

1 Michelle Chua (DC Bar 441990)  
2 Bikram Bandy (DC Bar 480967)  
3 Karen S. Hobbs (DC Bar 469817)  
4 600 Pennsylvania Ave., NW, CC-8528  
5 Washington, DC 20580  
6 202-326-3248 (Chua); [mchua@ftc.gov](mailto:mchua@ftc.gov)  
202-326-2978 (Bandy); [bbandy@ftc.gov](mailto:bbandy@ftc.gov)  
202-326-3587 (Hobbs); [khobbs@ftc.gov](mailto:khobbs@ftc.gov)

7 Attorneys for Plaintiff  
8 Federal Trade Commission

9 **IN THE UNITED STATES DISTRICT COURT**  
10 **FOR THE DISTRICT OF ARIZONA**

11 Federal Trade Commission,  
12 Plaintiff,  
13  
14 v.  
15 Electronic Payment Solutions of America,  
16 Incorporated, et al.,  
17 Defendants.

No. CV-17-02535-PHX-DJH

**STIPULATED ORDER FOR  
PERMANENT INJUNCTION AND  
JUDGMENT AGAINST DEFENDANTS  
KMA MERCHANT SERVICES LLC  
AND MICHAEL ABDELMESSEH**

18  
19 Plaintiff, the Federal Trade Commission (“Commission” or “FTC”), filed its First  
20 Amended Complaint for a permanent injunction and other equitable relief in this matter,  
21 pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C.  
22 §§ 53(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act  
23 (“Telemarketing Act”), 15 U.S.C. §§ 6101 - 6108. The FTC and Defendant Michael  
24 Abdelmesseheh stipulate to the entry of this Order (“Order”) to resolve all matters in  
25 dispute related to this action between them.

26 THEREFORE, IT IS ORDERED as follows:  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FINDINGS**

1. This Court has jurisdiction over this matter.
2. The First Amended Complaint charges that Defendants participated in deceptive and unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and the FTC’s Trade Regulation Rule entitled Telemarketing Sales Rule (“TSR” or “Rule”), 16 C.F.R. Part 310, by their involvement in a credit card laundering scheme.
3. Defendants neither admit nor deny any of the allegations in the First Amended Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit the facts necessary to establish jurisdiction.
4. 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 attorney’s fees.
5. Defendants and the Commission waive all rights to appeal or otherwise challenge or contest the validity of this Order.

**DEFINITIONS**

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

1. “**ACH Debit**” means any completed or attempted debit to a Person’s account at a financial institution that is processed electronically through the Automated Clearing House Network (“ACH Network”).
2. “**ACH Transaction**” means any transaction involving a Person’s account at a financial institution that is processed electronically through the ACH Network.
3. “**Acquirer**” means a business organization, financial institution, or an agent of a business organization or financial institution that has authority from an organization that operates or licenses a credit card system (e.g. VISA, MasterCard, American Express, and Discover) to authorize Merchants to accept, transmit, or process payment by credit card through the credit card system for money, goods or services, or anything else of value.

1           4.     **“Chargeback”** means a procedure whereby an issuing bank or other  
2 financial institution charges all or part of an amount of a Person’s credit or debit card  
3 transaction back to the Acquirer or merchant bank.

4           5.     **“Corporate Defendant”** means KMA Merchant Services LLC, its  
5 successors and assigns.

6           6.     **“Credit Card Laundering”** means:

7               (a)   Presenting or depositing into, or causing or allowing another to  
8 present or deposit into, the credit card system for payment, a Credit  
9 Card Sales Draft generated by a transaction that is not the result of a  
10 credit card transaction between the cardholder and the Merchant;

11              (b)   Employing, soliciting, or otherwise causing or allowing a Merchant,  
12 or an employee, representative, or agent of a Merchant, to present to  
13 or deposit into the credit card system for payment, a Credit Card  
14 Sales Draft generated by a transaction that is not the result of a credit  
15 card transaction between the cardholder and the Merchant; or

16              (c)   Obtaining access to the credit card system through the use of a  
17 business relationship or an affiliation with a Merchant, when such  
18 access is not authorized by the Merchant Account agreement or the  
19 applicable credit card system.

