

FILED by            D.C.  
SEP 16 2003  
CLARENCE MADDOX  
CLERK U.S. DIST. CT.  
S.D. OF FLA. - MIAMI

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. 03-60021-CIV-LENARD-SIMONTON

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

30 MINUTE MORTGAGE INC.,  
a Florida corporation,

GREGORY P. ROTH,  
individually and as President of  
30 Minute Mortgage Inc., and

PETER W. STOLZ,  
individually and as National Sales  
Director of 30 Minute Mortgage Inc.,

Defendants.

~~18-0-04~~ **STIPULATED FINAL JUDGMENT AND ORDER FOR PERMANENT  
INJUNCTION AND OTHER EQUITABLE RELIEF AS TO DEFENDANT  
GREGORY P. ROTH**

Plaintiff, the Federal Trade Commission ("Commission" or "FTC"), filed a Complaint for Injunctive and Other Equitable Relief pursuant to Sections 5(a) and 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a) & 53(b); Section 108(c) of the Truth in Lending Act ("TILA"), 15 U.S.C. § 1607(c); and Sections 505(a)(7) and 522(a) of the Gramm-Leach-Bliley Act ("GLB Act"), 15 U.S.C. §§ 6805(a)(7) & 6821(a). The Commission, by and through its attorneys, and Defendant Gregory P. Roth, *pro se*, hereby stipulate to the entry of and

55  
Roth

request the Court to enter this Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable Relief As to Defendant Gregory P. Roth ("Order") to resolve all matters of dispute between them in this action. **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:**

#### FINDINGS

1. This Court has jurisdiction of the subject matter of this case and the parties hereto.
2. Venue lies properly with this Court.
3. The activities of Defendants 30 Minute Mortgage Inc., Gregory P. Roth, and Peter W. Stolz are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. This Order does not constitute and shall not be interpreted to constitute a finding by the Court that the facts alleged in the Complaint, other than the jurisdictional facts, are true or that Defendant Gregory P. Roth has engaged in violations of any law or regulations. This Order does not constitute and shall not be interpreted to constitute an admission by Defendant Gregory P. Roth as to any of the facts alleged in the Complaint, other than the jurisdictional facts, or an admission by Defendant Gregory P. Roth that he has engaged in violations of any law or regulations.
5. Plaintiff's Complaint states a claim upon which relief may be granted against Defendants 30 Minute Mortgage Inc., Gregory P. Roth, and Peter W. Stolz under Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); TILA, 15 U.S.C. § 1601 et seq.; its implementing Regulation Z, 12 C.F.R. Part 226; Title V of the GLB Act, 15 U.S.C. §§ 6801-09, 6821-27; and the FTC's Privacy of Consumer Financial Information Rule ("Privacy Rule"), 16 C.F.R. Part 313.

6. Defendant Gregory P. Roth has entered into this Order freely and without coercion. Defendant Gregory P. Roth further acknowledges that he has read and understands the provisions of this Order and is prepared to abide by them.

7. Upon entry, this Order supplants the Stipulated Order of Preliminary Injunction entered herein on March 14, 2003 insofar as it applies to Defendant Gregory P. Roth.

8. Defendant Gregory P. Roth waives all rights to seek appellate review or otherwise challenge or contest the validity of this Order. Defendant Gregory P. Roth further waives and releases any claim he may have against the Commission, its employees, representatives, or agents.

9. Defendant Gregory P. Roth agrees that this Order does not entitle him to seek or to obtain attorneys' fees as a prevailing party under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996), and Defendant Gregory P. Roth further waives any rights to attorneys' fees that may arise under said provision of law.

10. This action and the relief awarded herein are in addition to, and not in lieu of, other remedies as may be provided by law, including both civil and criminal remedies.

11. This Order is in the best interests of all the parties to this action and is in the public interest.

### **DEFINITIONS**

For purposes of this Order:

1. "Assets" means any legal or equitable interest in, right to, or claim to, any real and personal property, including but not limited to chattel, goods, instruments, equipment,

fixtures, general intangibles, effects, leaseholds, premises, contracts, mail or other deliveries, shares of stock, lists of consumer names, inventory, checks, notes, accounts, credits, receivables, funds, and all cash, wherever located.

