

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Case No. 5:21-cv-343-BJD-PRL

FRANK ROMERO,

Defendant.

FINAL JUDGMENT AND ORDER FOR PERMANENT INJUNCTION

This lawsuit was brought by the Federal Trade Commission (FTC) against Defendant Frank Romero for violating the FTC Act and the COVID-19 Consumer Protection Act (CCPA). In its Complaint, the FTC asked for the Court to enter a permanent injunction and award other relief consistent with the FTC Act, the CCPA, and the FTC's Trade Regulation Rule Concerning the Sale of Mail, Internet, or Telephone Order Merchandise (MITOR).

The FTC moved for summary judgment against the Defendant, and its motion was granted. (See Doc. 61). For a Final Judgment and Order against Defendants, it is hereby **ORDERED, ADJUDGED, AND DECREED:**

FINDINGS

1. This Court has jurisdiction over this matter and venue is proper in this district.

2. The Complaint charges that Frank Romero participated in deceptive acts or practices in violation of MITOR, 16 C.F.R. Part 435, for lacking a reasonable basis to claim he could ship purchased goods within the time periods he advertised; failing to allow consumers to consent to a delay in shipping or to cancel their order and receive a prompt refund upon learning of his inability to ship ordered facemasks and other Personal Protective Equipment within the time he advertised; after failing to offer this option, failing to deem orders cancelled and provide a prompt refund; and after receiving cancellation and refund requests, failing to deem orders cancelled and provide a prompt refund. The Complaint also charges that Frank Romero participated in deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, by failing to both ship and deliver purchased goods by the advertised shipping and delivery date; advertising that facemasks could perform to specific standards while lacking substantiation for and a reasonable basis to make those claims; failing to deliver facemasks with filtration efficiency comparable to that of an N95 respirator, or a filtration efficiency of greater than or equal to 95 percent; failing to deliver facemasks that prevent viruses, including the SARSCoV-2 virus, from passing through

them; and advertising he had obtained registrations from NIOSH and FDA that he did not possess. The Complaint also charges that, during the 2019 novel coronavirus public health emergency, Frank Romero participated in deceptive acts or practices associated with the prevention or mitigation of COVID-19 in violation of Section 5(a) of the FTC Act under the CCPA, by advertising that facemasks could perform to specific standards while lacking a reasonable basis and substantiation for those claims.

3. The relevant findings of fact and conclusions of law are set out in full in a previous Court Order. (See Doc. 61). Relevant to this Final Judgment, the Court reiterates:

- a. Frank Romero has done business as a sole proprietor under the name Trend Deploy. Id. at 2. On March 13, 2020, Romero began marketing facemasks through his Trend Deploy website, including masks he described as “N95” and “Class N95.” Id. at 5. Romero offered consumers two shipping options for these facemasks: “Fast Shipping (5-15 days)” and “Standard Shipping (3-5 weeks).” Id.
- b. Romero violated MITOR, 16 C.F.R. §§ 435.2(a)(1), 435.2(b)(1), and 435.2(c)(5), by having no reasonable basis to expect he would be able to ship ordered merchandise to the buyer within the times he clearly and conspicuously stated within his solicitations; by failing to ship goods within the timeframe required by MITOR; by failing to allow

consumers to consent to a delay in shipping or to cancel their order and receive a prompt refund upon learning of his inability to ship goods within the time advertised; and, after receiving cancellation and refund requests, by failing to provide consumers with a prompt refund. Id. at 12–19.

- c. For these MITOR violations, the proper measure of monetary liability is Romero’s net revenues, which is gross receipts minus refunds. Here, Romero’s net revenues attributable to his MITOR violations equal \$989,483.69. Id.
- d. Romero violated Sections 5 and 12 of the FTC Act by making representations that: (1) purchased goods would ship within 5-15 days for “Fast Shipping” or 3-5 weeks for “Standard Shipping”; (2) the masks he sold were certified by NIOSH and the FDA; (3) the masks he sold were proper N95 masks; and (4) his “Class N95” masks had filtration efficiencies comparable to N95 respirators, had filtration efficiencies greater than or equal to 95 percent, and would prevent viruses, including the CoV-2 virus, from passing through the masks. Each claim constitutes a deceptive act or practice because Romero lacked a reasonable basis to make each claim. Each claim was material and relied upon by consumers, and did, in fact, mislead consumers. Id. at 19–29.

