

1 ROBERTO ANGUIZOLA  
 2 ranguiola@ftc.gov  
 TRACEY THOMAS  
 3 tthomas@ftc.gov  
 DOTAN WEINMAN  
 4 dweinman@ftc.gov  
 Federal Trade Commission  
 5 600 Pennsylvania Avenue, NW, H-286  
 Washington, DC 20580  
 6 202-326-3284 (Anguizola)  
 7 202-326-2704 (Thomas)  
 202-326-3049 (Weinman)  
 8 202-326-3395 (Fax)

9 BLAINE T. WELSH  
 blaine.welsh@usdoj.gov  
 10 Assistant United States Attorney  
 Nevada Bar No. 4790  
 11 333 Las Vegas Blvd. South, Suite 5000  
 Las Vegas, NV 89101  
 12 702-388-6336  
 702-388-6787 (Fax)  
 13

14 Attorneys for Plaintiff Federal Trade Commission

15 **UNITED STATES DISTRICT COURT**  
 16 **DISTRICT OF NEVADA**

17	FEDERAL TRADE COMMISSION,	)	Case No. 2:09-CV-01349-PMP-RJJ
18	Plaintiff,	)	
19	v.	)	
20	GRANT CONNECT, LLC, et. al.	)	
21	Defendants.	)	
22		)	

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23 **STIPULATED FINAL JUDGMENT AND ORDER FOR**  
 24 **PERMANENT INJUNCTION AND MONETARY RELIEF AS TO**  
 25 **DEFENDANTS VANTEX GROUP, LLC; VERTEK GROUP, LLC; PINK LP;**  
**JULIETTE M. KIMOTO ASSET PROTECTION TRUST; AND JULIETTE M. KIMOTO**

1 Plaintiff Federal Trade Commission (“FTC”) and Defendants Vantex Group, LLC;  
2 Vertek Group, LLC; Pink LP; Juliette M. Kimoto Asset Protection Trust; and Juliette M.  
3 Kimoto, now known as Juliette Madonna Rather (collectively “Vantex Defendants”), having  
4 agreed to entry of this Order, hereby request that the Court enter this Order to resolve all matters  
5 in dispute between them in this action.

6 **IT IS THEREFORE AGREED AND ORDERED** as follows:

7 **FINDINGS**

8 1. This Court has jurisdiction over the subject matter of this case and there is good  
9 cause to believe it has jurisdiction over Vantex Defendants;

10 2. Venue is proper in this District under 15 U.S.C. § 53(b) and 28 U.S.C. §§ 1391(b)  
11 and (c);

12 3. The activities alleged in the Amended Complaint For Permanent Injunction and  
13 Other Equitable Relief (“Amended Complaint”) [D.E. 112] are in or affecting commerce as that  
14 term is defined in Section 4 of the FTC Act, 15 U.S.C. § 44;

15 4. The Amended Complaint states a claim upon which relief may be granted under  
16 Sections 5(a), 12 and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a), 52 & 53(b), Sections 907(a) and  
17 917(c) of the Electronic Fund Transfer Act, 15 U.S.C. §§ 1693e(a) & 1693o(c), and Section  
18 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b);

19 5. Vantex Defendants have entered into this Order freely and without coercion.  
20 Vantex Defendants further acknowledge that they have read the provisions of this Order and are  
21 prepared to abide by them;

22 6. This Order is in addition to, and not in lieu of, any other civil or criminal remedies  
23 that may be provided by law;

24 7. Vantex Defendants waive all rights to seek appellate review or otherwise  
25 challenge or contest the validity of this Order. Vantex Defendants further waive and release any

1 claim they may have against the Commission, its employees, representatives or agents;

2 8. Vantex Defendants agree that this Order does not entitle them to seek or to obtain  
3 attorneys' fees as prevailing parties under the Equal Access to Justice Act, 28 U.S.C. § 2412,  
4 amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996), and they further waive any rights to  
5 attorneys' fees that may arise under said provision of law; and

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

7 **DEFINITIONS**

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

9 1. **"And"** and **"or"** shall be understood to have both conjunctive and disjunctive  
10 meanings.

11 2. **"Asset"** means any legal or equitable interest in, right to, or claim to, any real,  
12 personal, or intellectual property including, but not limited to, chattel, goods, instruments,  
13 equipment, fixtures, general intangibles, effects, leaseholds, contracts, mail or other deliveries,  
14 shares or stock, securities, inventory, checks, notes, accounts, credits, receivables (as those terms  
15 are defined in the Uniform Commercial Code), lists of consumer names, accounts, credits,  
16 premises, receivables, cash, trusts, including but not limited to asset protection trusts, and reserve  
17 funds or other accounts associated with any payments processed on behalf of any Defendant,  
18 including, but not limited to, such reserve funds held by a payment processor, credit card  
19 processor, or bank.

20 3. **"Assisting others"** means: (a) performing customer service functions, including  
21 receiving or responding to consumer complaints; (b) formulating or providing, or arranging for  
22 the formulation or provision of, any marketing material, including sales scripts; (c) providing  
23 names of, or assisting in the generation of, potential customers; (d) performing marketing or  
24 billing services of any kind, including but not limited to, creating, hosting, or maintaining  
25 websites, or recruiting affiliates; (e) providing customer relationship management services or

1 products; (f) providing accounting or financial management services; or (g) processing credit and  
2 debit card payments.

3 4. **“Charge”** means any amount charged to or debited from a consumer’s credit  
4 card, debit card, checking, savings, share or similar financial account, or collected from a  
5 consumer by any other method.

6 5. **“Continuity program”** means any plan, arrangement, or system under which a  
7 consumer is periodically charged to maintain a service or periodically receive products,  
8 including access to a “member only” website, without prior notification by the seller before each  
9 charge to allow the consumer to cancel without incurring charges.

10 6. **“Dietary supplement”** means: (a) any product labeled as a dietary supplement or  
11 otherwise represented as a dietary supplement; or (b) any pill, tablet, capsule, powder, softgel,  
12 gelcap, liquid, or other similar form containing one or more ingredients that are a vitamin,  
13 mineral, herb or other botanical, amino acid, probiotic, or other dietary substance for use by  
14 humans to supplement the diet by increasing the total dietary intake, or a concentrate, metabolite,  
15 constituent, extract, or combination of any ingredient described above, that is intended to be  
16 ingested, and is not represented to be used as a conventional food or as a sole item of a meal or  
17 the diet.