2. "Customer information of a financial institution" is synonymous in meaning and equal in scope to the usage of the term in Section 527(2) of the GLB Act, 15 U.S.C. § 6827(2).

3. "Defendant" means Gregory P. Roth and his officers, agents, servants, employees, subsidiaries, affiliates, successors, assigns, and all persons or entities in active concert or participation with him who receive actual notice of this Order by personal service or otherwise.

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

5. "Plaintiff" means the Federal Trade Commission.

6. "Privacy Rule" means the FTC's Privacy of Consumer Financial Information Rule, 16 C.F.R. Part 313. For purposes of Section IV of this Order, the terms "consumer," "financial institution," "nonaffiliated third party," and "nonpublic personal information" are defined as set forth in Section 313.3 of the Privacy Rule, 16 C.F.R. § 313.3.

7. "Regulation Z" means the regulation the Federal Reserve Board ("FRB") promulgated to implement TILA, 12 C.F.R. Part 226. The term also includes the FRB Official

Staff Commentary on Regulation Z, 12 C.F.R. Part 226, Supp. 1. The terms “annual percentage rate,” “consumer credit,” and “finance charge” are defined as set forth in Sections 226.2, 226.4, and 226.22 of Regulation Z, 12 C.F.R. §§ 226.2, 226.4, & 226.22.

8. “Subtitle A of Title V of the GLB Act” means 15 U.S.C. §§ 6801-9, and “Subtitle B of Title V of the GLB Act” means 15 U.S.C. §§ 6821-27.

9. “TILA” means the Truth in Lending Act, 15 U.S.C. §§ 1601-1666j.

10. “Unsolicited Commercial E-mail” means an electronic mail message that consists of or contains a communication advertising, promoting, soliciting, offering, or offering to sell any product or service, and that is not requested by the addressee or recipient or sent pursuant to a pre-existing business or personal relationship between the sender and the addressee or recipient of the e-mail.

## **CONDUCT PROHIBITIONS**

### **I. BOND REQUIREMENTS**

**IT IS THEREFORE ORDERED** that Defendant Gregory P. Roth, whether acting directly or indirectly through any persons or entities under his control, is hereby permanently enjoined and restrained from engaging in the marketing, advertising, promotion, or sending of Unsolicited Commercial E-mail, unless, prior to engaging in such activities, he first obtains a performance bond in the principal sum of \$1,000,000 (One Million Dollars) (“Bond”). The terms and conditions of the Bond are as follows:

- A. The Bond shall be conditioned upon compliance with Section 5(a) of the FTC Act and the provisions of this Order. The Bond shall be deemed continuous and

remain in full force and effect as long as Defendant Gregory P. Roth is engaging in the marketing, advertising, promotion, or sending of Unsolicited Commercial E-mail. Defendant Gregory P. Roth shall maintain the Bond for a period of three (3) years after he provides notice to the Commission that he has ceased engaging in the marketing, advertising, promotion, or sending of Unsolicited Commercial E-mail. The Bond shall cite this Order as the subject matter of the Bond, and shall provide surety thereunder against financial loss resulting from whole or partial failure of performance due, in whole or in part, to any violation of Section 5 of the FTC Act or the provisions of this Order, or to any other violation of law;

- B. The Bond required pursuant to this Section shall be an insurance agreement providing surety for financial loss issued by a surety company that is admitted to do business in each state in which Defendant Gregory P. Roth, or any entity directly or indirectly under such defendant's control, is doing business and that holds a Federal Certificate of Authority As Acceptable Surety on Federal Bond and Reinsuring. The Bond shall be in favor of both: (1) the Federal Trade Commission for the benefit of any consumer injured as a result of any activities that required obtaining the Bond; and (2) any consumer so injured;
- C. The Bond required pursuant to this Section is in addition to, and not in lieu of, any other bonds required by federal, state, or local law;
- D. At least ten (10) days before commencing any activity that requires obtaining the Bond, Defendant Gregory P. Roth shall provide notice to the Commission

describing in reasonable detail said activities, and include in such notice a copy of the Bond obtained;

- E. Defendant Gregory P. Roth shall not disclose the existence of any performance bond required by this Section to any recipient of Unsolicited Commercial E-mail, without also disclosing clearly and prominently, at the same time “AS REQUIRED BY ORDER OF THE U.S. DISTRICT COURT IN SETTLEMENT OF CHARGES OF FALSE AND MISLEADING REPRESENTATIONS IN THE USAGE OF UNSOLICITED COMMERCIAL E-MAIL.”

