family Services and  
11                  USA Membership Services, and Total Resources, Inc., shall deliver this  
12                  Final Judgment to current personnel within thirty (30) days after the date of  
13                  service of this Final Judgment, and to new personnel within thirty (30) days  
14                  after the person assumes such position or responsibilities; and
- 15                  B.     Ruth R. Adams and Stella L. Aguilar shall each deliver a copy of this Final  
16                  Judgment to the principals, officers, directors, managers and employees  
17                  under the control of either of them for any business that (a) employs or  
18                  contracts for personal services from either of them and (b) has  
19                  responsibilities with respect to the subject matter of this Final Judgment,  
20                  Ruth R. Adams and Stella L. Aguilar shall secure from each such person a  
21                  signed and dated statement acknowledging receipt of the Final Judgment  
22                  within thirty (30) days after the date of service of the Final Judgment or the  
23                  commencement of the employment relationship.

24                                   **XIII. ACKNOWLEDGMENT OF RECEIPT OF**  
25                                   **FINAL JUDGMENT BY DEFENDANTS**

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

1 **XIV. RETENTION OF JURISDICTION**

2 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this  
3 matter for purposes of construction, modification and enforcement of this Final  
4 Judgment.

5  
6 **IT IS SO ORDERED.**

7 Dated: July 11, 2003

*James C. Mahan*  
UNITED STATES DISTRICT JUDGE

9 **SO STIPULATED:**

10 **FOR THE PLAINTIFF,**  
11 **FEDERAL TRADE COMMISSION**

**FOR THE DEFENDANTS**

12 *Janice L. Charter*  
13 **JANICE L. CHARTER**  
14 **JEROME M. STEINER, JR.**  
15 901 Market St., Suite 570  
San Francisco, CA 94103  
Phone (415) 848-5100  
Fax (415) 848-5184

*Ruth R. Adams*  
Ruth R. Adams  
Defendant  
Individually and on behalf of  
Defendant Tyme Lock 2000, Inc.

Dated: 3-24, 2003

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Dated: 3-24, 2003

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27 Dated: 3/24/03, 2003

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