

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

**CASE NO. 14-22018-CIV-ALTONAGA/O'Sullivan**

**FEDERAL TRADE COMMISSION,**

Plaintiff,

vs.

**HISPANIC GLOBAL WAY, CORP., et al.,**

Defendants.

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**STIPULATED ORDER FOR PERMANENT INJUNCTION  
AND MONETARY JUDGMENT**

Plaintiff, the Federal Trade Commission (“FTC”), filed its Complaint for Injunctive and Other Equitable Relief pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b). The Commission and Defendants Hispanic Global Way, Corp.; Hispanic Global Way, LLC; Hispanic Global Way Venez Corp., also d/b/a TVO; Hispanic Global Way Venez I Corp; Gold Lead USA Corporation; Sky Advance Choices Corp.; Sky Advance, LLC; First Airborne Service Trading Corp., also d/b/a/ Fast Solutions, L’Nature Lab, Movil English F.A.S.T., Molding Motion 5 First Airborne; Hispanic Network Connections LLC, also d/b/a Lo Vi En TV; Fast Solutions Plus Corp.; Maria Elizabeth Vera, Maria Gisella Carrasco, and Rafael Martin Hernandez stipulate to the entry of this Stipulated Final Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters of dispute in this action between them.

**FINDINGS**

1. This Court has jurisdiction over this matter.

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2. Defendants participated in deceptive and unfair acts or practices in violation of Sections 5(a) and 12 of the FTC Act, 15 U.S.C. §§ 45(a) and 52, in connection with the advertising, marketing, and sale of numerous products, including weight loss products.
3. 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 this Order, and agree to bear their own costs and attorneys' fees.
4. Defendants and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

**DEFINITIONS**

1. **"Clearly and Conspicuously"** means that the disclosure must be readily noticeable and easily understandable to consumers for whom the disclosure is required.
  - a. The disclosure must be readily noticeable and easily understandable in terms of all of the following:
    - i. Its meaning, diction, syntax, and context;
    - ii. Its placement and presentation, and whether it stands out from the rest of the communication;
    - iii. For any visual disclosure (such as printed text or an onscreen depiction), its size, contrast, and duration; and
    - iv. For any aural disclosure (such as by telemarketers or in streaming audio), its volume, speed, and cadence.
  - b. The disclosure must satisfy each of the following:
    - i. It must be made in every language that the claim for which the disclosure is required is made;

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- ii. It must be at least as understandable as the claim for which the disclosure is required;
  - iii. It must be made in every mode (such as visual or aural) that the representation requiring the disclosure is made. Any disclosure made in a communication using more than one mode (such as a television advertisement where the modes are both visual and aural), must be made simultaneously in all modes of the communication, even if the claim requiring the disclosure is made in only one mode. Provided however, that concurrent multi-modal disclosures must be made as near to simultaneous as possible and still be clear and conspicuous. (For example, when two different but concurrently made visual disclosures require two different aural disclosures, the aural disclosures may need to be made consecutively to one another); and
  - iv. It must not be contradicted or mitigated by anything else in the communication (including any linked or referenced material) such that the net impression becomes deceptive.
2. “**Corporate Defendants**” means the Stipulating Corporate Defendants Hispanic Global Way, Corp.; Hispanic Global Way, LLC; Hispanic Global Way Venez Corp., also d/b/a TVO; Hispanic Global Way Venez I Corp.; Gold Lead USA Corporation; Sky Advance, LLC; Sky Advance Choice Corp.; First Airborne Service Trading Corp., also d/b/a Fast Solutions, L’Nature Lab, Movil English F.A.S.T. and Molding Motion 5 First Airborne; Hispanic Network Connections LLC, also d/b/a Lo Vi En TV; Fast Solutions Plus Corp.; and all of their successors and assigns.