18 7. **“Document”** has the meaning set forth in Federal Rule of Civil Procedure 34(a),  
19 and includes writings, drawings, graphs, charts, Internet sites, webpages, websites, electronic  
20 correspondence, including e-mail and instant messages, photographs, audio and video  
21 recordings, contracts, accounting data, advertisements (including, but not limited to,  
22 advertisements placed on the World Wide Web), FTP Logs, Server Access Logs, USENET  
23 Newsgroup postings, World Wide Web pages, books, written or printed records, handwritten  
24 notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled  
25 checks and check registers, bank statements, appointment books, computer records, and other

1 data compilations from which information can be obtained and translated. A draft or non-  
2 identical copy is a separate document within the meaning of the term.

3 8. **“Essentially Equivalent Product”** means a product that contains the identical  
4 ingredients, except for inactive ingredients (e.g., binders, colors, fillers, excipients), in the same  
5 form and dosage, and with the same route of administration (e.g., orally, sublingually), as the  
6 covered product; provided that the covered product may contain additional ingredients if reliable  
7 scientific evidence generally accepted by experts in the field demonstrates that the amount and  
8 combination of additional ingredients is unlikely to impede or inhibit the effectiveness of the  
9 ingredients in the Essentially Equivalent Product.

10 9. **“Food”** and **“drug”** have the meanings set forth in Section 15 of the Federal  
11 Trade Commission Act, 15 U.S.C. § 55.

12 10. **“FTC”** or **“Commission”** means Federal Trade Commission.

13 11. **“Including”** means “including without limitation.”

14 12. **“Individual Defendant”** or **“Juliette Kimoto”** means defendant Juliette M.  
15 Kimoto, now known as Juliette M. Rather.

16 13. **“Material”** means likely to affect a person’s choice of, or conduct regarding, any  
17 goods or services.

18 14. **“Negative-option program”** means any plan, arrangement, or system under  
19 which a consumer’s silence or failure to take affirmative action to reject products or services or  
20 to cancel the agreement is interpreted by the seller as acceptance of the offer.

21 15. **“Person”** means a natural person, an organization or other legal entity, including  
22 a corporation, partnership, sole proprietorship, limited liability company, association,  
23 cooperative, or any other group or combination acting as an entity.

24 16. **“Preauthorized electronic fund transfer”** means an electronic fund transfer  
25 authorized in advance to recur at substantially regular intervals.

1           17.     **“Receiver”** means Robb Evans & Associates LLC, the permanent receiver  
2 appointed by the Court in this action over the Vantex Receivership Defendants.

3           18.     **“Representatives”** means Defendants’ officers, agents, servants, employees, and  
4 attorneys, and any other person or entity in active concert or participation with them who  
5 receives actual notice of this Order by personal service or otherwise.

6           19.     **“Vantex Corporate Defendants”** means Pink LP; Vantex Group, LLC; Vertek  
7 Group, LLC; Juliette M. Kimoto Asset Protection Trust; and their successors and assigns.

8           20.     **“Vantex Defendants”** means Individual Defendant and Vantex Corporate  
9 Defendants, individually, collectively, or in any combination.

10          21.     **“Vantex Receivership Defendants”** means Pink LP; Vantex Group, LLC; Vertek  
11 Group, LLC; Juliette M. Kimoto Asset Protection Trust; Dixie Investment Group, Inc.; Keystone  
12 Financial LLC; Kilohana LLC; and their successors and assigns.

13          22.     **“Vantex Receivership Estate”** means all assets of the Vantex Receivership  
14 Defendants, including but not limited to: (a) any assets of the Vantex Receivership Defendants  
15 currently in the possession of the Receiver; (b) all the funds, property, premises, accounts,  
16 documents, mail, and other assets of, or in the possession or under the control of the Vantex  
17 Receivership Defendants, wherever situated, the income and profits therefrom, all sums of  
18 money now or hereafter due or owing to the Vantex Receivership Defendants, and any other  
19 assets or property belonging or owed to the Vantex Receivership Defendants; (c) any assets of  
20 the Vantex Receivership Defendants held in asset protection trusts; (d) any reserve funds or other  
21 accounts associated with any payments processed on behalf of any Vantex Receivership  
22 Defendant, including, but not limited to, such reserve funds held by a payment processor, credit  
23 card processor, or bank; and (e) all proceeds from the sale of such assets, except those assets the  
24 sale of which the Receiver in its sole discretion determines will not add appreciably to the value  
25 of the estate.

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**I.**

**BAN ON MARKETING OR SALE OF  
GRANT-RELATED PRODUCTS AND SERVICES**

**IT IS THEREFORE ORDERED** that Vantex Defendants, whether acting directly or through any other person, officer, agent, servant, employee, sole proprietorship, partnership, corporation, limited liability company, subsidiary, division, branch, trust, other entity or device, are permanently restrained and enjoined from:

A. Advertising, marketing, promoting, offering for sale, or selling any product or service, including a plan, program, or membership, that is represented, directly or by implication, to assist a consumer in any manner in obtaining a grant or other financial assistance from the government or any other source;

B. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any product or service, including a plan, program, or membership, that is represented, directly or by implication, to assist a consumer in any manner in obtaining a grant or other financial assistance from the government or any other source; and

C. Holding any ownership interest, share, or stock in any business that engages in or assists in advertising, marketing, promoting, offering for sale, or selling any product or service, including a plan, program, or membership, that is represented, directly or by implication, to assist a consumer in any manner in obtaining a grant or other financial assistance from the government or any other source.

