

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. 03-61987-- CIV-MARRA/SELTZER

FEDERAL TRADE COMMISSION,

Plaintiff

v.

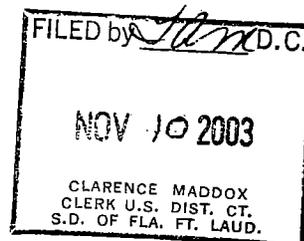
PLATINUM UNIVERSAL, LLC, also doing  
business as UNIVERSAL CARD SERVICES  
and UNIVERSAL MASTERCARD,

PULSAR DATA, INC., also doing business  
as UNIVERSAL CARD SERVICES and  
UNIVERSAL MASTERCARD,

JEFFREY A. ULLMAN, and

STEVEN M. KETOVER,

Defendants.



**EX PARTE TEMPORARY RESTRAINING ORDER  
WITH ASSET FREEZE, APPOINTMENT OF RECEIVER,  
EXPEDITED DISCOVERY, AND ORDER TO SHOW CAUSE WHY A  
PRELIMINARY INJUNCTION SHOULD NOT ISSUE**

Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), having filed its Complaint for a permanent injunction and other relief in this matter, pursuant to Sections 13(b) and 19(a) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 53(b) and 57(b), and the Telemarketing and Consumer Fraud and Abuse Prevention Act ("Telemarketing Act"), 15 U.S.C. §§ 6101 *et seq.*, and having moved *ex parte* for a Temporary Restraining Order pursuant to Rule 65 of the Federal Rules of Civil Procedure, and the Court having considered the

pleadings, declarations, exhibits, and memorandum of law filed in support of the Commission's application, makes the following findings of fact:

1. This Court has jurisdiction of the subject matter of this case, and there is good cause to believe it will have jurisdiction over all parties.
2. There is good cause to believe that the Defendants Platinum Universal, LLC and Pulsar Data, Inc., both also doing business as Universal Card Services and Universal MasterCard, Jeffrey A. Ullman, and Steven M. Ketover have engaged and are likely to engage in acts and practices that violate Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC's Telemarketing Sales Rule, 16 C.F.R. Part 310, and that the Commission is therefore likely to prevail on the merits of this action.
3. There is good cause to believe that immediate and irreparable damage to the FTC's ability to secure effective final relief for consumers in the form of monetary redress will occur, from the sale, transfer, or other disposition or concealment by Defendants of assets or records, before said Defendants can be heard in opposition. There is thus good cause for issuing this Order pursuant to Fed. R. Civ. P. 65(b) and for relieving the Commission of the duty to provide Defendants with prior notice of the Commission's application.
4. There is good cause to order an asset freeze and appoint a Temporary Receiver.
5. Weighing the equities and considering the Plaintiff's likelihood of ultimate success in this cause of action, this temporary restraining order with asset freeze and other equitable relief is in the public interest.
6. No security is required of any agency of the United States for issuance of a restraining order. Fed. R. Civ. P. 65(c).

## DEFINITIONS

For purposes of this temporary restraining order, the following definitions shall apply:

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, mail or other deliveries, shares of stock, lists of consumer names, inventory, checks, notes, accounts, credits, receivables, funds, and all cash, wherever located.
2. "Defendants" means Platinum Universal, LLC and Pulsar Data, Inc., both also doing business as Universal Card Services and Universal MasterCard, Jeffrey A. Ullman, and Steven M. Ketover, each of them, by whatever names each might be known, and all other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise.
3. "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 the 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.
4. "Plaintiff" means the Federal Trade Commission.
5. "Receivership Defendants" means Platinum Universal, LLC and Pulsar Data, Inc., both also doing business as Universal Card Services and Universal MasterCard, and all other persons

or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise.

6. "Telemarketing," "telemarketer," "seller," and "material" are defined as in Section 310.2 of the Telemarketing Sales Rule, 16 C.F.R. § 310.2, a copy of which is attached to this Order as Attachment A.

## CONDUCT PROHIBITIONS

### I.

**IT IS THEREFORE ORDERED** that, in connection with the advertising, promotion, offering, or sale of goods or services by telephone, television or radio, on or through the Internet, the World Wide Web, any web site, or otherwise in commerce, Defendants are hereby temporarily restrained and enjoined from misrepresenting, expressly or by implication, orally or in writing, any material fact, including, but not limited to, misrepresenting that, after paying Defendants a fee, consumers will, or are highly likely to, receive a credit card.