20           7.     **“Credit Card Sales Draft”** means any record or evidence of a credit card  
21 transaction.

22           8.     **“Defendant”** or **“Defendants”** means the Individual Defendant and  
23 Corporate Defendant, individually, collectively, or in any combination.

24           9.     **“Independent Sales Organization”** or **“ISO”** means any Person or entity  
25 that (a) enters into an ISO agreement or contract with a Payment Processor, Acquirer or  
26 financial institution to sell or market Payment Processing services to a Merchant; (b)  
27 matches, arranges for, or refers Merchants to a Payment Processor or Acquirer for  
28

1 Payment Processing services, or that matches, arranges for, or refers a Payment Processor  
2 or Acquirer to Merchants for Payment Processing services; or (c) is registered as an ISO  
3 or merchant service provider (“MSP”) with VISA, MasterCard, or any credit card  
4 association.

5 10. “**Individual Defendant**” means Michael Abdelmesseh, individually.

6 11. “**Merchant**” means any Person or entity engaged in the sale or marketing  
7 of any goods or services or a charitable contribution, including any Person who applies  
8 for ISO or Payment Processing services.

9 12. “**Merchant Account**” means an account with an Acquirer that authorizes  
10 and allows a Merchant to honor or accept credit cards, or to transmit or process for  
11 payment credit card payments, for the purchase of goods or services or a charitable  
12 contribution.

13 13. “**Money Now Funding**” or “**Money Now Funding Enterprise**” means the  
14 entities and individuals named as defendants in FTC v. Money Now Funding, LLC, et al.  
15 CV 13-01583-PHX-ROS (D. Az. 2013), including Money Now Funding, LLC, Rose  
16 Marketing, LLC, Green Merchant Funding, Nationwide Lending, DePaola Marketing,  
17 LLC, Affiliate Marketing Group, LLC, Legal Doxs, LLC, US Doc Assist, LLC, Affinity  
18 Technologies, LLC, Marketing Expert Solutions, LLC, Global Network Marketing, LLC,  
19 Precise Payroll Services, LLC, Strategic Media Advertising, LLC, Lukeroy K. Rose,  
20 Cordell Bess, Cynthia Miller, Solana DePaola, Jennifer Beckman, William D. Claspell,  
21 Richard Frost, Dino Mitchell, Clinton Rackley, Lance Himes, Leary Darling, Donna F.  
22 Duckett (dba D&D Marketing Solutions), Della Frost (dba ZoomDocs), Christopher  
23 Grimes (dba Elite Marketing Strategies), Alannah M. Harre (dba National Marketing  
24 Group), Ronald W. Hobbs (dba Ron Hobbs & Associates), Janine Lilly (dba Doc  
25 Assistant), Michael McIntyre (dba McIntyre Marketing), Benny Montgomery (dba  
26 Montgomery Marketing), Virginia Rios (dba V&R Marketing Solutions), and Kendrick  
27 Thomas (dba KT Advertising), and any other entity owned or controlled by Lukeroy  
28

1 Rose or Solana DePaola.

2 14. **“Payment Processing”** means providing a Person, directly or indirectly,  
3 with the means used to charge or debit accounts through the use of any payment method  
4 or mechanism, including, but not limited to, credit cards, debit cards, prepaid cards,  
5 stored value cards, ACH Debits, and Remotely Created Payment Orders. Whether  
6 accomplished through the use of software or otherwise, Payment Processing includes,  
7 among other things: (a) reviewing and approving Merchant applications for payment  
8 processing services; (b) providing the means to transmit sales transaction data from  
9 Merchants to acquiring banks, Payment Processors, ISOs, or other financial institutions;  
10 (c) clearing, settling, or distributing proceeds of sales transactions from acquiring banks  
11 or financial institutions to Merchants; or (d) processing Chargebacks or returned  
12 Remotely Created Payment Orders, checks or ACH Transactions.

13 15. **“Payment Processor”** means any Person providing Payment Processing  
14 services in connection with another Person’s sale of goods or services, or in connection  
15 with any charitable donation.