**II.**

**BAN ON MARKETING OR SALE OF CREDIT-RELATED PRODUCTS**

**IT IS FURTHER ORDERED** that Vantex Defendants, whether acting directly or through any other person, officer, agent, servant, employee, sole proprietorship, partnership, corporation, limited liability company, subsidiary, division, branch, trust, other entity or device,





1 Vantex Defendants.

2 B. Assisting others engaged in advertising, marketing, promoting, offering for sale,  
3 or selling any product or service, including a plan, program or membership, that is represented,  
4 directly or by implication, to a consumer as a work-from-home opportunity, business  
5 opportunity, franchise, or other opportunity to earn income other than as an employee,  
6 independent contractor or vendor of the Vantex Defendants; and

7 C. Holding any ownership interest, share, or stock in any business that engages in or  
8 assists in advertising, marketing, promoting, offering for sale, or selling any product or service,  
9 including a plan, program or membership, that is represented, directly or by implication, to a  
10 consumer as a work-from-home opportunity, business opportunity, franchise, or other  
11 opportunity to earn income other than as an employee, independent contractor or vendor of the  
12 Vantex Defendants; *provided, however*, that this prohibition shall not apply to any publicly-  
13 traded company in which Vantex Defendants own one (1) percent or less of the outstanding  
14 common shares.

15 **IV.**

16 **BAN ON VANTEX CORPORATE DEFENDANTS' MARKETING**  
17 **OR SALE OF DIETARY SUPPLEMENTS AND NUTRACEUTICALS**

18 **IT IS FURTHER ORDERED** that Vantex Corporate Defendants, whether acting  
19 directly or through any other person, officer, agent, servant, employee, sole proprietorship,  
20 partnership, corporation, limited liability company, subsidiary, division, branch, trust, other  
21 entity or device, are permanently restrained and enjoined from:

22 A. Advertising, marketing, promoting, offering for sale, or selling any dietary  
23 supplement, nutraceutical, or any other product that is not represented to be used as a  
24 conventional food and is represented, directly or by implication, to assist a consumer in losing  
25 weight, colon cleansing, building muscle, gaining energy, diminishing fatigue, or slowing down

1 the aging process;

2 B. Assisting others engaged in advertising, marketing, promoting, offering for sale,  
3 or selling any dietary supplement, nutraceutical, or any other product that is not represented to be  
4 used as a conventional food and is represented, directly or by implication, to assist a consumer in  
5 losing weight, colon cleansing, building muscle, gaining energy, diminishing fatigue, or slowing  
6 down the aging process; and

7 C. Holding any ownership interest, share, or stock in any business that engages in or  
8 assists in advertising, marketing, promoting, offering for sale, or selling any dietary supplement,  
9 nutraceutical, or any other product that is not represented to be used as a conventional food and  
10 is represented, directly or by implication, to assist a consumer in losing weight, colon cleansing,  
11 building muscle, gaining energy, diminishing fatigue, or slowing down the aging process;  
12 *provided, however*, that this prohibition shall not apply to any publicly-traded company in which  
13 Vantex Defendants own one (1) percent or less of the outstanding common shares.

14 V.

15 **CONDUCT PROHIBITION REGARDING JULIETTE KIMOTO'S MARKETING**  
16 **OR SALE OF DIETARY SUPPLEMENTS AND NUTRACEUTICALS**

17 **IT IS FURTHER ORDERED** that Juliette Kimoto and her Representatives, whether  
18 acting directly or through any sole proprietorship, partnership, corporation, limited liability  
19 company, subsidiary, division, branch, trust, other entity or device, in connection with the  
20 advertising, marketing, promoting, offering for sale, or selling of any food, drug, dietary  
21 supplement, or nutraceutical is permanently restrained and enjoined from:

22 A. Making, or assisting others in making, directly or by implication, including  
23 though the use of a product name, endorsement, depiction, or illustration, any representation that  
24 such product causes weight loss unless the representation is non-misleading and, at the time of  
25 making such representation, Juliette Kimoto possesses and relies upon competent and reliable

1 scientific evidence that substantiates that the representation is true. For purposes of this Section  
2 V.A, competent and reliable scientific evidence shall consist of at least two adequate and well-  
3 controlled human clinical studies of the product, or of an Essentially Equivalent Product,  
4 conducted by different researchers, independently of each other, that conform to acceptable  
5 designs and protocols and whose results, when considered in light of the entire body of relevant  
6 and reliable scientific evidence, are sufficient to substantiate that the representation is true.  
7 Juliette Kimoto shall have the burden of proving that a product satisfies the definition of  
8 Essentially Equivalent Product.

9 B. Making, or assisting others in making, directly or by implication, including  
10 through the use of a product name, endorsement, depiction, or illustration, any representation  
11 about the health benefits, performance, or efficacy of such product, including that such product:

- 12 1. Cleanses the colon;
- 13 2. Builds muscle;
- 14 3. Results in energy gain;
- 15 4. Diminishes fatigue; or
- 16 5. Slows down the aging process;

17 unless the representation is non-misleading, and, at the time of making such  
18 representation, Juliette Kimoto possesses and relies upon competent and reliable scientific  
19 evidence that is sufficient in quality and quantity based on standards generally accepted in the  
20 relevant scientific fields, when considered in light of the entire body of relevant and reliable  
21 scientific evidence, to substantiate that the representation is true. For purposes of this Section  
22 V.B, competent and reliable scientific evidence means tests, analyses, research, or studies that  
23 have been conducted and evaluated in an objective manner by qualified persons and are  
24 generally accepted in the profession to yield accurate and reliable results.  
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**VI.**

**BAN ON CONTINUITY PROGRAMS AND  
NEGATIVE-OPTION MARKETING**

**IT IS FURTHER ORDERED** that Vantex Defendants, whether acting directly or through any other person, officer, agent, servant, employee, sole proprietorship, partnership, corporation, limited liability company, subsidiary, division, branch, trust, other entity or device, are permanently restrained and enjoined from:

A. Advertising, marketing, promoting, offering for sale, or selling any product or service in which consumers will be entered into a Continuity program or a Negative-option program;

B. Assisting others engaged in advertising, marketing, promoting, offering for sale, or selling any product or service in which consumers will be entered into a Continuity program or a Negative-option program; and

C. Holding any ownership interest, share, or stock in any business that engages in or assists in advertising, marketing, promoting, offering for sale, or selling any product or service in which consumers will be entered into a Continuity program or a Negative-option program; *provided, however*, that this prohibition shall not apply to any publicly-traded company in which Vantex Defendants own one (1) percent or less of the outstanding common shares.

