

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 12-23919-Civ-Cooke/Turnoff

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

SHOPPER SYSTEMS, LLC; REVENUE
WORKS, LLC d/b/a SURPLUS SUPPLIER;
EMZ VENTURES, LLC; THE VERACITY
GROUP, LP; BRETT BROUSSEAU;
MICHAEL MOYSICH; KEITH POWELL

Defendants /

**STIPULATED ORDER FOR PERMANENT INJUNCTION
AND MONETARY JUDGMENT AGAINST DEFENDANTS MICHAEL MOYSICH,
CONCEPT ROCKET, LLC, REVENUE WORKS, LLC d/b/a SURPLUS SUPPLIER,
SHOPPER SELECT, LLC, AND SHOPPER SYSTEMS, LLC**

Plaintiff Federal Trade Commission ("FTC" or the "Commission") filed its Complaint for Permanent Injunction and Other Equitable Relief ("Complaint") in this matter, alleging violations of Section 5(a) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45(a) and the FTC's Trade Regulation Rule entitled "Disclosure Requirements and Prohibitions Concerning Business Opportunities," 16 C.F.R. Part 437, as amended, on October 29, 2012. The Commission and Defendants Michael Moysich, Shopper Systems, LLC, Shopper Select, LLC, Concept Rocket, LLC, and Revenue Works, LLC d/b/a Surplus Supplier (collectively the "Moysich Defendants") stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment ("Order") to resolve all matters in dispute in this action between them.

THEREFORE, IT IS HEREBY ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Complaint charges that the Moysich Defendants violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC's Trade Regulation Rule entitled "Disclosure Requirements and Prohibitions Concerning Business Opportunities" ("Business Opportunity Rule" or "Rule"), 16 C.F.R. Part 437, as amended.
3. The Moysich Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Moysich Defendants admit the facts necessary to establish jurisdiction.
4. The Moysich Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of the entry of this Order, and agree to bear their own costs and attorney fees.
5. The Moysich Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. The Moysich Defendants further waive and release any claims they may have against the Commission, its employees, representatives, or agents, and the Receiver and the Receiver's employees, representatives, or agents.
6. The Court finds that there is no just reason for delay of entry of this Order and that the Order should therefore be entered.

DEFINITIONS

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

1. "Assisting Others" includes (a) performing customer service; (b) developing or providing any sales script or other marketing material; (c) identifying potential customers; (d)

providing telemarketing services; or (e) processing consumer payments through any financial account.

2. **“Business Opportunity”** means a commercial arrangement in which:

- a. A Seller solicits a prospective purchaser to enter into a New Business; and
- b. The prospective purchaser makes a Required Payment; and
- c. The Seller, expressly or by implication, orally or in writing, represents that the seller or one or more Designated Persons will:
 - (i) Provide locations for the use or operation of equipment, displays, vending machines, or similar devices, owned, leased, controlled, or paid for by the purchaser; or
 - (ii) Provide outlets, accounts, or customers, including, but not limited to, Internet outlets, accounts, or customers, for the purchaser’s goods or services; or
 - (iii) Buy back any or all of the goods or services that the purchaser makes, produces, fabricates, grows, breeds, modifies, or provides, including but not limited to providing payment for such services as, for example, stuffing envelopes from the purchaser’s home.
- d. Business Opportunity specifically includes, but is not limited to, the promoting or offering for sale of access to Mystery Shopping Opportunities.

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

4. **“Clear and Conspicuous”** or **“Clearly and Conspicuously”** means:

a. In print communications, the message shall be presented in a manner that stands out from the accompanying text, so that it is sufficiently prominent, because of its type size, contrast to the background against which it appears, proximity to offer or claim, or other characteristics, for an ordinary consumer to notice, read, and comprehend it in relation to any claim it may be modifying;

b. In communications disseminated orally or through audio means, the disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it;

c. In communications made through an electronic medium (such as television, video, and interactive media such as the Internet, online services, mobile services and software), the disclosure shall be made next to any advertised price or cost (including free), and where consumers' financial account information is required, without the use of pop-up windows or hyperlinks to other electronic pages to display Material information; and

d. Regardless of the medium used to disseminate it, the message shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the message shall be used in any communication.