16 16. **“Person”** means any natural person or any entity, corporation, partnership,  
17 or association of persons.

18 17. **“Remotely Created Payment Order”** or **“RCPO”** means a payment  
19 instruction or order, whether created in electronic or paper format, drawn on a payor’s  
20 account that is initiated or created by or on behalf of the payee, and which is deposited  
21 into or cleared through the check clearing system. For purposes of this definition, an  
22 account includes any financial account or credit or other arrangement that allows checks,  
23 payment instructions, or orders to be drawn against it that are payable by, through, or at a  
24 bank.

25 18. **“Sales Agent”** means a Person that matches, arranges, or refers Merchants  
26 to a Payment Processor, ISO, Sales Agent, or Acquirer for ISO or Payment Processing  
27 services. As such, a Sales Agent may be involved in recommending a particular ISO,  
28

1 Payment Processor, or Acquirer to a Merchant, or in recommending a particular  
2 Merchant to an ISO, Payment Processor, or Acquirer. For purposes of this definition, a  
3 Sales Agent does not necessarily use the title “sales agent,” and includes Persons,  
4 independent contractors, sales representatives, sub-agents, and sub-ISOs (however titled)  
5 working for or under a Sales Agent’s office who refer Merchants to a Sales Agent or ISO  
6 for Payment Processing services.

7 **I.**

8 **BAN AGAINST PAYMENT PROCESSING OR**  
9 **ACTING AS AN ISO OR SALES AGENT**

10 IT IS ORDERED that Defendants are permanently restrained and enjoined from  
11 Payment Processing or acting as an ISO or Sales Agent.

12 **II.**

13 **PROHIBITION AGAINST CREDIT CARD LAUNDERING**

14 IT IS FURTHER ORDERED that Defendants, and Defendants’ officers, agents,  
15 employees, representatives, and all others in active concert or participation with any of  
16 them, who receive actual notice of this Order, whether acting directly or indirectly, are  
17 permanently restrained and enjoined from Credit Card Laundering.

18 **III.**

19 **MONETARY JUDGMENT AND SUSPENSION**

20 IT IS FURTHER ORDERED that:

21 A. Judgment in the amount of \$1,384,500.00 (One Million Three Hundred  
22 Eighty Four Thousand Five Hundred Dollars) is entered in favor of the Commission  
23 against Defendants, jointly and severally, as equitable monetary relief.

24 B. The judgment is suspended subject to the Subsections below.

25 C. The Commission’s agreement to the suspension of the judgment is  
26 expressly premised upon the truthfulness, accuracy, and completeness of Defendants’  
27 sworn financial statements and related documents (collectively, “financial  
28 representations”) submitted to the Commission, namely:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1. Individual Financial Statement of Michael Abdelmesseh signed on November 17, 2017, together with all prior versions and all attachments labeled MA. Draft FD. 00001-00013 and MA. FD. 0001-03967; and
2. Corporate Financial Statement of Defendant KMA Merchant Services LLC signed on October 12, 2017, together with the attachments and all prior versions and attachments labeled MA FD. 0001-03967.

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.

E. 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 First Amended Complaint that is attributable in part to Defendants), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

**IV.**

**ADDITIONAL MONETARY PROVISIONS**

IT IS FURTHER ORDERED that:

A. 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.

B. The facts alleged in the First Amended 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

1 judgment pursuant to this Order, such as a nondischargeability complaint in any  
2 bankruptcy case.

3 C. The facts alleged in the First Amended Complaint establish all elements  
4 necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the  
5 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel  
6 effect for such purposes.

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

11 E. All money paid to the Commission pursuant to this Order may be deposited  
12 into a fund administered by the Commission or its designee to be used for equitable  
13 relief, including consumer redress and any attendant expenses for the administration of  
14 any redress fund. If a representative of the Commission decides that direct redress to  
15 consumers is wholly or partially impracticable or money remains after redress is  
16 completed, the Commission may apply any remaining money for such other equitable  
17 relief (including consumer information remedies) as it determines to be reasonably  
18 related to Defendants' practices alleged in the First Amended Complaint. Any money not  
19 used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement.  
20 Defendants have no right to challenge any actions the Commission or its representatives  
21 may take pursuant to this Subsection.