**VII.**

**BAN ON PREAUTHORIZED ELECTRONIC FUND TRANSFERS**

**IT IS FURTHER ORDERED** that Vantex Defendants, whether acting directly or through any other person, officer, agent, servant, employee, sole proprietorship, partnership, corporation, limited liability company, subsidiary, division, branch, trust, other entity or device, are permanently restrained and enjoined from:

A. Taking payment from consumers by preauthorized electronic fund transfer;





- 1 the benefit of Juliette Kimoto's minor son;
- 2 2. All funds held by Wells Fargo Bank in the name of Juliette Kimoto,
- 3 including the accounts ending in 3258, 3148, 8395, 0649, and 7113;
- 4 3. All funds held by State Bank of Southern Utah in the name of Juliette
- 5 Kimoto, including the account ending in 0420;
- 6 4. All assets of the Vantex Receivership Defendants;
- 7 5. All funds held by JP Morgan Chase Bank N.A., in the name of Vantex
- 8 Group LLC, including the accounts ending in 969-9, 972-2,
- 9 6. All funds held by Wells Fargo Bank in the name of Vantex Group LLC
- 10 including the account ending in 3087;
- 11 7. All funds held by JP Morgan Chase Bank N.A., in the name of Vertek
- 12 Group LLC, including the account ending in 076-2,
- 13 8. All funds held by Wells Fargo Bank in the name of Vertek Group LLC
- 14 including the account ending in 3148;
- 15 9. All funds held by Wells Fargo Bank in the name of Kilohana LLC,
- 16 including the account ending in 3258;
- 17 10. Any and all interest in Mormon Boy Off-Broadway LLC and any profits
- 18 derived from the "Confessions of a Mormon Boy" play identified in Item
- 19 15 of the Individual Financial Statement signed by Juliette Kimoto, and
- 20 dated October 6, 2009;
- 21 11. The 7.34 ct. Princess cut diamond stone identified in Item 20, Attachment
- 22 7, of the Individual Financial Statement signed by Juliette Kimoto, and
- 23 dated October 6, 2009, and described in E.D.G.L. Laboratory Report No.
- 24 2680202222;
- 25 12. The 2.35 ct. Princess cut diamond stone identified in Item 20, Attachment

1 7, of the Individual Financial Statement signed by Juliette Kimoto, and  
2 dated October 6, 2009;

3 13. All of the "Other Jewelry" identified in Item 20 of the Individual Financial  
4 Statement signed by Juliette Kimoto, and dated October 6, 2009, including  
5 the Wedding Ring Setting, Rolex Yacht Master, Rolex Ladies Two Tone,  
6 Men's Gold Wedding Ring with Black Coral, and the Gucci Gold Ring;

7 14. All of the "Guns" identified in Item 20 of the Individual Financial  
8 Statement signed by Juliette Kimoto, and dated October 6, 2009, including  
9 the 40 caliber Glock, Rifle 7.62X54 r m 1944 CAI, Shot gun Remington  
10 870 express, and the Desert Eagle 50 caliber hand gun;

11 15. The Yamaha Piano C7 identified in the Inventory of Personal Assets dated  
12 January 26, 2010 and submitted by Juliette Kimoto to the FTC; and

13 16. The 1967 Chevrolet Camaro titled to Juliette Kimoto with Vehicle  
14 Identification Number 124377L157488.

15 E. To effect the surrender of the funds identified in Sections X.C. and X.D.1-3, the  
16 Court directs that Vantex Defendants and/or the entities holding the funds or their successors  
17 shall, immediately upon receiving notice of this Order, remit the funds to the Commission by  
18 certified check(s) or other guaranteed funds payable to the Federal Trade Commission, Financial  
19 Management Office, or by wire transfer in accordance with directions provided by counsel for  
20 the Commission.

21 F. Immediately upon the entry of this Order, Vantex Defendants shall deliver  
22 possession to the Receiver of the assets identified in Section X.D.4-16 (the "Vantex Assets").  
23 The Receiver is hereby directed to market and sell the Vantex Assets and commence the  
24 liquidation and dissolution of the Vantex Receivership Defendants in a commercially reasonable  
25 manner pursuant to Sections XIII – XV below. Vantex Defendants shall take all steps necessary



1 to assist the Receiver in the sale of the Vantex Assets and shall not add any encumbrances on the  
2 Vantex Assets. Any transfer fees, taxes, or other payments mandated from the transferor under  
3 law shall be paid from the proceeds of each sale at the time such asset is sold.

4 G. Vantex Defendants relinquish all dominion, control, and title to the assets  
5 surrendered or paid to the fullest extent permitted by law. Vantex Defendants shall make no  
6 claim to or demand return of these assets, directly or indirectly, through counsel or otherwise.

7 H. Vantex Defendants acknowledge and agree that the Receiver has authority under  
8 this Order to take any steps necessary to dissolve and wind down the Vantex Receivership  
9 Defendants and liquidate the assets of the Vantex Receivership Defendants, including the Vantex  
10 Assets identified in Section X.D.4-16.

11 I. In the event that it is necessary to execute additional documents to transfer or  
12 liquidate assets of the Vantex Receivership Defendants or any assets that are to be surrendered  
13 under this Order, or to dissolve and wind down the Vantex Receivership Defendants, Vantex  
14 Defendants shall execute such documents within three (3) business days of a request from the  
15 Receiver or the FTC.

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

1 K. Vantex Defendants shall have no right to contest the manner of distribution  
2 chosen by the Commission. No portion of any payment under the Judgment herein shall be  
3 deemed a payment of any fine, penalty, or punitive assessment.

4 L. Vantex Defendants agree that the facts as alleged in the Amended Complaint filed  
5 in this action shall be taken as true without further proof in any bankruptcy case or subsequent  
6 civil litigation pursued by the Commission to enforce its rights to any payment or money  
7 judgment pursuant to this Order, including, but not limited to, a nondischargeability complaint in  
8 any bankruptcy case. Vantex Defendants further stipulate and agree that the facts alleged in the  
9 Complaint establish all elements necessary to sustain an action pursuant to, and that this Order  
10 shall have collateral estoppel effect for purposes of Section 523(a)(2)(A) of the Bankruptcy  
11 Code, 11 U.S.C. § 523(a)(2)(A).