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3. “**Covered Product or Service**” means any health-related service or program, dietary supplement, food, drug, or device.
4. “**Defendants**” means the Stipulating Individual Defendants and the Stipulating Corporate Defendants, individually, collectively, or in any combination.
5. “**Dietary supplement**” means:
  - a. Any product labeled as a dietary supplement or otherwise represented as a dietary supplement; or
  - b. Any pill, tablet, capsule, powder, softgel, gelcap, liquid, or other similar form containing one or more ingredients that are a vitamin, mineral, herb or other botanical, amino acid, probiotic, or other dietary substance for use by humans to supplement the diet by increasing the total dietary intake, or a concentrate, metabolite, constituent, extract, or combination of any ingredient described above, that is intended to be ingested, and is not represented to be used as a conventional food or as a sole item of a meal or the diet.
6. “**Food**,” “**drug**,” and “**device**,” mean as defined in Section 15 of the FTC Act, 15 U.S.C. § 55.
7. “**Individual Defendants**” means the Stipulating Individual Defendants Maria Elizabeth Vera, Rafael Martin Hernandez, and Maria Gisella Carrasco.
8. “**Person**” shall mean any natural persons, partnerships, firms, associations, businesses, corporations, trusts, proprietorships, public entities, and any other type of organization or entity.
9. “**Plaintiff**” or “**FTC**” or “**Commission**” shall mean the Federal Trade Commission.

10. **“Receiver”** means the Receiver appointed in the June 2, 2014 Temporary Restraining Order and July 1, 2014 Preliminary Injunction. The term “Receiver” also includes any deputy receivers or agents as may be named by the Receiver.
11. **“Receivership Defendants”** means the Corporate Defendants and all entities that are part of the Defendants’ common enterprise including, but not limited to, American Business Corp.
12. **“Reliably Reported”** for a human clinical test or study (“test”), means a report of the test has been published in a peer-reviewed journal, and such published report provides sufficient information about the test for experts in the relevant field to assess the reliability of the results.
13. **“Telemarketing”** means any plan, program, or campaign which is conducted to induce the purchase of goods or services by use of one or more telephones, and which involves a telephone call, whether or not covered by the Telemarketing Sales Rule.
14. **“Weight-loss Product”** means any product, service, or program designed, manufactured, labeled, packaged, distributed, advertised, promoted, offered for sale, or sold for the express or implied purpose of causing weight loss, preventing weight gain, maintaining weight loss, maintaining weight, reducing or eliminating fat, slimming, or increasing caloric deficit in a user, or otherwise affecting weight gain or loss, whether individually or in any combination.

## **ORDER**

### **I. Ban on Telemarketing**

**IT IS ORDERED** that Defendants are permanently restrained and enjoined from participating in Telemarketing, whether directly or through an intermediary, including by consulting, brokering, planning, or advising.

## **II. Ban on Weight Loss Products**

**IT IS FURTHER ORDERED** that Defendants are permanently restrained and enjoined from advertising, marketing, promoting, or offering for sale, or assisting others in the advertising, marketing, promoting, or offering for sale of any Weight Loss Product.

## **III. Prohibition Against Unfair Refund and Exchange Policies**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, promotion, distribution, offering for sale, or sale of any product, service, plan, or program, are permanently restrained and enjoined from failing to provide refunds or exchanges, and from charging any fees for refunds or exchanges, when consumers receive from Defendants an incorrect product; an incomplete order; a non-working product; the wrong product size or color; a service, plan, or program that differs from the advertised service, plan, or program; or when consumers do not receive any gift that Defendants promised as an inducement for the purchase.

## **IV. Prohibition Against Misrepresentations Relating to Refunds, Exchanges, and**

### **Other Material Facts**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, promotion, distribution, offering for sale, or sale of any product, service, plan, or program, are permanently restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication:

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1. That consumers who purchase a product from Defendants can return the product without additional obligation or expense; and
2. Any other fact material to consumers concerning any good or service, including but not limited to:
  - a. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, including, but not limited to, the likelihood of a consumer obtaining a full or partial refund or the circumstances in which a full or partial refund will be granted to the consumer;
  - b. That any person is affiliated with, endorsed or approved by, or otherwise connected to any other person; government entity; public, non-profit, or other non-commercial program; or any other program or entity;
  - c. The total costs to purchase, receive, or use the product, or the quantity of, the product, service, plan, or program;
  - d. Any material restriction, limitation, or condition on purchasing, receiving, or using the product, service, plan, or program; and
  - e. Any material aspect of the performance, efficacy, nature, or characteristics of the product, service, plan, or program.