### II.

**IT IS FURTHER ORDERED** that, in connection with the advertising, promotion, offering, or sale of goods or services by telephone, television or radio, on or through the Internet, the World Wide Web, any web site, or otherwise in commerce, Defendants are hereby temporarily restrained and enjoined from violating any provision of the Telemarketing Sales Rule, 16 C.F.R. Part 310, including, but not limited to:

A. Requesting or receiving payment of a fee in advance of consumers obtaining a credit card when Defendants have guaranteed or represented to such consumers a high likelihood of success in obtaining a credit card; and

B. Misrepresenting, directly or by implication, that after paying Defendants a fee, consumers will, or are highly likely to, receive a credit card.

### **III. CUSTOMER LISTS**

**IT IS FURTHER ORDERED** that Defendants are hereby temporarily restrained and enjoined from selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, credit card number, debit card number, bank account number, e-mail address, or other identifying information of any person who paid any money to any Defendant, at any time prior to entry of this Order, in connection with the telemarketing, advertising, promoting, offering for sale, and selling of advance fee credit cards. Provided, however, that Defendants may disclose such identifying information to a law enforcement agency or as required by any law, regulation, or court order. Defendants are also hereby temporarily restrained and enjoined from making any use of their own customer lists in any business, whether or not related to the present action.

### **IV. ASSET FREEZE**

**IT IS FURTHER ORDERED** that the Defendants are hereby temporarily restrained and enjoined from:

A. Transferring, converting, encumbering, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, or otherwise disposing of any funds, credit instruments, real or personal property, accounts, contracts, lists of consumer names, shares of stock, or other assets, wherever located, including outside the United States, other than to make transfers to any

Temporary Receiver appointed herein, that are: (1) owned or controlled by any Defendant, in whole or in part; (2) titled or held in the name, singly or jointly, of any Defendant; (3) in the actual or constructive possession of any of Defendant; (4) owned, controlled by, or in the actual or constructive possession of any corporation, partnership, trust, or other entity directly or indirectly owned, managed, or controlled by or under common control with any Defendant, including, but not limited to, any assets held by or for, or subject to access by, any Defendant at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, commodity trading company, precious metal dealer, or other financial institution or depository of any kind, including but not limited to any account at Bank of America;

B. Opening or causing to be opened any safe deposit box titled, singly or jointly, in the name of any Defendant, or subject to access by any Defendant;

C. Collecting, opening, or causing to be collected or opened, any mail, received by or on behalf of the Defendants or their agents, at any address, including but not limited to: 4000 Hollywood Boulevard, Suite 755, Hollywood, FL 33021; P.O. Box 814299, Hollywood, FL 33081; and P.O. Box 17859, Clearwater, FL 33762, and failing to turn over any such mail to the Temporary Receiver, except that Defendants may collect, open, or cause to be collected or opened any mail received of a personal nature or protected by the attorney-client privilege;

D. Incurring charges or cash advances on any credit card issued in the name, singly or jointly, of the Defendants;

E. Obtaining a personal or secured loan;

F. Incurring liens or other encumbrances on real property, personal property, or other assets in the name, singly or jointly, of any Defendant.

Notwithstanding the provisions of this Paragraph, Defendants may make transfers as directed by the Temporary Receiver appointed by this Court, or as otherwise ordered by this Court upon proper showing and after notice to counsel for the Commission.

**V. RETENTION OF ASSETS AND RECORDS  
HELD BY THIRD PARTIES**

**IT IS FURTHER ORDERED** that, pending determination of the Commission's request for a Preliminary Injunction, any financial or brokerage institution, business entity, or person served with a copy of this Order, that holds, controls, or maintains custody of any account or asset of any Defendant, or has held, controlled or maintained custody of any such account or asset at any time since January 1, 2000, including but not limited to Xtracard Corp., Inc., shall:

A. Prohibit Defendants from withdrawing, removing, assigning, transferring, pledging, encumbering, disbursing, dissipating, converting, selling, or otherwise disposing of any such account or asset except as directed by further order of the Court;

B. Deny the Defendants access to any safe deposit box that is:

1. Titled in the name of any of the Defendants, either individually or jointly; or
2. Otherwise subject to access by any of the Defendants, either individually or jointly;