12 M. In accordance with 31 U.S.C. § 7701, Vantex Defendants are hereby required,  
13 unless they have done so already, to furnish to the Commission their taxpayer identifying  
14 numbers and/or social security numbers, which shall be used for the purposes of collecting and  
15 reporting on any delinquent amount arising out of Vantex Defendants' relationship with the  
16 government.

17 N. Vantex Defendants agree that they will not, whether acting directly or through  
18 any corporation, partnership, subsidiary, division, trade name, device, or other entity, submit to  
19 any federal or state tax authority any return, amended return, or other official document that  
20 takes a deduction for, or seeks a tax refund or other favorable treatment for, any payment by  
21 Vantex Defendants pursuant to this Order. Vantex Defendants further agree that they will not  
22 seek a credit or refund of any kind for federal or state taxes or penalties for tax years 2004 to  
23 2010. However, if Vantex Defendants otherwise obtain a credit or refund of any federal or state  
24 taxes or penalties paid for tax years 2004 to 2010, then Vantex Defendants shall promptly pay  
25 the Commission the amount of such credit or refund, together with any interest Vantex

1 Defendants have earned in connection with any such credit or refund.

2 **XI.**

3 **COOPERATION WITH FTC COUNSEL**

4 **IT IS FURTHER ORDERED** that Vantex Defendants shall, in connection with this  
5 action or any subsequent investigations related to or associated with the transactions or the  
6 occurrences that are the subject of the FTC's Amended Complaint, cooperate in good faith with  
7 the FTC and appear, or cause its officers, employees, representatives, or agents to appear, at such  
8 places and times as the FTC shall reasonably request, after written notice, for interviews,  
9 conferences, pretrial discovery, review of documents, and for such other matters as may be  
10 reasonably requested by the FTC. If requested in writing by the FTC, Vantex Defendants shall  
11 appear, or cause their officers, employees, representatives, or agents to appear, and provide  
12 truthful testimony in any trial, deposition, or other proceeding related to or associated with the  
13 transactions or the occurrences that are the subject of the Amended Complaint, without the  
14 service of a subpoena.

15 **XII.**

16 **RIGHT TO REOPEN**

17 **IT IS FURTHER ORDERED** that:

18 A. The Commission's agreement to, and the Court's approval of, this Order,  
19 including, but not limited to, the suspension of the monetary judgment against Vantex  
20 Defendants, is expressly premised upon the truthfulness, accuracy, and completeness of Juliette  
21 Kimoto's financial condition, as represented in the Individual Financial Statement signed by  
22 Juliette Kimoto, and dated October 6, 2009, including all attachments and supplemental  
23 materials, the Inventory of Personal Assets dated January 26, 2010 and submitted by Juliette  
24 Kimoto to the FTC, copies of tax returns for Juliette Kimoto, and statements made by Juliette  
25 Kimoto during the March 18, 2010 meeting between her and the staff of the Division of

1 Marketing Practices of the Commission (collectively the “Juliette Kimoto Financial  
2 Representations”), all of which the Commission relied upon in negotiating and agreeing to the  
3 terms of this Order. Juliette Kimoto expressly represents that the Juliette Kimoto Financial  
4 Representations truthfully, accurately, and completely represent her financial condition as of the  
5 date she stipulated to and signed this Order.

6 B. If, upon motion by the Commission to the Court, the Court finds that any of the  
7 Vantex Defendants, in any of the above-referenced materials, including the Juliette Kimoto  
8 Financial Representations, or during any deposition, failed to disclose any asset, materially  
9 misrepresented the value of any asset, or made any other material misrepresentation or omission,  
10 monetary judgment will be entered against the Vantex Defendants in favor of the FTC, in the  
11 amount of twenty-nine million, nine-hundred sixteen thousand, five hundred, thirty-three dollars  
12 and fifty-eight cents (\$29,916,533.58), which is the amount of injury suffered by consumers, all  
13 of which will become immediately due and payable, less any payments already made.

14 *Provided, however,* that in all other respects, this Order shall remain in full force and  
15 effect, unless otherwise ordered by the Court; and,

16 *Provided further,* that proceedings initiated under this provision would be in addition to,  
17 and not in lieu of, any other civil or criminal remedies as may be provided by law, including any  
18 proceedings that the Commission may initiate to enforce this Order. For purposes of this  
19 Section, Vantex Defendants waive the right to contest any of the allegations in the Amended  
20 Complaint.

21 **XIII.**

22 **APPOINTMENT OF RECEIVER TO WIND DOWN**

23 **VANTEX RECEIVERSHIP DEFENDANTS AND LIQUIDATE ASSETS**

24 **IT IS FURTHER ORDERED** that Robb Evans & Associates LLC is hereby appointed  
25 as the liquidating Receiver for the Vantex Receivership Defendants, with the full power of an

1 equity receiver, for the purpose of taking the necessary steps to wind down the businesses of the  
2 Vantex Receivership Defendants, liquidate the assets of the Vantex Receivership Defendants,  
3 liquidate the Vantex Assets, and pay any net proceeds to the FTC to satisfy the monetary  
4 judgment in this Order. The Receiver shall be the agent of this Court, and solely the agent of this  
5 Court, in acting as Receiver under this Order. The Receiver shall be accountable directly to this  
6 Court, and is authorized and directed to:

7       A.     Continue to exercise full control over the Vantex Receivership Defendants and  
8 continue to collect, marshal, and take custody, control, and possession of the Vantex  
9 Receivership Estate with full power to collect, receive, and take possession of all goods, chattels,  
10 rights, credits, monies, effects, lands, leases, books and records, limited partnership records,  
11 work papers, and records of accounts, including computer-maintained information, contracts,  
12 financial records, monies on hand in banks and other financial institutions, and other papers and  
13 documents of other individuals, partnerships, or corporations whose interests are now held by or  
14 under the direction, possession, custody, or control of the Vantex Receivership Defendants;