5. **"Continuity Program"** means any plan, arrangement, or system under which a consumer is periodically Charged to maintain a service or periodically receive any product, including, but not limited to, access to a "member only" website, without prior Clear and Conspicuous notification by the seller at least ten (10) business days before each Charge to allow the consumer to cancel without incurring Charges. For purposes of this Order, Continuity Program does not include periodic billing for (1) services that a consumer receives in person at a merchant's business premises, such as a health club or a storage facility or (2) services

performed for a consumer in person at his or her location or business premises, such as services performed under a maintenance service contract. Services provided via the internet, telecommunications or a mobile device are not considered to be services performed in person.

6. **“Corporate Defendants”** means Shopper Systems, LLC, Shopper Select, LLC, Concept Rocket, LLC, Revenue Works, LLC d/b/a Surplus Supplier, and their successors and assigns.

7. **“Defendants”** means all of the named defendants in this action, individually, collectively, or in any combination.

8. **“Designated Person”** means any person, other than the seller, whose goods or services the seller suggests, recommends, or requires that the purchaser use in establishing or operating a New Business.

9. **“Moysich Defendants”** means Defendant Michael Moysich and Corporate Defendants, individually, collectively, or in any combination.

10. **“Mystery Shopping Opportunity”** means any good, service, plan or program that is represented, expressly or by implication, to assist an individual in any manner to earn money or other consideration in exchange for visiting an establishment, typically a retail store, bank, or restaurant to observe and measure the customer service, the product quality, and the environment of the establishment in general.

11. **“Negative Option Feature”** means, in an offer or agreement to sell or provide any goods or services, a provision under which the customer’s silence or failure to take an affirmative action to reject goods or services or to cancel the agreement is interpreted by the seller as an acceptance of the offer.

12. **“New Business”** means a business in which the prospective purchaser is not currently engaged, or a new line or type of business.

13. **"Plaintiff"** means the Federal Trade Commission.

14. **"Provide Locations, Outlets, Accounts or Customers"** means to furnish a prospective purchaser with existing or potential locations, outlets, accounts, or customers; requiring, recommending, or suggesting one or more locations or lead generation companies; providing a list of locator or lead generating companies; collecting a fee on behalf of one or more locators or lead generating companies; offering to furnish a list of locations; or otherwise assisting the prospective purchaser in obtaining his or her own locations, outlets, accounts, or customers.

15. **"Receiver"** means the receiver appointed in Section VI of this Order and any deputy receivers that shall be named by the receiver.

16. **"Required Payment"** means all consideration that the purchaser must pay to the seller or an affiliate, either by contract or practical necessity, as a condition of obtaining or commencing operation of the Business Opportunity. Such payment may be made directly or indirectly through a third party.

17. **"Representatives"** means Muysich Defendants' officers, agents, servants, employees, or attorneys, and other persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise.

18. **"Seller"** means a person who offers for sale or sells a Business Opportunity.

19. **"Unauthorized or Unsolicited Commercial Electronic Text Message"** means an unauthorized or unsolicited text message the primary purpose of which is a commercial advertisement or promotion of a commercial product, service or opportunity (including the content on an Internet website operated for commercial purposes).

20. **“Work-at-Home Opportunity”** means any good, service, plan, program or opportunity that is represented, expressly or by implication, to assist an individual in any manner to earn money while working from home whether or not a Business Opportunity.

21. The words **“and”** and **“or”** shall be understood to have both conjunctive and disjunctive meanings.

ORDER

I.

BAN ON SALE OF BUSINESS OPPORTUNITIES AND WORK-AT-HOME OPPORTUNITIES

IT IS ORDERED that the Moysich Defendants are permanently restrained and enjoined from:

- A. Advertising, marketing, promoting, offering for sale, or Assisting Others in the advertising, marketing, promoting, or offering for sale of any (1) Business Opportunity, (2) Work-at-Home Opportunity, or (3) service to assist in the creation, advertising, marketing, promotion, or operation of a Business Opportunity or Work-at-Home Opportunity, including, but not limited to website development, advertising, marketing, lead generation, social media promotion, search engine optimization, training, and business establishment services; and
- B. Holding any ownership interest, share, or stock in any business, other than a publicly traded company, that engages in or assists in advertising, marketing, promoting, offering for sale of any (1) Business Opportunity, (2) Work-at-Home Opportunity, or (3) service to assist in the creation, advertising, marketing, promotion, or operation of a Business Opportunity or Work-at-Home Opportunity, including, but not limited to website development, advertising, marketing, lead generation, social media promotion, search engine optimization, training, and business establishment services.