C. Provide counsel for the Commission and the Temporary Receiver, within five (5) business days of receiving a copy of this Order, a sworn statement setting forth:

1. The identification number and description of each such account or asset titled in the name, individually or jointly, of the Defendants, or held on behalf of, or for the benefit of, any Defendant;

2. The balance of each such account, or a description of the nature and value of such asset as of the close of business on the day on which this Order is served, and, if the account or other asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and

3. The identification of any safe deposit box that is either titled in the name, individually or jointly, of any Defendant, or otherwise subject to access by any Defendant; and

D. Upon the request of the Temporary Receiver or the Commission, promptly provide the Temporary Receiver and the Commission with copies of all records or other documentation pertaining to such account or asset of any Defendant, including but not limited to originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs; and

E. Cooperate with all requests of the Temporary Receiver relating to implementation of this Order, including transferring funds or other assets at the Temporary Receiver's direction and producing records related to the accounts of any Defendant.

## **VI. REPATRIATION OF ASSETS AND RECORDS LOCATED IN FOREIGN COUNTRIES**

**IT IS FURTHER ORDERED** that the Defendants shall:

A. Within twenty (20) days following the service of this Order, take such steps as are necessary to transfer to the territory of the United States of America all documents and assets that

are located outside of such territory and are held by or for the Defendants or are under their direct or indirect control, jointly, severally, or individually;

B. Within twenty (20) days following the service of this Order, provide counsel for the Commission and the Temporary Receiver with a full accounting of all documents and assets that are located outside of the territory of the United States of America and are held by or for the benefit of Defendants or are under their direct or indirect control, whether jointly, severally, or individually;

C. Hold and retain all transferred documents and assets and prevent any transfer, disposition, or dissipation whatsoever of any such assets or funds; and

D. Provide counsel for the Commission with access to records and documents of the Defendants held by financial institutions outside the territory of the United States of America, by signing and delivering to Plaintiff Commission the Consent to Release of Financial Records attached hereto as Attachment A within twenty (20) days of service of this Order.

## VII. INTERFERENCE WITH REPATRIATION

**IT IS FURTHER ORDERED** that the Defendants are hereby temporarily restrained and enjoined from taking any action, directly or indirectly, which may result in the encumbrance or dissipation of foreign assets, or in the hindrance of the repatriation required by the *preceding* Paragraph VI of this Order, including but not limited to:

A. Sending any statement, letter, fax, e-mail or wire transmission, telephoning or engaging in any other act, directly or indirectly, that results in a determination by a foreign trustee or other entity that a "duress" event has occurred under the terms of a foreign trust agreement

until such time that all assets have been fully repatriated pursuant to the *preceding* Paragraph VI of this Order;

B. Notifying any trustee, protector or other agent of any foreign trust or other related entities of either the existence of this Order, or of the fact that repatriation is required pursuant to a Court Order, until such time that all assets have been fully repatriated pursuant to the *preceding* Paragraph VI of this Order.

### VIII. EXPEDITED DISCOVERY

**IT IS FURTHER ORDERED** that the Commission and the Temporary Receiver are granted leave to conduct certain expedited discovery, and that, commencing with the time and date of this Order, in lieu of the time periods, notice provisions, and other requirements of Rules 26, 30, 34, and 45 of the Federal Rules of Civil Procedure, expedited discovery shall proceed as follows:

A. Pursuant to Fed. R. Civ. P. 30, the parties may take depositions upon oral examination, on seven (7) days notice of any such deposition. Depositions may be taken Monday through Saturday. Deposition transcripts that have not been signed by the witness may be used for purposes of the hearing on the Order to Show Cause Why a Preliminary Injunction Should Not Issue.

B. Pursuant to Fed. R. Civ. P. 34(b), the parties shall produce all documents requested by the opposing party within twelve (12) days of service of such request, with production of documents made to Commission counsel at the address listed in Paragraph XXVI, or to such other person or place as counsel for the Commission may direct in writing.

*Provided*, that, in the event any of Defendants' documents have been removed from Defendants' premises by, and are in the possession of another law enforcement or investigative agency, the Commission may have immediate access to such documents for purposes of inspection, indexing, and copying, subject to the agency consenting to access by the Commission.