22 **V.**

23 **CUSTOMER INFORMATION**

24 IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents,  
25 employees, representatives and all other persons in active concert or participation with  
26 any of them, who receive actual notice of this Order, whether acting directly or indirectly,  
27 are permanently restrained and enjoined from:



1           A. Disclosing, using, or benefitting from customer information, including the  
2 name, address, telephone number, email address, social security number, other  
3 identifying information, or any data that enables access to a customer's account  
4 (including a credit card, bank account, or other financial account), that any Defendant  
5 obtained prior to entry of this Order in connection with Merchant Accounts that were  
6 referred to Electronic Payment Systems, LLC under sales agent numbers 2087, 2088 and  
7 4720, including Merchant Accounts associated with the Money Now Funding Enterprise;  
8 and

9           B. Failing to destroy such customer information described in paragraph V.A in  
10 all forms in their possession, custody, or control within thirty (30) days after receipt of  
11 written direction to do so from a representative of the Commission. *Provided, however,*  
12 that such customer information need not be disposed of, and may be disclosed, to the  
13 extent requested by a government agency or required by law, regulation, or court order.  
14 Moreover, such customer information may be maintained by undersigned counsel for  
15 Defendants' use only in connection with a legal proceeding or investigation concerning  
16 either Defendant; it may not otherwise be used or disclosed.

17                                 **VI.**

18                                 **COOPERATION**

19           IT IS FURTHER ORDERED that Defendants must fully cooperate with  
20 representatives of the Commission in this case and in any investigation related to or  
21 associated with the transactions or the occurrences that are the subject of the First  
22 Amended Complaint. Such Defendants must provide truthful and complete information,  
23 evidence, and testimony. Individual Defendant must appear, and Corporate Defendant  
24 must cause its present officers, employees, representatives, or agents to appear, for  
25 interviews, discovery, hearings, trials, and any other proceedings that a Commission  
26 representative may reasonably request upon 10 days written notice, or other reasonable  
27 notice, at such places and times as a Commission representative reasonably may  
28

1 designate, without the service of a subpoena. This Section does not preclude Individual  
2 Defendant from invoking any valid Fifth Amendment privilege against self-  
3 incrimination.

4 **VII.**

5 **ORDER ACKNOWLEDGMENTS**

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

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

10 B. For 5 years after entry of this Order, Individual Defendant, for any  
11 business that such Defendant, individually or collectively with any other Defendants, is  
12 the majority owner or controls directly or indirectly, and Corporate Defendant, must  
13 deliver a copy of this Order to: (1) all principals, officers, directors, and LLC members  
14 and managers; (2) all employees, agents, and representatives who participate in conduct  
15 related to the subject matter of the Order; and (3) any business entity resulting from any  
16 change in structure as set forth in the Section titled Compliance Reporting. Delivery  
17 must occur within 7 days of entry of this Order for current personnel. For all others,  
18 delivery must occur before they assume their responsibilities.

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

22 **VIII.**

23 **COMPLIANCE REPORTING**

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

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

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1. 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 (which Individual Defendant must describe if he knows or should know due to his own involvement);
  - d) Describe in detail whether and how Defendant is in compliance with each Section of this Order;
  - e) Provide a copy of each Order Acknowledgement obtained pursuant to this Order, unless previously submitted to the Commission.
2. Additionally, 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,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

authority, control, and any ownership.

B. For 20 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:

1. Each Defendant must report a change in:
  - a) Any designated point of contact; or
  - b) The structure of 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.
2. Additionally, 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 such 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.

C. Each Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or 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

1 States of America that the foregoing is true and correct. Executed on: \_\_\_\_\_” and  
2 supplying the date, signatory’s full name, title (if applicable), and signature.

3 E. Unless otherwise directed by a Commission representative in writing, all  
4 submissions to the Commission pursuant to this Order must be emailed to  
5 DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate  
6 Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission,  
7 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin:  
8 FTC v. Electronic Payment Solutions of America, Inc., et al., X170045.