## **II. INJUNCTION AGAINST MISREPRESENTATIONS**

**IT IS FURTHER ORDERED** that, in connection with the advertising, promotion, offering or sale of goods or services in or affecting commerce that are advertised or sold using the Internet (including but not limited to e-mail or websites) or that relate directly or indirectly to residential mortgages, Defendant is hereby permanently restrained and enjoined from making any express or implied misrepresentation or omission of material fact that is false or misleading, in any manner, directly or indirectly, to any consumer or entity, including but not limited to misrepresenting, expressly or by implication:

- A. the mortgage terms or rates that are in fact available through them;
- B. that 30 Minute Mortgage Inc. is a mortgage lender;
- C. the security measures employed on any website; and
- D. any information material to a consumer’s decision to provide personal financial information.

### **III. INJUNCTION AGAINST TILA AND REGULATION Z VIOLATIONS**

**IT IS FURTHER ORDERED** that, in connection with any advertisement to promote directly or indirectly any extension of consumer credit, Defendant is hereby permanently restrained and enjoined from violating TILA and/or Regulation Z by:

- A. advertising credit terms other than those terms that actually are or will be arranged or offered by the creditor, in violation of Section 226.24(a) of Regulation Z, 12 C.F.R. § 226.24(a);
- B. stating a rate of finance charge without disclosing the accurate “annual percentage rate,” and, if the annual percentage rate may be increased after consummation, that fact, in violation of Sections 144(c) and 107 of TILA, 15 U.S.C. §§ 1664(c) & 1606, and Sections 226.24(b) and 226.22 of Regulation Z, 12 C.F.R. §§ 226.24(b) & 226.22;
- C. advertising a payment rate in a transaction where the consumer’s payments are based upon a lower interest rate than the rate at which interest is accruing, without also making all other disclosures required by Section 226.24(b)-4 of the FRB Official Staff Commentary on Regulation Z, 12 C.F.R. § 226.24(b)-4, Supp. 1 (including the rate at which the interest is in fact accruing and the annual percentage rate);
- D. stating the period of repayment, but failing to disclose: (1) the terms of repayment and (2) the annual percentage rate, using that term, and, if the rate may be increased after consummation, that fact, in violation of Section 144(d) of TILA,



15 U.S.C. § 1664(d), and Section 226.24(c) of Regulation Z, 12 C.F.R. § 226.24(c); or

E. failing to comply in any other respect with TILA and/or Regulation Z.

**IV. INJUNCTION AGAINST VIOLATIONS OF SUBTITLE A OF TITLE V OF THE GLB ACT**

**IT IS FURTHER ORDERED** that Defendant is hereby permanently restrained and enjoined from violating, or assisting others in violating, any part of Subtitle A of Title V of the GLB Act or the Privacy Rule, including but not limited to:

- A. failing to provide privacy and opt out notices at the time and in the manner required by Sections 502 and 503 of the GLB Act, 15 U.S.C. §§ 6802-03, and Sections 313.4 to 313.9 of the Privacy Rule, 16 C.F.R. §§ 313.4-9;
- B. disclosing to any nonaffiliated third party any nonpublic personal information about a consumer in a manner that violates Section 502 of the GLB Act, 15 U.S.C. § 6802, or Section 313.10 of the Privacy Rule, 16 C.F.R. § 313.10; or
- C. reusing or redisclosing nonpublic personal information received from a nonaffiliated financial institution in a manner that is prohibited by Section 502(c) of the GLB Act, 15 U.S.C. § 6802(c), or Section 313.11 of the Privacy Rule, 16 C.F.R. § 313.11.