15       B.     Continue to have full control over the management and personnel of the Vantex  
16 Receivership Defendants, including the authority to remove, as the Receiver deems necessary or  
17 advisable, any officer, independent contractor, employee, or agent of the Vantex Receivership  
18 Defendants from control of, management of, or participation in, the affairs of the Vantex  
19 Receivership Defendants;

20       C.     Take all steps necessary or advisable, including issuing subpoenas, to locate and  
21 liquidate all other assets of the Vantex Receivership Defendants, cancel the Vantex Receivership  
22 Defendants' contracts, collect on amounts owed to the Vantex Receivership Defendants, and take  
23 such other steps as may be necessary to wind-down, terminate and dissolve the Vantex  
24 Receivership Defendants efficiently;

25       D.     Make payments and disbursements from the Vantex Receivership estate that are

1 necessary or advisable for carrying out the directions of, or exercising the authority granted by,  
2 this Order. The Receiver shall apply to the Court for prior approval of any payment of any debt  
3 or obligation incurred by the Vantex Receivership Defendants prior to the date of entry of the  
4 temporary restraining order in this action, except payments that the Receiver deems necessary or  
5 advisable to secure and liquidate assets of the Vantex Receivership Defendants, such as rental  
6 payments or payment of liens;

7 E. Take all steps necessary or advisable, including issuing subpoenas, to identify the  
8 name, address, telephone number, date of purchase, program or product purchased, total amount  
9 paid, amount of any full or partial refund or chargeback, and payment information for consumers  
10 who were charged by the Vantex Receivership Defendants, and provide the FTC, upon request,  
11 with any customer records or other business records of the Vantex Receivership Defendants;

12 F. Continue to defend, compromise, adjust, or otherwise dispose of any or all actions  
13 or proceedings instituted in the past or in the future against the Receiver in its role as Receiver,  
14 or against the Vantex Receivership Defendants, as the Receiver deems necessary and advisable  
15 to carry out the Receiver's mandate under this Order;

16 G. Continue to perform all acts necessary or advisable to complete an accounting of  
17 the Receivership assets, and prevent unauthorized transfer, withdrawal, or misapplication of  
18 assets;

19 H. Continue to maintain accurate records of all receipts and expenditures that it  
20 makes as Receiver;

21 I. Continue to enter into and cancel contracts, and purchase insurance as advisable  
22 or necessary;

23 J. Continue to maintain bank accounts created as designated depositories for funds  
24 of the Vantex Receivership Defendants, and make all payments and disbursements from the  
25 Receivership estate from such an account;

1           K.     Perform all incidental acts that the Receiver deems advisable or necessary to  
2 execute its duties under this Order, including but not limited to: (1) the retention, employment, or  
3 dismissal of outside investigators, attorneys or accountants of the Receiver's choice to assist,  
4 advise, and represent the Receiver; (2) the movement and storage of any equipment, furniture,  
5 records, files, or other physical property of the Vantex Receivership Defendants; and (3) the  
6 retention, employment, or dismissal of auctioneers or other professionals to assist in the  
7 liquidation of the Vantex Receivership Defendants' assets;

8           L.     Continue to cooperate with reasonable requests for information or assistance from  
9 any state or federal law enforcement agency;

10          M.     Dispose of, or arrange for the disposal of, the records of the Vantex Receivership  
11 Defendants no later than six months after the Court's approval of the Receiver's final report,  
12 except that:

- 13               1.     To the extent that such records are reasonably available, the Receiver shall  
14                       arrange for records sufficient to ascertain the funds that an individual  
15                       consumer paid to the Vantex Receivership Defendants to be retained for a  
16                       minimum of one year from the entry of this Order, and
- 17               2.     If state or local law regulating the Vantex Receivership Defendants'  
18                       business requires the retention of particular records for a specified period,  
19                       the Receiver shall arrange for such records to be disposed of after the  
20                       specified period has expired.

21          N.     Immediately enforce the judgment set forth in Section X by taking all necessary  
22 or appropriate post-judgment collection steps, including but not limited to obtaining and levying  
23 writs of execution and creating, perfecting and enforcing judgment liens on any real or personal  
24 property of the Vantex Defendants; and

25          O.     Immediately enforce any judgment entered by the Court pursuant to Section

1 XII.B. by taking all necessary or appropriate post-judgment collection steps, including but not  
2 limited to obtaining and levying writs of execution and creating, perfecting and enforcing  
3 judgment liens on any real or personal property of the Vantex Receivership Defendants.

4 P. Take any and all steps that the Receiver concludes are appropriate to wind down  
5 the Vantex Receivership Defendants;

6 Q. Enter into agreements in connection with the reasonable and necessary  
7 performance of the Receiver's duty to sell the Vantex Assets, including but not limited to the  
8 retention of assistants, agents, or other professionals to assist in the sale of the Vantex Assets;  
9 and

10 R. Distribute to the Commission, without further order of the Court, the funds  
11 received from the sale of the Vantex Assets.

12 **XIV.**

13 **COMPENSATION OF RECEIVER**

14 **IT IS FURTHER ORDERED** that the Receiver and all personnel hired by the Receiver,  
15 including counsel to the Receiver and accountants, are entitled to reasonable compensation for  
16 the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses  
17 incurred by them, from the assets now held by, in the possession or control of, or which may be  
18 received by, the Vantex Receivership Defendants. The Receiver shall apply to the Court for  
19 approval of specific amounts of compensation and expenses and must not increase the hourly  
20 rates used as the bases for such fee applications without prior approval of the Court.