II.

BAN ON SALE OF CONTINUITY PROGRAMS AND NEGATIVE OPTION FEATURES

IT IS FURTHER ORDERED that the Moysich Defendants are permanently restrained and enjoined from advertising, marketing, promoting, offering for sale, or selling any product or service with a Negative Option Feature, or in which consumers will be entered into a Continuity Program, or Assisting Others engaged in advertising, marketing, promoting, offering for sale, or selling any product or service with a Negative Option Feature, or in which consumers will be entered into a Continuity Program.

III.

BAN ON USE OF UNSOLICITED TEXT MESSAGES

IT IS FURTHER ORDERED that the Moysich Defendants, whether acting directly or indirectly, are hereby permanently enjoined from sending, or Assisting Others in the sending of Unauthorized or Unsolicited Commercial Electronic Text Messages to mobile telephones or other wireless devices.

IV.

PROHIBITED REPRESENTATIONS AND OMISSIONS

IT IS FURTHER ORDERED that the Moysich Defendants and their Representatives, whether acting directly or indirectly, in connection with the marketing, advertising, promotion, or offering for sale of any product or service, are hereby permanently restrained and enjoined from:

- A. Misrepresenting or Assisting Others in misrepresenting, expressly or by implication:
 - I. that consumers are likely to make income, earnings, or profits from the product or service; or

2. the availability of opportunities to make income, earnings, or profits in a consumers' local area as a result of acquiring the product or service; or
 3. any fact material to consumers concerning any good or service, such as the total costs; any material restrictions, limitations or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics;
- B. Failing to disclose truthfully in a Clear and Conspicuous manner, before consumers provide any billing information or incur a Charge, the material terms and conditions of the offer, including but not limited to:
1. all products and services that are part of the sales offer;
 2. the total costs to purchase, receive, or use, and the quantity of any goods or services that are the subject of the sales offer;
 3. all material terms and conditions of any refund or cancellation policy.
- C. Failing to disclose truthfully in a Clear and Conspicuous manner, in any communication pertaining to a refund or cancellation request, the name of each product or service that is being cancelled, and the name of each product or service for which the consumer is enrolled but is not cancelled;
- D. Making expressly or by implication, a representation enumerated in Section IV.A.1-3, unless the representation is true, and at the time it is made, Moysich Defendants possess and rely upon competent and reliable evidence that, when evaluated in an objective manner, substantiates the claim; or
- E. Assisting Others in failing to disclose information set forth in Section IV.B-C.

V.

BAN ON USE OF CUSTOMER INFORMATION

IT IS FURTHER ORDERED that the Moysich Defendants and their Representatives, are permanently restrained and enjoined from directly or indirectly:

- A. failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Moysich Defendants must provide it, in the form prescribed by the Commission, within 14 days.
- B. disclosing, using, or benefitting from customer, or prospective 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 any Defendant obtained prior to entry of this Order in connection with the advertising, marketing, promotion, or offering of any products, services or opportunities related to the allegations set forth in the Complaint; and
- C. failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the Commission.

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.

VI.

MONETARY RELIEF

IT IS FURTHER ORDERED that:

A. Judgment in the amount of Forty Million, Five Hundred and Ninety-Four Thousand, Seven Hundred and Forty-Four Dollars (\$40,594,744.00) is entered in favor of the Commission against the Moysich Defendants, jointly and severally, as equitable monetary relief for consumer injury.

B. The Moysich Defendants are ordered to:

1. Effective upon entry of this Order, surrender all control, title, dominion, and interest in Fifty Thousand Dollars (\$50,000.00), held at Union Bank, N.A., account ending 6318, in the name of Bankruptcy Estate of Shopper Systems LLC, Debtor, Dennis Roossien Receiver. The Receiver shall pay Fifty Thousand Dollars to the Commission within seven (7) days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.