**V. Required Disclosures about Refunds, Cancellations, Repurchasing, or Exchange Policies**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, promotion, distribution, offering for sale, or sale of any product, service, plan, or program, must disclose, Clearly and Conspicuously, before a customer consents to pay,

any material restriction, limitation, or condition on the refund, cancellation, repurchase, or exchange of a product, service, plan, or program.

**VI. Prohibited Representations: Health-Related Claims**

**IT IS FURTHER ORDERED** that Defendants, Defendants' officers, agents, servants, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any Covered Product or Service, are permanently restrained and enjoined from making, or assisting others in making, directly or by implication, including through the use of a product name, endorsement, depiction, or illustration, any representation about the health benefits, safety, performance, or efficacy of any Covered Product or Service, unless the representation is non-misleading, and, at the time of making such representation, Defendants possess and rely upon competent and reliable scientific evidence that is sufficient in quality and quantity based on standards generally accepted in the relevant scientific fields, when considered in light of the entire body of relevant and reliable scientific evidence, to substantiate that the representation is true.

For purposes of this Section, competent and reliable scientific evidence means tests, analyses, research, or studies (1) that have been conducted and evaluated in an objective manner by qualified persons; (2) that are generally accepted in the profession to yield accurate and reliable results; and (3) as to which, when they are human clinical tests or studies, all underlying or supporting data and documents generally accepted by experts in the field as relevant to an assessment of such testing as set forth in the Section entitled Preservation of Records Relating to Competent and Reliable Human Clinical Tests or Studies are available for inspection and production to the Commission.

### **VII. FDA Approved Claims**

**IT IS FURTHER ORDERED** that nothing in this Final Order shall prohibit Defendants from:

1. Making any representation for any drug that is permitted in labeling for such drug under any tentative or final monograph promulgated by the Food and Drug Administration, or under any drug application approved by the Food and Drug Administration; and
2. Making any representation for any product that is specifically permitted in labeling for such product by regulations promulgated by the Food and Drug Administration pursuant to the Nutrition Labeling and Education Act of 1990 or permitted under Sections 303-304 of the Food and Drug Administration Modernization Act of 1997.

### **VIII. Preservation of Records Relating to Competent and Reliable Human Clinical Tests or Studies**

**IT IS FURTHER ORDERED** that, with regard to any human clinical test or study upon which Defendants rely to substantiate any claim covered by Section VI of this Order, Defendants shall secure and preserve all underlying or supporting data and documents generally accepted by experts in the field as relevant to an assessment of the test, including, but not necessarily limited to:

1. All protocols and protocol amendments, reports, articles, write-ups, or other accounts of the results of the test, and drafts of such documents reviewed by the test sponsor or any other person not employed by the research entity;
2. All documents referring or relating to recruitment; randomization; instructions, including oral instructions, to participants; and participant compliance;
3. Documents sufficient to identify all test participants, including any participants who did not complete the test, and all communications with any participants relating to the test; all

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raw data collected from participants enrolled in the test, including any participants who did not complete the test; source documents for such data; any data dictionaries; and any case report forms;

4. All documents referring or relating to any statistical analysis of any test data, including, but not limited to, any pretest analysis, intent-to-treat analysis, or between-group analysis performed on any test data; and
5. All documents referring or relating to the sponsorship of the test, including all communications, including contacts, between any sponsor and the test's researchers.