**V. INJUNCTION AGAINST VIOLATIONS OF SUBTITLE B OF TITLE V OF THE GLB ACT**

**IT IS FURTHER ORDERED** that Defendant is hereby permanently restrained and enjoined from violating, or assisting others in violating, any part of Subtitle B of Title V of the

GLB Act, including but not limited to obtaining or attempting to obtain "customer information of a financial institution" (including but not limited to monthly mortgage payment amounts and account/asset types and balances) by making false, fictitious, or fraudulent statements or representations to consumers or financial institutions.

## **VI. MONETARY JUDGMENT**

### **IT IS FURTHER ORDERED that:**

A. Judgment in the amount of \$57,500.00 (Fifty-Seven Thousand Five Hundred Dollars) is hereby entered against Defendant Gregory P. Roth. *Provided, however,* that this amount shall be suspended until further order of the Court, and provided further that this judgment shall be subject to the conditions set forth in Subsection B of this Section.

B. The Commission's agreement to this Order is expressly premised upon the truthfulness, accuracy and completeness of the sworn financial statements and related materials transmitted to the FTC by Defendant Gregory P. Roth on or about March 7, 2003. Such financial statements and related materials contain material information upon which the Commission relied in negotiating and agreeing to this Order. If, upon motion by the Commission, this Court finds that Defendant Gregory P. Roth has failed to disclose any material asset or materially misstated the value of any asset in the financial statements and related materials described above, or has made any other material misstatement or omission in the financial statements and related documents described above, the Court shall enter judgment in the amount of \$57,500.00 (Fifty-Seven Thousand Five Hundred Dollars) against Defendant Gregory P. Roth. The entire amount of the judgment would be rendered immediately due and payable by Defendant Gregory P. Roth.

C. In accordance with 31 U.S.C. § 7701, Defendant Gregory P. Roth is hereby required, unless he has done so already, to furnish to the Commission his taxpayer identifying number (social security number or employer identification number), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of his relationship with the government.

D. Defendant Gregory P. Roth is further required, unless he has done so already, to provide the Commission with clear, legible and full-size photocopies of all valid driver's licenses he possesses, which will be used for reporting and compliance purposes.

E. Defendant Gregory P. Roth agrees that the facts as alleged in the Complaint filed in this action shall be taken as true for the purpose of a nondischargeability complaint in any bankruptcy proceeding.

F. Proceedings instituted under this Section are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings the Commission may initiate to enforce this Order.

## **VII. COMMISSION'S USE OF MONETARY JUDGMENT**

**IT IS FURTHER ORDERED** that in the event that monies are paid pursuant to Section VI of this Order, such monies shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but not limited to, consumer redress and any attendant expenses for the administration of any redress fund. If the Commission determines in its sole discretion that redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the Commission may apply any remaining funds for such other

equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendant Gregory P. Roth's practices alleged in the complaint. Any funds not used for such equitable relief shall be deposited in the United States Treasury as disgorgement. Defendant shall have no right to challenge the Commission's choice of remedies under this Section.

#### **VIII. ASSET FREEZE**

**IT IS FURTHER ORDERED** that, upon entry of this Order, the freeze of the assets set forth in Sections V and XV of the Stipulated Order of Preliminary Injunction shall be dissolved.

#### **IX. COMPLIANCE MONITORING**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring and investigating compliance with any provision of this Order,

- A. within fifteen (15) days of receipt of written notice from a representative of the Commission, Defendant Gregory P. Roth shall submit written reports in addition to those required by Section X, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in his possession or direct or indirect control to inspect the business operation, *provided that* the Commission shall return any materials removed from any business location pursuant to this Subsection within ten (10) business days of removing such materials for inventory and copying, and that Defendant Gregory P. Roth, after attempting to resolve a dispute without court action and for good cause shown,

may file a motion with this Court seeking an order including one or more of the protections set forth in Fed. R. Civ. P. 26(c);

B. in addition, the Commission is authorized to monitor compliance with this Order by all other lawful means, including but not limited to the following:

1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;
2. posing as consumers and suppliers to: Defendant Gregory P. Roth, Defendant Gregory P. Roth's employees, or any other entity managed or controlled in whole or in part by Defendant Gregory P. Roth, without the necessity of identification or prior notice;

*Provided* that nothing in this Order shall limit 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, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)) or violations of TILA, Regulation Z, Subtitle A or B of Title V of the GLB Act, or the Privacy Rule.