2. Effective upon entry of this Order, assign to the Receiver all control, title, dominion, and interest in a check issued on February 4, 2013 to Star Talent.com (an entity 100% owned by Defendant Revenue Works, LLC) by TD Bank, N.A., in the amount of Five Thousand and Eight Hundred and Ninety-Nine Dollars and Nine Cents (\$5,899.09). Moysich Defendants shall cooperate fully in this assignment and shall promptly execute all documents and take all actions necessary or appropriate to effect this assignment. The Receiver shall pay Five Thousand and Eight Hundred and Ninety-Nine Dollars and Nine Cents (\$5,899.09) to the Commission within seven (7) days of the assignment by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.

C. Upon the payment of the funds set forth in Section VI(B)(1), and the assignment of the check set forth in Section VI(B)(2), the remainder of the judgment is suspended, subject to the Subsections below.

D. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of the Moysich Defendants' sworn financial statements and related documents (collectively, the "Moysich Financial Statements") submitted to the Commission, namely:

1. the financial statements of Michael Moysich, dated November 8, 2012, including all attachments and supplemental materials;
2. the financial statements of the Corporate Defendants, dated November 16, 2012, including all attachments and supplemental materials; and
3. the deposition testimony given by Michael Moysich on April 11, 2013 and July 29, 2013.

D. The suspension of the judgment will be lifted as to any Defendant if, upon motion by the Commission, the Court finds that Defendant failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above.

F. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Defendant in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the consumer injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

G. The Moysich Defendants relinquish 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.

H. 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 non-dischargeability complaint in any bankruptcy case.

I. 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.

J. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants previously submitted to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. 7701.

K. 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 Defendants' practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Defendants have no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

VII.

LIFTING OF ASSET FREEZE

IT IS FURTHER ORDERED that the freeze of the Moysich Defendants' assets set forth in the Order Granting Preliminary Injunction [D.E. 60] entered by this Court on January 14, 2013, ("Preliminary Injunction") shall be lifted to the extent necessary to turn over the Moysich Defendants' assets as required by Section VI, above, and upon completion of the turn-over, shall be lifted permanently.

VIII.

**APPOINTMENT OF RECEIVER TO WIND DOWN
CORPORATE DEFENDANTS AND LIQUIDATE ASSETS**

IT IS FURTHER ORDERED that Dennis L. Roossien, Jr., the Receiver appointed by prior orders of this Court, must complete all duties within 90 days, but any party or the Receiver may request that the Receiver's term be extended for good cause. During that time frame, the Receiver shall take the necessary steps to wind down the business of the Corporate Defendants, liquidate its assets, and pay any net proceeds to the FTC to satisfy the monetary judgment in this order.

IX.

COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this order from the assets now held by, in the possession or control of, or which may be received by, the Corporate Defendant. The Receiver shall apply to the Court for approval of specific amounts of compensation and expenses, and must not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

X.

COOPERATION WITH FTC COUNSEL

IT IS FURTHER ORDERED that the Moysich Defendants must fully cooperate with representatives of the Commission in this case and, in any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC's Complaint. The Moysich Defendants must provide truthful and complete information, evidence, and testimony. Defendant Michael Moysich must appear and the Corporate Defendants must cause officers, employees, representatives or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request, upon five (5) days written notice or other reasonable notice, as such places and times as a Commission representative may designate, without services of a subpoena. To the extent that Defendant Michael Moysich is asked to appear outside of the State of Oregon or farther than 100 miles from his place of residence, the FTC shall reimburse him for his reasonable travel expenses.

XI.

ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that the Moysich Defendants obtain acknowledgments of receipt of this Order.

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

B. For five (5) years after entry of this Order, Michael Moysich for any business that he, individually, or collectively with any other Defendant, is the majority owner or directly or indirectly controls, and each Corporate 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 marketing, advertising, promotion, or sales; and (3) any

business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

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

XII.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that the Moysich Defendants make timely submissions to the Commission:

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

1. Each Moysich Defendant must (a) identify the primary physical, postal, and e-mail address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with the Moysich Defendant; (b) identify all of that Moysich Defendant's businesses by all of their names, telephone numbers, and physical, postal, e-mail, and Internet addresses; (c) describe the activities of each business, including the products and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Michael Moysich must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how that Moysich Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission;

2. Additionally, Michael Moysich must (a) identify all telephone numbers and all e-mail, Internet, physical, and postal addresses, including all residences; (b) identify all business activities, including any business for which Defendant performs services whether an employee or otherwise or any entity in which such Defendant has any ownership interest; and (c) describe in detail his involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

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

1. Each Moysich Defendant must report any change in (a) any designated point of contact; or (b) the structure of any Corporate Defendants, or any entity that Moysich Defendants have 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.