- e. Romero participated in and had the authority to control the deceptive marketing of facemasks through his Trend Deploy website. Further, he knew of or was recklessly indifferent to the deceptive nature of these claims. Id.
- f. Romero learned of both MITOR and the FTC Act in November 2020 after being informed he was under investigation by the FTC for violating both. Id. at 31.
- g. Beginning on December 27, 2020, during the pendency of a public health emergency declared under 42 U.S.C. § 247d, Romero continued to make claims about his Class N95 facemasks that violated Section 5(a) of the FTC Act and that were associated with the prevention or mitigation of COVID-19.
- h. Romero was culpable in making deceptive representations, in violation of MITOR and Sections 5 and 12 of the FTC Act. He can afford to pay a civil penalty. His net revenues less cost of goods sold from violations of MITOR and the FTC Act after December 27, 2020 were \$854.07. Three times this figure is \$2,562.21. Id. at 33.
- i. There is a cognizable danger of recurrent violations of the FTC Act by Romero given his violations of the FTC Act and MITOR, behavior in engaging in deceptive acts or practices while selling facemasks

during the COVID-19 pandemic, and proficiency in and ability to commit further violations.

DEFINITIONS

For this Final Order, these definitions shall apply:

1. **“Applicable Time Period”** means the time stated in Defendant’s solicitation or within 30 days of Receipt of a Properly Completed Order if no time is stated in the solicitation.
2. **“Clearly and Conspicuously”** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:
 - a. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
 - b. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any

accompanying text or other visual elements so that it is easily noticed, read, and understood.

- c. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
- d. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
- e. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
- f. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
- g. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
- h. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.

3. **“Defendant”** means Frank Romero.

4. **“Document”** is synonymous in meaning and equal in scope to the usage of “document” and “electronically stored information” in Federal Rule

of Civil Procedure 34(a), Fed. R. Civ. P. 34(a), and includes writings, drawings, graphs, charts, photographs, sound and video recordings, images, internet sites, web pages, websites, electronic correspondence, including email and instant messages, contracts, accounting data, advertisements, FTP logs, server access logs, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records, customer or sales databases and any other electronically stored information, including Documents located on remote servers or cloud computing systems, and other data or data compilations from which information can be obtained directly or, if necessary, after translation into a reasonably usable form. A draft or non-identical copy is a separate Document within the meaning of the term.

5. **“Option”** means an offer made Clearly and Conspicuously and without prior demand.

6. **“Personal Protective Equipment”** means protective clothing, helmets, gloves, face shields, goggles, facemasks, respirators, or other equipment designed, intended, or represented to protect the wearer from the spread of infection or illness.

7. **“Prompt,”** in the context of a Refund, means a Refund sent by any means at least as fast and reliable as first-class mail within 7 days of the

date on which the buyer's right to Refund vests under the provisions of this Court Order. Provided, however, that where Defendant cannot provide a Refund by the same method payment was tendered, Prompt Refund means a Refund sent in the form of cash, check, or money order, by any means at least as fast and reliable as first-class mail, within 7 days of the date on which Defendant discovers Defendant cannot provide a Refund by the same method as payment was tendered.

8. **“Protective Goods and Services”** means any good or service designed, intended, or represented to detect, treat, prevent, mitigate, or cure COVID-19 or any other infection or disease, including, but not limited to, Personal Protective Equipment, hand sanitizer, and thermometers.

9. **“Refund”** means:

- a. Where the buyer tendered full payment for the unshipped merchandise in the form of cash, check, or money order, a return of the amount tendered in the form of cash, check, or money order sent to the buyer;
- b. Where there is a credit sale:
 - i. And Defendant is a creditor, a copy of a credit memorandum or the like or an account statement sent to the buyer reflecting the removal or absence of any remaining charge incurred because of the sale from the buyer's account;

- ii. And a third party is the creditor, an appropriate credit memorandum or the like sent to the third party creditor which will remove the charge from the buyer's account and a copy of the credit memorandum or the like sent to the buyer that includes the date that Defendant sent the credit memorandum or the like to the third party creditor and the amount of the charge to be removed, or a statement from Defendant acknowledging the cancellation of the order and representing that it has taken no action regarding the order which will result in a charge to the buyer's account with the third party;
 - iii. And the buyer tendered partial payment for the unshipped merchandise in the form of cash, check, or money order, a return of the amount tendered in the form of cash, check, or money order sent to the buyer.
- c. Where the buyer tendered payment for the unshipped merchandise by any means other than those enumerated in (a) or (b) of this definition:
- i. Instructions sent to the entity that transferred payment to Defendant instructing that entity to return to the buyer the amount tendered in the form tendered and a statement sent to the buyer setting forth the instructions sent to the entity

including the date of the instructions and the amount to be returned to the buyer;

- ii. A return of the amount tendered in the form of cash, check or money order sent to the buyer; or
- iii. A statement from Defendant sent to the buyer acknowledging the cancellation of the order and representing that Defendant has taken no action regarding the order which will access any of the buyer's funds.