21 **XV.**

22 **RECEIVER'S FINAL REPORT AND DISBURSEMENT OF ASSETS**

23 **IT IS FURTHER ORDERED** that

24 A. No later than sixty (60) days from the date of the entry of this Order, the Receiver  
25 shall file and serve on the parties a report (the "Final Report") to the Court that details the steps



1 taken to dissolve the Vantex Receivership Estate. The Final Report must include an accounting  
2 of the Vantex Receivership Estate's finances and total assets and a description of what other  
3 actions, if any, must be taken to wind down the Receivership;

4 B. The Receiver shall mail copies of the Final Report to all known creditors of the  
5 Vantex Receivership Defendants with a notice stating that any objections to paying any assets of  
6 the Vantex Receivership Defendants to satisfy the Receiver's costs and expenses and the  
7 monetary judgment set forth in this Order must be submitted to the Court and served by mail  
8 upon the Receiver and the parties within thirty (30) days of the mailing of the Final Report;

9 C. No later than fifteen (15) days after submission of the Final Report, the Receiver  
10 shall file an application for payment of compensation and expenses associated with its  
11 performance of its duties as Receiver;

12 D. The Court will review the Final Report and any objections to the report and,  
13 absent a valid objection, will issue an order directing that the Receiver:

14 1. Pay the reasonable costs and expenses of administering the Vantex  
15 Receivership, including compensation of the Receiver and the Receiver's  
16 personnel authorized by Section XIV of this Order or other orders of this  
17 Court and the actual out-of-pocket costs incurred by the Receiver in  
18 carrying out its duties;

19 2. Pay all remaining funds to the FTC or its designated agent.

20 E. If subsequent actions (such as the completion of tax returns or further actions to  
21 recover funds for the Vantex Receivership Estate) are appropriate, the Receiver shall file an  
22 additional report or reports (the "Supplemental Reports") describing the subsequent actions and a  
23 subsequent application for the payment of fees and expenses related to the subsequent acts.

24 F. With Court approval, the Receiver may hold back funds for a specified period as a  
25 reserve to cover additional fees and costs related to actions to be addressed in a Supplemental

1 Report. If the Receiver does not make a supplemental application for fees and expenses within  
2 the specified period, or if funds remain in the reserve fund after the payment of fees and  
3 expenses approved by the Court in response to such a supplemental application, all funds in the  
4 reserve funds shall be immediately paid to the FTC or its designated agent.

5 **XVI.**

6 **LIMITED LIFTING OF ASSET FREEZE**

7 **IT IS FURTHER ORDERED** that the freeze of Vantex Defendants' assets set forth in  
8 the Preliminary Injunction Order As to Defendants Global Gold, Inc.; Pink LP; Vantex Group,  
9 LLC; Vertek Group, LLC; Rachael A. Cook; Steven R. Henriksen; and Juliette M. Kimoto [D.E.  
10 83], entered by this Court on September 22, 2009, shall be lifted to the extent necessary to turn  
11 over Vantex Defendants' assets as required by Section X of this Order, and upon completion of  
12 the turn-over, shall be lifted permanently only as to Defendant Juliette Kimoto.

13 **XVII.**

14 **COMPLIANCE MONITORING**

15 **IT IS FURTHER ORDERED** that, for the purpose of (i) monitoring and investigating  
16 compliance with any provision of this Order, and (ii) investigating the accuracy of the Juliette  
17 Kimoto Financial Representations upon which the Commission's agreement to this Order is  
18 expressly premised:

19 A. Within ten (10) days of receipt of written notice from a representative of the  
20 Commission, Vantex Defendants each shall submit additional written reports, which are true and  
21 accurate and sworn to under penalty of perjury; produce documents for inspection and copying;  
22 appear for deposition; and provide entry during normal business hours to any business location in  
23 each Vantex Defendant's possession or direct or indirect control to inspect the business  
24 operation;

25 B. In addition, the Commission is authorized to use all other lawful means, including

1 but not limited to:

2 1. obtaining discovery from any person, without further leave of court, using  
3 the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69;

4 2. having its representatives pose as consumers and suppliers to Vantex  
5 Defendants, their employees, or any other entity managed or controlled in whole or in part by  
6 any Vantex Defendant, without the necessity of identification or prior notice; and

7 C. Vantex Defendants shall permit representatives of the Commission to interview  
8 any employer, consultant, independent contractor, representative, agent, or employee who has  
9 agreed to such an interview, relating in any way to any conduct subject to this Order. The person  
10 interviewed may have counsel present.

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

16 **XVIII.**

17 **COMPLIANCE REPORTING**

18 **IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this  
19 Order may be monitored:

20 A. For a period of five (5) years from the date of entry of this Order,

21 1. Individual Defendant shall notify the Commission of the following:

22 a) Any changes in Individual Defendant's residence, mailing  
23 addresses, and telephone numbers, within ten (10) days of the date  
24 of such change;

25 b) Any changes in Individual Defendant's employment status

1 (including self-employment), and any change in her ownership in  
2 any business entity within ten (10) days of the date of such change.  
3 Such notice shall include the name and address of each business  
4 that she is affiliated with, employed by, creates or forms, or  
5 performs services for; a detailed description of the nature of the  
6 business; and a detailed description of her duties and  
7 responsibilities in connection with the business or employment;  
8 and

9 c) Any changes in Individual Defendant's name or use of any aliases  
10 or fictitious names within ten (10) days of the date of such change;

11 2. Individual Defendant shall notify the Commission of any changes in  
12 structure of any business entity that Individual Defendant directly or indirectly controls, or has  
13 an ownership interest in, that may affect compliance obligations arising under this Order,  
14 including but not limited to incorporation or other organization; a dissolution, assignment, sale,  
15 merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate; or a  
16 change in the business name or address, at least thirty (30) days prior to such change, *provided*  
17 that, with respect to any such change in the business entity about which Individual Defendant  
18 learns less than thirty (30) days prior to the date such action is to take place, Individual  
19 Defendant shall notify the Commission as soon as is practicable after obtaining such knowledge.

20 B. One hundred eighty (180) days after the date of entry of this Order and annually  
21 thereafter for a period of five (5) years, Individual Defendant shall provide a written report to the  
22 FTC, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the  
23 manner and form in which they have complied and are complying with this Order. This report  
24 shall include, but not be limited to:

25 1. Individual Defendant's then-current residence address, mailing addresses,

1 and telephone numbers;

2           2.     Individual Defendant's then-current employment status (including self-  
3 employment), including the name, addresses, and telephone numbers of each business that  
4 Individual Defendant is affiliated with, employed by, or performs services for; a detailed  
5 description of the nature of the business; and a detailed description of Individual Defendant's  
6 duties and responsibilities in connection with the business or employment;

7           3.     Any other changes required to be reported under Subsection A of this  
8 Section; and

9           4.     A copy of each acknowledgment of receipt of this Order, obtained  
10 pursuant to the Section titled "Distribution of Order."