Provided, however, the preceding preservation requirement shall not apply to a **Reliably Reported** test, unless the test was conducted, controlled, or sponsored, in whole or in part by: (1) any Defendant; (2) any Defendant's officers, agents, representatives, or employees; (3) any other person or entity in active concert or participation with any Defendant; (4) any person or entity affiliated with or acting on behalf of any Defendant; (5) any supplier of any ingredient contained in the product at issue to any of the foregoing or to the product's manufacturer; or (6) the supplier or manufacturer of such product.

For any test conducted, controlled, or sponsored, in whole or in part, by Defendants, Defendants must establish and maintain reasonable procedures to protect the confidentiality, security, and integrity of any personal information collected from or about participants. These procedures shall be documented in writing and shall contain administrative, technical, and physical safeguards appropriate to Defendants' size and complexity, the nature and scope of Defendants' activities, and the sensitivity of the personal information collected from or about the participants.

#### **IX. Monetary Judgment, Surrender of Assets, and Partial Suspension**

**IT IS FURTHER ORDERED** that:

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1. Judgment in the amount of fifty million, three hundred thousand, six hundred and seventy six dollars and twenty-nine cents (\$50,300,676.29) is entered in favor of the Commission against the Individual Defendants and Corporate Defendants, jointly and severally, as equitable monetary relief. This judgment shall be reduced by funds turned over to the Commission by the Defendants or the Receiver as set forth below. All taxes and fees assessed against the Defendants or Receiver resulting from the sale or transfer of assets shall not reduce the amount of judgment. Upon the payments and all other asset transfers set forth in such Subsections IX (B), (C) and (D), the remainder of the judgment is suspended, subject to the Subsections below.
2. Defendants are ordered to, within seven (7) days after entry of this Order, by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission, transfer all funds in the bank accounts listed below:
  - a. Account Number ending in \_\_\_\_\_ in the name of Defendant Rafael Martin Hernandez;
  - b. Account number ending in \_\_\_\_\_ in the name of Defendant Rafael Martin Hernandez;
  - c. Account number ending in \_\_\_\_\_ in the name of Defendant Rafael Martin Hernandez;
  - d. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Gisella Carrasco and her spouse Rafael Asca;
  - e. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Gisella Carrasco;
  - f. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Gisella Carrasco;

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- g. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Gisella Carrasco;
  - h. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Elizabeth Vera;
  - i. Account number ending in \_\_\_\_\_ in the names of "Vera & Hernandez";
  - j. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Elizabeth Vera;
  - k. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Elizabeth Vera;
  - l. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Elizabeth Vera;
  - m. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Elizabeth Vera; and
  - n. Any financial institution with control over any account identified in Subsection B is directed to cooperate with the Commission in facilitating the transfer of funds in the accounts to the Commission.
3. Effective upon entry of this Order, the following shall occur:
- a. Rafael Martin Hernandez shall:
    - i. Terminate his lease agreement with BMW Financial Services for a 2012 BMW 328i Sedan \_\_\_\_\_ and surrender the vehicle to the lessor in good condition, ordinary wear and tear excepted, within seven (7) days of entry of this Order;

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- ii. Immediately after surrendering the aforementioned 2012 BMW, terminate the auto insurance policies pertaining to such vehicle; and
    - iii. Pay to the Commission all net proceeds received related to the surrender of the aforementioned BMW, including unused insurance premiums, within 3 days of receipt.
  - b. Maria Gisella Carrasco shall:
    - i. Terminate her lease agreement with BMW Financial Services for a 2014 BMW 435i Coupe and surrender the vehicle to the lessor in good condition, ordinary wear and tear excepted, within seven (7) days of entry of this Order;
    - ii. Immediately after surrendering the aforementioned 2014 BMW, terminate the auto insurance policies pertaining to such vehicle; and
    - iii. Pay to the Commission all net proceeds received related to the surrender of the aforementioned BMW, including unused insurance premiums, within 3 days of receipt.
4. Defendants shall take all steps necessary to immediately turn over the following assets to the Receiver:
  - a. Defendant Maria Gisella Carrasco's interest in the Trademark "Power Slim" identified in Item 17 of the Financial Statement of Individual Defendant signed by Maria Gisella Carrasco on June 6, 2014;
  - b. The real property located at 2320 Bayview Lane, North Miami, Florida 33181 identified in Item 1 of the Financial Statement of Individual Defendant signed by Maria Gisella Carrasco on June 6, 2014;
  - c. The 2010 Mercedes Benz GL450 SUV identified in Item 23 of the Financial