C. Defendant Gregory P. Roth shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

**X. COMPLIANCE REPORTING BY DEFENDANT**

**IT IS FURTHER ORDERED** that, in order that compliance with the provisions of this

Order may be monitored:

- A. for a period of five (5) years from the date of entry of this Order,
1. Defendant Gregory P. Roth shall notify the Commission of the following:
    - a. any changes in his residence, mailing addresses, and telephone numbers, within fifteen (15) days of the date of such change;
    - b. any changes in his employment status (including self-employment) within fifteen (15) days of the date of such change. Such notice shall include the name and address of each business that he is affiliated with, employed by, or performs services for; a statement of the nature of the business; and a statement of his duties and responsibilities in connection with the business;
    - c. any changes in his name or use of any aliases or fictitious names;  
and
  2. Defendant Gregory P. Roth shall notify the Commission of any changes in corporate structure that may affect compliance obligations arising under this Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a

bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided that*, with respect to any proposed change in the corporation about which he learns less than thirty (30) days prior to the date such action is to take place, he shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order, Defendant Gregory P. Roth shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which he has complied and is complying with this Order. This report shall include, but not be limited to:

1. any changes required to be reported pursuant to Subsection A above;
2. a copy of each acknowledgment of receipt of this Order obtained by Defendant pursuant to Section XII; and
3. a copy of any performance bond obtained by Defendant pursuant to Section I.

C. For the purposes of this Order, Defendant Gregory P. Roth shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director, Division of Financial Practices  
Federal Trade Commission  
600 Pennsylvania Ave., NW, Mailstop NJ-3158  
Washington, DC 20580

Re: FTC v. 30 Minute Mortgage Inc., Civil Action No. 03-60021-CIV

D. For purposes of the compliance reporting required by this Section, the

Commission is authorized to communicate directly with Defendant Gregory P. Roth.

#### **XI. RECORD KEEPING PROVISIONS**

**IT IS FURTHER ORDERED** that, for a period of eight (8) years from the date of entry of this Order, in connection with any business engaged in (1) the marketing, advertising, promotion, or offering of residential mortgages or services related to residential mortgages or (2) the marketing, advertising, promotion, or sending of Unsolicited Commercial E-mail where Defendant Gregory P. Roth is the majority owner of the business or directly or indirectly manages or controls the business, Defendant is hereby restrained and enjoined from failing to create and retain the following records:

- A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;
- B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;
- C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;



- D. Complaints and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests; and
- E. Copies of all sales scripts, training materials, advertisements, or other marketing materials.

## **XII. DISTRIBUTION OF ORDER BY DEFENDANT**

**IT IS FURTHER ORDERED** that, for a period of five (5) years from the date of entry of this Order, Defendant Gregory P. Roth shall deliver a copy of this Order to the principals, officers, directors, managers and employees under Defendant Gregory P. Roth's control for any business that (a) employs or contracts for personal services from Defendant Gregory P. Roth and (b) engages in (1) the marketing, advertising, promotion, or offering of residential mortgages or services related to residential mortgages or (2) the marketing, advertising, promotion, or sending of Unsolicited Commercial E-mail. Defendant Gregory P. Roth shall secure from each such person a signed and dated statement acknowledging receipt of the Order within thirty (30) days after the date of service of the Order or the commencement of the employment relationship. Defendant Gregory P. Roth shall maintain signed and dated acknowledgments of the receipt of copies of this Order, as required by this Section, until eight (8) years after the date of entry of this Order.

## **XIII. ACKNOWLEDGMENT OF RECEIPT OF ORDER BY DEFENDANT**

**IT IS FURTHER ORDERED** that Defendant Gregory P. Roth, within five (5) business days of receipt of this Order as entered by the Court, shall submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

#### **XIV. 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.

#### **XV. MONITORING COMPLIANCE OF SALES PERSONNEL**

**IT IS FURTHER ORDERED** that Defendant Gregory P. Roth, in connection with any business engaged in (1) the marketing, advertising, promotion, or offering of residential mortgages or services related to residential mortgages or (2) the marketing, advertising, promotion, or sending of *Unsolicited Commercial E-mail* where Defendant Gregory P. Roth is the majority owner of the business or directly or indirectly manages or controls the business, is hereby permanently restrained and enjoined from:

- A. Failing to take reasonable steps sufficient to monitor and ensure that all employees and independent contractors engaged in sales or other customer service functions ("salespersons") comply with Sections I, II, III, IV, and V of this Order. Such steps shall include adequate monitoring of sales presentations or other calls with customers, and shall also include, at a minimum, the following: (1) listening to the oral representations made by salespersons; (2) establishing a procedure for receiving and responding to consumer complaints; and (3) ascertaining the number and nature of consumer complaints regarding transactions in which each salesperson is involved;
- B. Failing promptly to investigate fully any consumer complaint received by any business to which this Section applies; and

- C. Failing to take corrective action with respect to any salesperson whom Defendant Gregory P. Roth determines is not complying with this Order, which may include training, disciplining, and/or terminating such salesperson.

**XVI. PROHIBITIONS INVOLVING CONSUMER LISTS**

**IT IS FURTHER ORDERED** that Defendant is hereby restrained and enjoined from:

- A. Selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, credit card number, bank account number, e-mail address, or other identifying information of any person who submitted such information to 30 Minute Mortgage Inc. at any time prior to entry of this Order, in connection with the advertising, promotion, telemarketing, offering for sale, or sale of any product or service in or affecting commerce; and
- B. Benefiting from or using the name, address, telephone number, credit card number, bank account number, e-mail address, or other identifying or financial information of any person who submitted such information to any defendant in this action as a result of, derived from, or otherwise related to the activities alleged in the Commission's complaint.

*Provided however,* that Defendant may disclose such identifying information to a law enforcement agency, or as required by any law, regulation or court order.

**XVII. FEES AND COSTS**

**IT IS FURTHER ORDERED** that each party to this Order hereby agrees to bear its own costs and attorneys' fees incurred in connection with this action.

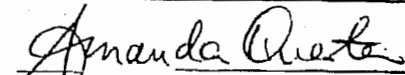
**XVIII. ENTRY OF THIS JUDGMENT**

**IT IS FURTHER ORDERED** that, as there is no just reason for delay of entry of this judgment, pursuant to Fed. R. Civ. P. 54(b), the Clerk shall enter this Order immediately.

**STIPULATED AND AGREED TO AS FOLLOWS:**

FOR THE PLAINTIFF:

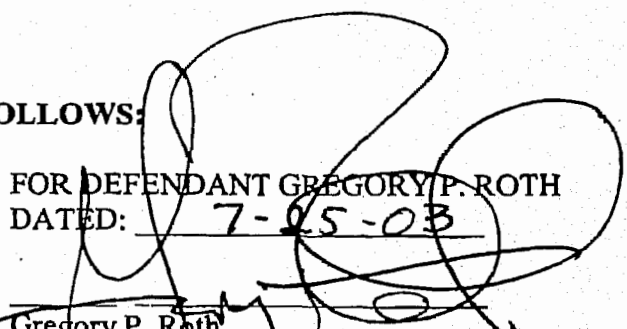
DATED: 9-11-03



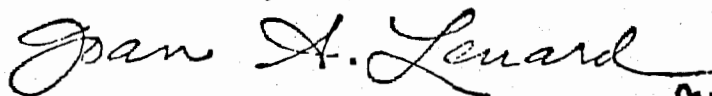
Amanda Quester, Esq., SBN A5500729  
T. Kevin Marr, Esq., SBN A5500730  
Federal Trade Commission  
Division of Financial Practices  
600 Pennsylvania Ave., NW  
Mailstop NJ-3158  
Washington, DC 20580  
(202) 326-2719 (phone)  
(202) 326-3768 (fax)  
*Attorneys for Plaintiff*

FOR DEFENDANT GREGORY P. ROTH

DATED: 7-25-03

  
Gregory P. Roth  
3355 Wilshire Blvd., Apt. 1405  
Los Angeles, CA 90010  
(213) 388-6900 (phone)  
(213) 388-6902 (fax)

SO ORDERED, this 16<sup>th</sup> day of September, 2003, at Miami



Joan A. Lenard  
United States District Judge