2. Additionally, Michael Moysich must report any change in (a) name, including aliases or fictitious names, or residence address; or (b) title or role in any business activity, including any business for which he performs services whether as an employee or otherwise and any entity in which he has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Each Moysich Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against such 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

The subject line must begin *FTC v. Michael Moysich, Shopper Systems, LLC et al.*, X130014.

XIII.

RECORDKEEPING

IT IS FURTHER ORDERED that the Moysich Defendants must create certain records for 20 years after entry of the Order, and retain each such record for five (5) years. Specifically, each Moysich Defendant, for any business in which they, individually or collectively with any other Defendants, are a majority owner or directly or indirectly controls, must maintain the following records:

- A. Accounting records showing the revenues from all goods or services sold, all costs incurred in generating those revenues, and the resulting net profit or loss;
- B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's name, addresses, and telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;

- C. Complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and
- E. A copy of each advertisement or other marketing material.

XIV.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring the Moysich Defendants' compliance with this Order, including the financial representations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order:

- A. Within fourteen (14) days of receipt of a written request from a representative of the Commission, each Moysich 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 directly with each Moysich Defendant. The Moysich Defendants must permit representatives of the Commission to interview any employee or other person affiliated with any Moysich Defendant who has agreed to such an interview. 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 the Moysich Defendants or any individual or entity affiliated with the Moysich Defendants, without the

necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

XV.

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.

DONE and ORDERED in chambers, Miami, Florida this 13 day of January, 2014.



MARCIA G. COOKE
UNITED STATES DISTRICT JUDGE

SO STIPULATED AND AGREED:

FOR THE PLAINTIFF:

 Dated: 12/23/13
THOMAS M. BIESTY

tbiesty@ftc.gov

JANICE L. KOPEC

jkopec@ftc.gov

Federal Trade commission

600 Pennsylvania Avenue, NW, H-286

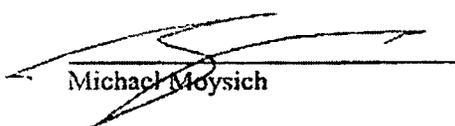
Washington, DC 20580

202-326-3043 (Biesty)

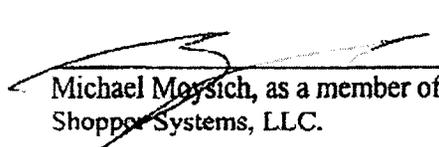
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202-326-3395 (Fax)

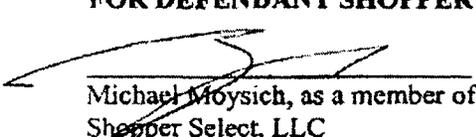
FOR DEFENDANT MOYSICH:

 Dated: 8/19/13
Michael Moysich

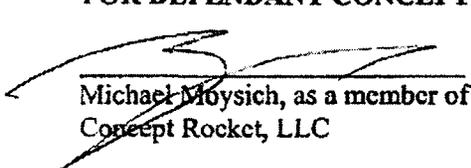
FOR DEFENDANT SHOPPER SYSTEMS, LLC:

 Dated: 8/19/13
Michael Moysich, as a member of
Shopper Systems, LLC.

FOR DEFENDANT SHOPPER SELECT, LLC:

 Dated: 8/19/13
Michael Moysich, as a member of
Shopper Select, LLC

FOR DEFENDANT CONCEPT ROCKET, LLC:

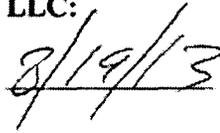
 Dated: 8/19/13
Michael Moysich, as a member of
Concept Rocket, LLC

FOR DEFENDANT REVENUE WORKS, LLC:



Michael Moysich, as a member of
Revenue Works, LLC

Dated:



 Dated: 9-4-13

William J. Rothbard, Esq.
1217 Yale Street, Suite 104
Santa Monica, California 90404
Attorney for the Moysich Defendants