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Statement of Corporate Defendant Hispanic Global Way, Corp signed by Defendant Rafael Martin Hernandez on June 13, 2014;

- d. Defendant Rafael Martin Hernandez's interest in his Kansas City Life Insurance Policy ending in 4721;
  - e. The \$1,699.00 check that Defendant Maria Gisella Carrasco received from Wright Flood in June 2014 related to the overpayment of her premium for her flood insurance policy ending in 0800;
  - f. The jewelry identified in Item 17 of the Financial Statement of Individual Defendant signed by Maria Gisella Carrasco on June 6, 2014;
  - g. Account number ending in \_\_\_\_\_ in the name of Defendant Maria Gisella Carrasco and her spouse Rafael Asca;
  - h. The \$6,250 Wells Fargo check issued to Defendant Rafael Hernandez and paid in settlement of a Wells Fargo class action; and
  - i. All assets of the Receivership Defendants in the possession of the Receiver.
5. The Receiver is hereby authorized to market, sell, and liquidate those assets identified in Subsection D. Defendants shall take all steps necessary to assist the Receiver in the sale of the assets and shall not add any encumbrances on the assets. All taxes and fees assessed against the Defendants resulting from the sale of the assets shall not offset the amount of the judgment specified in Subsection A.
6. In the event that it is necessary to execute additional documents to transfer or liquidate assets of the Receivership Defendants or any other assets that are to be surrendered under this Order, or to dissolve and wind down the Receivership Defendants, Defendants shall execute such documents within three business days of a request from the Receiver or the FTC.

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7. The Receiver shall remit the assets of the Receivership Defendants and the proceeds of the sale of all assets identified in Subsection D in accordance with Section XI.
8. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' sworn financial statements and related documents (collectively, "financial representations") submitted to the Commission, namely:
  - a. The Financial Statement of Defendant Rafael Martin Hernandez signed on June 12, 2014, including any attachments;
  - b. The Financial Statement of Defendant Maria Gisella Carrasco signed on June 6, 2014, including any attachments;
  - c. The Financial Statement of Defendant Maria Elizabeth Vera signed on June 17, 2014, including any attachments.
  - d. The Financial Statement of Corporate Defendant Hispanic Global Way, Corp. signed by Defendant Maria Elizabeth Vera on June 17, 2014, including any attachments;
  - e. The Financial Statement of Corporate Defendant Hispanic Global Way, LLC signed by Defendant Maria Elizabeth Vera on June 17, 2014, including any attachments;
  - f. The Financial Statement of Corporate Defendant Hispanic Global Way, Corp. signed by Defendant Rafael Martin Hernandez on June 13, 2014, including any attachments.
  - g. The Financial Statement of Corporate Defendant Gold Lead USA Corporation signed by Defendant Rafael Martin Hernandez on June 13, 2014, including any attachments;