9 **IX.**

10 **RECORDKEEPING**

11 IT IS FURTHER ORDERED that Defendants must create certain records for 20  
12 years after entry of the Order, and retain each such record for 5 years. Specifically,  
13 Corporate Defendant and Individual Defendant for any business that such Defendant,  
14 individually or collectively with any other Defendants, is a majority owner or controls  
15 directly or indirectly, must create and maintain the following records:

16 A. Accounting records showing the revenues from all goods or services sold;

17 B. Personnel records showing, for each Person providing services, whether as  
18 an employee or otherwise, that Person’s: name, addresses, telephone numbers; job title or  
19 position; dates of service; and, if applicable, the reason for termination;

20 C. Records of all consumer complaints, Chargebacks, and refund requests,  
21 whether received directly or indirectly, such as through a third party, and any response;

22 D. All records necessary to demonstrate full compliance with each provision  
23 of this Order, including all submissions to the Commission; and

24 E. A copy of each unique advertisement or other marketing material.

25 **X.**

26 **COMPLIANCE MONITORING**

27 IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants’  
28

1 compliance with this Order, including the financial representations upon which the  
2 monetary judgment was suspended:

3 A. Within 14 days of receipt of a written request from a representative of the  
4 Commission, each Defendant must: submit additional compliance reports or other  
5 requested information, which must be sworn under penalty of perjury; appear for  
6 depositions; and produce documents for inspection and copying. The Commission is also  
7 authorized to obtain discovery, without further leave of court, using any of the procedures  
8 prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions),  
9 31, 33, 34, 36, 45, and 69.

10 B. For matters concerning this Order, the Commission is authorized to  
11 communicate directly with each Defendant. Defendants must permit representatives of  
12 the Commission to interview any employee or other Person affiliated with any Defendant  
13 who has agreed to such an interview. The Person interviewed may have counsel present.

14 C. The Commission may use all other lawful means, including posing, through  
15 its representatives, as consumers, suppliers, or other individuals or entities, to Defendants  
16 or any individual or entity affiliated with Defendants, without the necessity of  
17 identification or prior notice. Nothing in this Order limits the Commission's lawful use  
18 of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49,  
19 57b-1.

20 D. Upon written request from a representative of the Commission, any  
21 consumer reporting agency must furnish consumer reports concerning Individual  
22 Defendant, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §  
23 1681b(a)(1).

## 24 XI.

### 25 RETENTION OF JURISDICTION

26 IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for  
27 purposes of construction, modification, and enforcement of this Order.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SO ORDERED**, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

---

Honorable Diane J. Humetewa  
United States District Judge

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SO STIPULATED AND AGREED:  
FOR PLAINTIFF FEDERAL TRADE COMMISSION**



Date: March 9, 2018

Michelle Chua (DC Bar 441990)  
Bikram Bandy (DC Bar 480967)  
Karen S. Hobbs (DC Bar 469817)  
600 Pennsylvania Ave., NW, CC-8528  
Washington, DC 20580  
202-326-3248 (Chua); [mchua@ftc.gov](mailto:mchua@ftc.gov)  
202-326-2978 (Bandy); [bbandy@ftc.gov](mailto:bbandy@ftc.gov)  
202-326-3587 (Hobbs); [khobbs@ftc.gov](mailto:khobbs@ftc.gov)

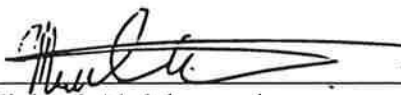
**FOR DEFENDANTS KMA MERCHANT SERVICES LLC  
AND MICHAEL ABDELMESSEH:**



Date: 3.5.2018

**Kevin D. Evans** (Counsel for KMA Merchant  
Services LLC and Michael Abdelmesseh)  
Armstrong Teasdale LLP  
Regency Plaza  
4643 South Ulster Street, Suite 800  
Denver, Colorado 80237  
(720) 200-0613 Ext. 3808

**DEFENDANTS KMA MERCHANT SERVICES LLC  
AND MICHAEL ABDELMESSEH:**



Date: 03/05/18

Michael Abdelmesseh,  
individually and as an officer of KMA  
Merchant Services LLC