10. **“Receipt of a Properly Completed Order”** means, where the buyer tenders full or partial payment in the proper amount in the form of cash, check or money order; authorization from the buyer to charge an existing charge account; or other payment methods, the time at which Defendant receives both said payment and an order from the buyer containing all of the information needed by Defendant to process and Ship the order.

11. **“Ship,”** or any variation thereof, including Shipment or Shipping, means the act by which the merchandise is physically placed in the possession of the carrier.

ORDER

CONDUCT RELIEF

I.

IT IS FURTHER ORDERED that Defendant is permanently restrained and enjoined from the advertising, marketing, promoting, or offering for sale, or assisting others in the advertising, marketing, promoting, or offering for sale, of any Protective Goods and Services.

II.

IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, 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 sale of any good ordered by mail, via the internet, or by telephone are permanently restrained and enjoined from:

A. Representing, without a reasonable basis, that Defendant will:
(1) Ship ordered goods within the time stated in his solicitation; (2) Ship ordered goods within 30 days after Receipt of a Properly Completed Order if no time is stated in the solicitation; or (3) Ship ordered goods by any revised Shipping date provided to buyers.

B. Informing buyers that Defendant is unable to make any representation regarding the length of any Shipping delay unless Defendant has a reasonable basis for so informing buyers.

C. Failing to provide buyers with the Option either to consent to the delay in Shipping or to cancel the order and receive a Prompt Refund where the Defendant cannot Ship the ordered goods within the Applicable Time Period. Said Option must be provided within a reasonable time after the Defendant learns of his inability to Ship within the Applicable Time Period, but in no event later than the Applicable Time Period.

a. Provided however, that any such Option must either:

i. provide a definite revised Shipping date; or

ii. where the Defendant lacks a reasonable basis for providing a definite revised Shipping date, inform the buyer that:

1. the seller is unable to make any representation regarding the length of the delay; and

2. the reason(s) for the delay.

b. Where the Defendant has provided a definite revised Shipping date, pursuant to II.C.a.i., that is more than 30 days later than the Applicable Time Period, the Defendant must also Clearly and Conspicuously inform the buyer that the buyer's order will automatically be deemed to have been cancelled unless:

- i. the Defendant has Shipped the merchandise within the Applicable Time Period, and the Defendant has received no cancellation request before Shipment; or
 - ii. the buyer has specifically consented to said Shipping delay within the Applicable Time Period.
 - c. Where the Defendant has informed the buyer he can make no representation regarding the length of the delay under Section II.C.a.ii, the Defendant must also Clearly and Conspicuously inform the buyer that the buyer's order will automatically be deemed to have been cancelled unless:
 - i. the Defendant has Shipped the merchandise within the Applicable Time Period, and the Defendant has received no cancellation request before Shipment; or
 - ii. the buyer has specifically consented to said Shipping delay within the Applicable Time Period. Provided however, the Defendant must also expressly inform the buyer that the buyer will have a continuing right to cancel the order at any time after the Applicable Time Period.

D. Where the buyer has consented to a definite revised Shipping date under Section II.C, and the Defendant becomes aware he is unable to Ship ordered goods by that date, failing to provide a renewed Option either to

consent to a further delay or to cancel the order and receive a Prompt Refund. Said Option must be made within a reasonable time after the Defendant first learns of his inability to Ship before the said definite revised Shipping date, but in no event later than the expiration of the definite revised Shipping date.

- a. Provided however, that any such Option must provide a new definite revised Shipping date, unless the Defendant lacks a reasonable basis for doing so.
- b. In such event, the Defendant must also provide the notices required by Section II.C.a.ii. and Section II.C.c. of this Order.

E. Failing to cancel any order and provide the buyer with a Prompt Refund:

- a. When Defendant has received a cancellation and Refund request from the buyer under Section II of this Order;
- b. Under the circumstances prescribed in Section II.C.b. and II.C.c.;
- c. When Defendant fails to provide the Option required by Section II.C. and has not shipped the merchandise within the Applicable Time Period; or
- d. When the Defendant notifies the buyer he has decided not to Ship the ordered goods.

III.

In any action brought by the Commission alleging a violation of Section II of this Order, failing to create and maintain records establishing compliance with Section II creates a rebuttable presumption that Defendant violated that Section.

IV.

IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, 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 sale of any good or service, are permanently restrained and enjoined from, or assisting others in, expressly or by implication, misrepresenting:

- A. The time within which the good will ship;
- B. The time within which the buyer will receive the ordered good;
- C. That any costs will be refunded if the order does not arrive on time, or any material aspect of a Refund policy;
- D. The nature or quality of the good, such as that it is certified or meets certain filtration efficiency standards;
- E. The good the consumer ordered will be the good delivered;
- F. Affiliation with, certification from, endorsement or approval by, or any other material connection to any person, entity, or governmental agency; or

G. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

V.

IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, 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 sale of any good or service, are permanently restrained and enjoined from making any representation, expressly or by implication, about the health benefits, performance, efficacy, safety, or side effects of any good or service unless the representation is non-misleading, including that, at the time such representation is made, Defendant possesses competent and reliable scientific evidence substantiating that the representation is true. For purposes of this Provision, competent and reliable scientific evidence shall consist of testing of the product that is sufficient in quality and quantity based on standards generally accepted by experts in the field of the relevant good or service, when considered in light of the entire body of relevant scientific evidence, to substantiate that the representation is true. Such

testing must be conducted by researchers qualified by training and experience to conduct such testing.

**VI. CIVIL PENALTY FOR FTC ACT VIOLATIONS
PURSUANT TO THE CCPA**

IT IS FURTHER ORDERED that judgment for two thousand, five-hundred sixty-two dollars and twenty-one cents (\$2,562.21) is entered for Plaintiff against Defendant as a civil penalty for Defendant's violations of Section 5(a) of the FTC Act under the CCPA under Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A).

VII. MONETARY JUDGMENT

IT IS FURTHER ORDERED that judgment for nine hundred eighty-nine thousand, four-hundred eighty-three dollars and sixty-nine cents (\$989,483.69) is entered for the Commission against Defendant as monetary relief under Section 19 of the FTC Act for his violations of MITOR, 16 C.F.R. §§ 435.2(a)(1), 435.2(b)(1), and 435.2(c)(5).

VIII. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

A. Defendant must relinquish all dominion, control, and title to the funds paid under this Order to the fullest extent permitted by law and no part of the funds may be returned to Defendant, except as specified in Section VIII.C below.

B. Under 31 U.S.C. § 7701, Defendant, unless he already has done so, must furnish to the Commission his taxpayer identifying numbers, which may be used to collect and report on any delinquent amount arising out of this Order.

C. All money received by the Commission under this Order may be deposited into a fund administered by the Commission or its designee to be used for consumer relief. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after such redress is completed, the Commission shall so-notify the Court and Defendant. Defendant may seek a return of remaining funds at that time.

IX. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, employees, 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:

A. Failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress,

Defendant must provide it, in the form prescribed by the Commission, within 14 days;

B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that any Defendant obtained before entry of this Order in connection with the sale of Protective Goods and Services; and

C. Failing to destroy such customer information in all forms in his possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the Commission.

Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

X. ORDER ACKNOWLEDGEMENTS

IT IS FURTHER ORDERED that Defendant submit acknowledgments that he has received this Order.

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

B. For 20 years after entry of this Order, Defendant must deliver a copy of this Order to: (1) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (2) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for personnel currently working for Defendant. For all others, delivery must occur before they assume their responsibilities.

C. 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.

XI. COMPLAINEE REPORTING

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

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

- a. 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 whether these businesses involve mail, internet or telephone order sales; (d) describe in detail whether and how Defendant complies with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained under this Order, unless previously submitted to the Commission.

- b. Additionally, 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.

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

- a. Defendant must report any change in: (a) any designated point of contact; or (b) the structure of 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.

- b. Additionally, Defendant must report any change in: (a) name, including aliases or fictitious names, or residence address; or (b) title or role in any business activity, including any business for which 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. Defendant must submit to the Commission notice of filing 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 States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission under this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC v. Frank Romero, Matter No. 2023128.

XII. RECORDKEEPING

IT IS FURTHER ORDERED that Defendant must create certain records for 20 years after entry of the Order and retain each such record for 5 years. Specifically, for any business that Defendant is a majority owner or controls directly or indirectly, he must create and retain these records:

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

B. 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;

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

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

E. A copy of each unique advertisement or other marketing material making any representation about the shipping, refunds, or returns of any good ordered by mail, via the internet, or by telephone.

XIII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, to monitor Defendant's compliance with this Order and any failure to transfer any assets as required by this Order:

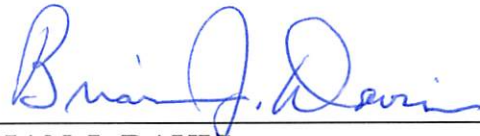
A. Within 14 days of receipt of a written request from a representative of the Commission, Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Commission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

B. For matters concerning this Order, the Commission may communicate directly with Defendant. Defendant must permit representatives of the Commission to interview any employee or other person affiliated with any Defendant who has agreed to such an interview. The person interviewed may have counsel present.

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

D. Upon written request from a representative of the Commission, any consumer reporting agency must furnish consumer reports about Defendant under Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. §1681b(a)(1).

DONE and **ORDERED** in Jacksonville, Florida this 12th day of May 2023.



BRIAN J. DAVIS
United States District Judge

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Copies furnished to:

Counsel of Record
Unrepresented Parties