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- h. The Financial Statement of Corporate Defendant Hispanic Global Way Venez Corp. signed by Defendant Rafael Martin Hernandez on June 13, 2014, including any attachments;
- i. The Financial Statement of Corporate Defendant Hispanic Global Way Venez I Corp. signed by Defendant Rafael Martin Hernandez on June 13, 2014, including any attachments;
- j. The Financial Statement of Corporate Defendant Sky Advance Choices Corp signed by Defendant Rafael Martin Hernandez on June 13, 2014, including any attachments;
- k. The Financial Statement of Corporate Defendant Hispanic Network Connections LLC signed by Defendant Rafael Martin Hernandez on June 13, 2014, including any attachments;
- l. The Financial Statement of Corporate Defendant First Airborne Service Trading Corp. signed by Defendant Maria Gisella Carrasco on June 6, 2014, including any attachments;
- m. The Financial Statement of Corporate Defendant Hispanic Network Connections LLC signed by Defendant Maria Gisella Carrasco on June 6, 2014, including any attachments;
- n. The Financial Statement of Corporate Defendant Sky Advance, LLC signed by Defendant Maria Gisella Carrasco on June 6, 2014, including any attachments;
- o. The Affidavit of Defendant Maria Gisella Carrasco signed on August 8, 2014, including any attachments;
- p. The Affidavit of Defendant Rafael Martin Hernandez signed on August 14, 2014, including any attachments;

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- q. The Verified Supplemental Response to Required Information and Documents Mentioned in FTC Restraining Order and Preliminary Injunction of Defendants Maria Elizabeth Vera signed on August 7, 2014, including any attachments;
  - r. The Supplemental Affidavit of Defendant Maria Gisella Carrasco signed on October 14, 2014, including any attachments;
  - s. The Supplemental Affidavit of Defendant Rafael Martin Hernandez signed on October 14, 2014, including any attachments;
  - t. The Second Supplemental Affidavit of Defendant Maria Elizabeth Vera Requiring Information And Documents Mentioned in FTC's Restraining Order and Preliminary Injunction signed on October 22, 2014, including any attachments; and
  - u. The Third Supplemental Response from Defendant Maria Elizabeth Vera signed on December 16, 2014, including any attachments.
9. 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.
10. 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 portion of consumer injury alleged in the Complaint that is attributable to Defendant), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.
11. 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.

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12. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.
13. 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.
14. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Number or Employer Identification Number), 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.
15. 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.

#### **X. Lifting of the Asset Freeze**

**IT IS FURTHER ORDERED** that the freeze against the assets of Defendants pursuant to the Temporary Restraining Order entered by this Court on June 2, 2014 and pursuant to the

Preliminary Injunction entered by the Court on July 1, 2014 shall be lifted for the sole purpose of transferring assets pursuant to this Order, and shall be dissolved upon the transfer of all such assets.

### **XI. Consumer Information**

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

1. Failing to provide sufficient consumer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Defendants must provide it, in the form prescribed by the Commission, within 14 days;
2. Disclosing, using, or benefitting from consumer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a consumer's account (including a credit card, bank account, or other Financial Account) that any Individual or Corporate Defendant obtained prior to entry of this Order in connection with the advertising, marketing, promoting, or offering for sale of any product, service, plan, or program; and
3. Failing to destroy such consumer 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 consumer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

## **XII. Receivership Termination**

**IT IS FURTHER ORDERED** that the Receiver shall continue to exercise full control of the Receivership Defendants and operate under all prior orders of the Court and:

1. The Receiver is directed to, within 180 days of the date of the entry of this Order, unless good cause is shown to extend the receivership beyond 180 days, file and serve on the parties a final report ("Final Report") and request payment of fees and expenses. The Final Report shall include the total amount of funds in the receivership estate. Upon submission of the Final Report or upon this Court's Order for payment, whichever is later, the Receivership shall terminate; and
2. The Receiver is directed to transfer, after payment of the Receiver's compensation and expenses, all remaining funds of the receivership estate to the Commission, or its designee or agent, by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.

## **XIII. Compensation of the Receiver**

**IT IS FURTHER ORDERED** that the Receiver and those it employs are entitled to reasonable compensation for the performance of their duties pursuant to this Order and for the costs of actual out-of-pocket expenses incurred by them, from the receivership estate.