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

13           D.     For the purposes of this Order, Individual Defendant shall, unless otherwise  
14 directed by the Commission's authorized representatives, send by overnight courier all reports  
15 and notifications required by this Order to the Commission, to the following address:

16                   Associate Director for Enforcement

17                   Bureau of Consumer Protection

18                   Federal Trade Commission

19                   600 Pennsylvania Avenue, N.W.

20                   Washington, D.C. 20580

21                   RE:    *FTC v. Grant Connect, et al., 2:09-CV-01349-PMP-RJJ*

22  
23 *Provided that, in lieu of overnight courier, Individual Defendant may send such reports or*  
24 *notifications by first-class mail, but only if Individual Defendant contemporaneously sends an*  
25 *electronic version of such report or notification to the Commission at: [DEBrief@ftc.gov](mailto:DEBrief@ftc.gov).*

1 E. For purposes of the compliance reporting and monitoring required by this Order,  
2 the Commission is authorized to communicate directly with Individual Defendant.

3 **XIX.**

4 **RECORDKEEPING**

5 **IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry  
6 of this Order, Individual Defendant for any business for which she is the majority owner or  
7 directly or indirectly controls, is hereby restrained and enjoined from failing to create and retain  
8 the following records:

9 A. Accounting records that reflect the cost of goods or services sold, revenues  
10 generated, and the disbursement of such revenues;

11 B. Personnel records accurately reflecting: the name, address, and telephone number  
12 of each person employed in any capacity by such business, including as an independent  
13 contractor; that person's job title or position; the date upon which the person commenced work;  
14 and the date and reason for the person's termination, if applicable;

15 C. Customer files containing the names, addresses, phone numbers, dollar amounts  
16 paid, quantity of items or services purchased, and description of items or services purchased, to  
17 the extent such information is obtained in the ordinary course of business;

18 D. Complaints and refund requests (whether received directly or indirectly, such as  
19 through a third party), and any responses to those complaints or requests;

20 E. Copies of all sales scripts, training materials, advertisements, or other marketing  
21 materials; and

22 F. All records and documents necessary to demonstrate full compliance with each  
23 provision of this Order, including but not limited to, copies of acknowledgments of receipt of  
24 this Order required by the Sections titled "Distribution of Order" and "Acknowledgment of  
25 Receipt of Order" and all reports submitted to the FTC pursuant to the Section titled

1 “Compliance Reporting.”

2 **XX.**

3 **DISTRIBUTION OF ORDER**

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

6 A. Individual Defendant as control person: For any business that Individual  
7 Defendant controls, directly or indirectly, or in which Individual Defendant has a majority  
8 ownership interest, Individual Defendant must deliver a copy of this Order to (1) all principals,  
9 officers, directors, and managers of that business; (2) all employees, agents, and representatives  
10 of that business who engage in conduct related to the subject matter of the Order; and (3) any  
11 business entity resulting from any change in structure set forth in Subsection A.2 of the Section  
12 XVIII titled “Compliance Reporting.” For current personnel, delivery shall be within five (5)  
13 days of entry of this Order. For new personnel, delivery shall occur prior to them assuming their  
14 responsibilities. For any business entity resulting from any change in structure set forth in  
15 Section XVIII.A.2, delivery shall be at least ten (10) days prior to the change in structure.

16 B. Individual Defendant must secure a signed and dated statement acknowledging  
17 receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the  
18 Order pursuant to this Section.

19  
20 **XXI.**

21 **ACKNOWLEDGMENT OF RECEIPT OF ORDER**

22 **IT IS FURTHER ORDERED** that each Vantex Defendant, within five (5) business  
23 days of receipt of this Order as entered by the Court, must submit to the Commission a truthful  
24 sworn statement acknowledging receipt of this Order.

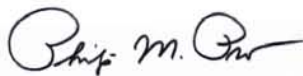
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XXII.

RETENTION OF JURISDICTION

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

SO ORDERED this \_ 1st day of September, 2011.



The Honorable Philip M. Pro  
United States District Judge

IT IS SO STIPULATED:

  
ROBERTO ANGUIZOLA  
TRACEY THOMAS  
DOTAN WEINMAN  
FEDERAL TRADE COMMISSION  
600 Pennsylvania Avenue, NW, H-286  
Washington, DC 20580  
Telephone: (202) 326-3284 (Anguizola)  
                  (202) 326-2704 (Thomas)  
                  (202) 326-3049 (Weinman)  
E-mail: ranguizola@ftc.gov  
          tthomas@ftc.gov  
          dweinman@ftc.gov  
Facsimile: (202) 326-3395  
Attorneys for Plaintiff Federal Trade  
Commission  
DOUGLASS MITCHELL  
BOIES, SCHILLER & FLEXNER LLP  
300 South Fourth Street, Suite 800  
Las Vegas, Nevada 89101  
Tel: 702-382-7300  
Email: dmitchell@bsflp.com  
Attorney for Defendants Juliette M.  
Kimoto, Vantex Group, LLC; Vertek  
Group, LLC; Pink LP; and Juliette M.  
Kimoto Asset Protection Trust



Juliette M. Kimoto Juliette M. Kimoto  
JULIETTE M. KIMOTO, now known as Juliette  
Madonna Rather VANTEX GROUP, LLC

By: Juliette M. Kimoto on behalf of the  
Juliette M. Kimoto Asset Protection Trust, the  
sole member of Vantex Group, LLC

Juliette M. Kimoto Juliette M. Kimoto  
VERTEK GROUP, LLC PINK LP

By: Juliette M. Kimoto on behalf of Pink LP,  
the sole member of Vertek Group, LLC By: Juliette M. Kimoto, General Partner

Juliette M. Kimoto  
JULIETTE M. KIMOTO ASSET PROTECTION  
TRUST  
By: Juliette M. Kimoto, Investment Trustee

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