## **XIV. Cooperation With Receiver**

**IT IS FURTHER ORDERED** that Defendants shall cooperate fully with the Receiver in:

1. Pursuing any and all claims by the Receiver against other persons or entities;
2. Assisting the Receiver in defending any and all actions or claims brought against the Receiver, the receivership estate, or any Receivership Defendant by other persons or entities;

3. Executing any documents necessary to transfer assets or ownership interests to the Receiver;
4. Refraining from any act that would interfere with or impede the Receiver in execution of the performance of his duties.
5. Any investigation conducted by the Receiver;
6. Providing honest and forthright testimony under oath to the Receiver concerning any matter within the Receivership; and
7. Waiving objection to any geographical limitations of a subpoena served on any Defendant for testimony, either at a deposition, hearing or trial.

#### **XV. Order Acknowledgments**

**IT IS FURTHER ORDERED** that Defendants obtain acknowledgments of receipt of this Order:

1. Each 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;
2. For 5 years after entry of this Order, each individual Defendant for any business that such Defendant, individually or collectively with any other Defendants, is the majority owner or controls directly or indirectly, 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 the marketing of goods or services; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities; and
3. From each individual or entity to which a Defendant delivered a copy of this Order, that

Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

### **XVI. Compliance Reporting**

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

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

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

b. Additionally, each Individual Defendant must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest; and (c) describe in detail such Defendant's involvement in each such business, including title, role,

responsibilities, participation, authority, control, and any ownership.

2. For 15 years after entry of this Order, each Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:
  - a. Each Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any Corporate Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly 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; and
  - b. Additionally, each Individual Defendant must report any change in (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.
3. Each Defendant must submit to the Commission a notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against Defendants within 14 days of its filing.
4. 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.
5. Unless otherwise directed by a Commission representative in writing, all submissions to

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the Commission pursuant to this Order must be emailed to: DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to:

Associate Director for Enforcement  
Bureau of Consumer Protection  
Federal Trade Commission  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
Re: FTC v. Hispanic Global Way, Corp., et al.  
Matter No. X140050

### **XVII. Recordkeeping**

**IT IS FURTHER ORDERED** that Defendants must create certain records for 15 years after entry of the Order, and retain each such record for 5 years. Specifically, each Corporate Defendant and each Individual Defendant for any business that such Defendant, individually or collectively with any other Defendant, is a majority owner or controls directly or indirectly, must create and retain the following records:

1. Accounting records showing the revenues from all goods or services sold;
2. Personnel records showing for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
3. Records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
4. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and
5. A copy of each unique advertisement or other marketing material.

### **XVIII. Compliance Monitoring**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring Defendants' compliance with this Order, including the financial representations upon which part of the

judgment was suspended and any failure to transfer assets as required by this Order:

1. Within 14 days of receipt of a written request from a representative of the Commission, Defendants 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.
2. For matters concerning this Order, the Commission is authorized to communicate directly with Defendants. Defendants must permit representatives of the Commission to interview any employee or other person affiliated with Defendants who has agreed to such an interview. The person interviewed may have counsel present.
3. The Commission may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Defendants or any individual or entity affiliated with Defendants without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.
4. Upon written request from a representative of the Commission, any credit reporting agency must furnish consumer reports concerning Defendants, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1).

### **XIX. Compliance Monitoring**

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

**SO STIPULATED AND AGREED:**

**FOR THE PLAINTIFF  
FEDERAL TRADE COMMISSION:**

\_\_\_\_\_  
MICHELLE L. SCHAEFER, ESQ.  
Special Florida Bar No. A5501956  
LAURA D. KOSS, ESQ.  
Special Florida Bar No. A5501957  
Federal Trade Commission  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
202-326-3515 (Schaefer)  
202-326-2890 (Koss)  
202-326-3197 (Facsimile)  
mschaefer@ftc.gov  
lkoss@ftc.gov

Date: \_\_\_\_\_

**FOR DEFENDANTS SKY ADVANCE, LLC;  
FIRST AIRBORNE SERVICE TRADING CORP; AND  
MARIA GISELLA CARRASCO:**

\_\_\_\_\_  
ALBERT E. ACUÑA, ESQ.  
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Albert E. Acuña, P.A.  
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COUNSEL FOR DEFENDANTS SKY ADVANCE, LLC;  
FIRST AIRBORNE SERVICE TRADING CORP;  
AND MARIA GISELLA CARRASCO

Date: \_\_\_\_\_

**FOR DEFENDANTS SKY ADVANCE, LLC;  
FIRST AIRBORNE SERVICE TRADING CORP; AND**

**MARIA GISELLA CARRASCO:**

\_\_\_\_\_  
Date: \_\_\_\_\_  
MARIA GISELLA CARRASCO,  
INDIVIDUALLY AND AS AN OFFICER OF  
SKY ADVANCE, LLC AND  
FIRST AIRBORNE SERVICE TRADING CORP

**FOR DEFENDANTS HISPANIC GLOBAL WAY, CORP;  
HISPANIC GLOBAL WAY, LLC; HISPANIC GLOBAL WAY VENEZ CORP;  
HISPANIC GLOBAL WAY VENEZ I CORP; GOLD LEAD USA CORPORATION;  
SKY ADVANCE CHOICES CORP; HISPANIC NETWORK CONNECTIONS LLC;  
FAST SOLUTIONS PLUS CORP; AND RAFAEL MARTIN HERNANDEZ:**

\_\_\_\_\_  
Date: \_\_\_\_\_  
TIMOTHY M. HARTLEY, ESQ.  
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Hartley Law Offices, PLC  
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Fourth Floor  
Fort Lauderdale, FL 33316  
Tel: (954) 357-9973  
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[Hartley@hartleylaw.net](mailto:Hartley@hartleylaw.net)

COUNSEL FOR DEFENDANTS HISPANIC GLOBAL WAY, CORP;  
HISPANIC GLOBAL WAY, LLC; HISPANIC GLOBAL WAY VENEZ CORP;  
HISPANIC GLOBAL WAY VENEZ I CORP; GOLD LEAD USA CORPORATION;  
SKY ADVANCE CHOICES CORP; HISPANIC NETWORK CONNECTIONS LLC;  
FAST SOLUTIONS PLUS CORP; AND RAFAEL MARTIN HERNANDEZ

**FOR DEFENDANTS HISPANIC GLOBAL WAY, CORP;  
HISPANIC GLOBAL WAY, LLC; HISPANIC GLOBAL WAY VENEZ CORP;  
HISPANIC GLOBAL WAY VENEZ I CORP; GOLD LEAD USA CORPORATION;  
SKY ADVANCE CHOICES CORP; HISPANIC NETWORK CONNECTIONS LLC;  
FAST SOLUTIONS PLUS CORP; AND RAFAEL MARTIN HERNANDEZ**

\_\_\_\_\_  
Date: \_\_\_\_\_  
RAFAEL MARTIN HERNANDEZ  
INDIVIDUALLY AND AS AN OFFICER OF  
HISPANIC GLOBAL WAY, CORP;  
HISPANIC GLOBAL WAY, LLC; HISPANIC GLOBAL WAY VENEZ CORP;  
HISPANIC GLOBAL WAY VENEZ I CORP; GOLD LEAD USA CORPORATION;  
SKY ADVANCE CHOICES CORP; HISPANIC NETWORK CONNECTIONS LLC;

AND FAST SOLUTIONS PLUS CORP

**FOR DEFENDANT MARIA ELIZABETH VERA**

\_\_\_\_\_  
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COUNSEL FOR DEFENDANT  
MARIA ELIZABETH VERA

Date: \_\_\_\_\_

**FOR DEFENDANT MARIA ELIZABETH VERA**

\_\_\_\_\_  
MARIA ELIZABETH VERA,  
INDIVIDUALLY

Date: \_\_\_\_\_

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**DONE AND ORDERED** in Miami, Florida, this 25th day of February, 2015.

  
\_\_\_\_\_  
**CECILIA M. ALTONAGA**  
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record