**IX. IDENTIFYING INFORMATION RELATING TO  
ACCOUNTANTS, FINANCIAL PLANNERS, INVESTMENT ADVISORS,  
STOCK BROKERS AND OTHERS**

**IT IS FURTHER ORDERED** that the Defendants, within twenty (20) days after service of this Order, shall provide counsel for the Commission and the Temporary Receiver:

(1) the name, address and telephone number for each accountant, financial planner, investment advisor, stock broker or other individual, corporation or partnership whom they hired for personal advice or services, including but not limited to preparation of tax returns and investment advice, since January 1, 2000; and (2) the name, address and telephone number for each accountant, financial planner, investment advisor, stockbroker or other individual, corporation or partnership who was hired on behalf of Defendants since January 1, 2000.

**X. RECORD KEEPING**

**IT IS FURTHER ORDERED** that Defendants are hereby temporarily restrained and enjoined from:

- A. Failing to maintain documents in existence that reflect their incomes, disbursements, transactions, and use of money;
- B. Destroying, erasing, mutilating, concealing, altering, transferring, or otherwise disposing of, in any manner, directly or indirectly, any contracts, accounting data, correspondence, advertisements, computer tapes, disks, or other computerized or electronic

records, 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, copies of federal, state, or local business or personal income or property tax returns, and other documents or records of any kind which relate to the business practices or business or personal finances of the Defendants; and

#### **XI. APPOINTMENT OF TEMPORARY RECEIVER**

**IT IS FURTHER ORDERED** that Gerald B. Wald, whose address is 900 Ingraham Building, 25 Southeast 2<sup>nd</sup> Avenue, Miami, FL 33131, is appointed Temporary Receiver for the Receivership Defendants, with the full power of an equity receiver for the Receivership Defendants, and all funds, properties, premises, accounts and other assets directly owned by the Receivership Defendants. The Temporary Receiver shall be solely the agent of this Court in acting as Temporary Receiver under this Order. The Temporary Receiver shall be accountable directly to this Court. The Temporary Receiver shall comply with all Local Rules of this Court governing receivers.

#### **XII. RECEIVERSHIP DUTIES AND AUTHORITY**

**IT IS FURTHER ORDERED** that the Temporary Receiver is directed and authorized to accomplish the following, with the assistance of any person he deems appropriate:

A. Assume full control of the Receivership Defendants by removing, as the Temporary Receiver deems necessary or advisable, any director, officer, independent contractor, employee, or agent of the Receivership Defendants, including any Defendant, from control of, management of, or participation in, the affairs of the business of the Receivership Defendants and manage and administer the business of the Receivership Defendants until such further Order of

this Court by performing all incidental acts that the Temporary Receiver deems to be advisable or necessary, which includes retaining or hiring any employees, independent contractors or agents;

B. Collect, marshal, and take exclusive custody, control and possession of all funds, property, books and records, accounts, mail, and other assets and documents of, or in the possession, custody, or under the control of, the Receivership Defendants, wherever situated, including but not limited to, 4000 Hollywood Boulevard, Suite 755-S, Hollywood, FL 33021; P.O. Box 814299, Hollywood, FL 33081; and P.O. Box 17859 Clearwater, FL 33762. However, to the extent that any of the said property of the Defendants is located at a residence of either Defendant Ullman or Defendant Ketover, the Receiver shall not deny the Defendant access to the residence, and the Receiver shall have access to the residence between the hours of 9:00 a.m. and 5:00 p.m., unless the Defendants agree otherwise. The Receiver shall not remove from the residential premises any item of personal property which appears to be used for residential living purposes. The Temporary Receiver's authority to collect any and all mail relating to the affairs of the Receivership Defendants in the possession, custody, or under the control of, the Defendants, shall extend to mail in the possession of third parties. The Temporary Receiver shall have full power to change mailing addresses of the Receivership. The Temporary Receiver shall have full power to change any locks on any real or personal property of the Receivership Defendants. The Temporary Receiver shall have full power to divert mail, sue for, collect, receive and take possession of all goods, chattels, rights, credits, moneys, effects, land, leases, books, records, work papers, and records of accounts, including computer-maintained information, and other papers and documents of the Receivership Defendants, including documents related to customers or clients whose interest are now held by or under the direction, possession, custody or control of

the Defendants or under the control of any third party for the benefit of the Defendants. The Temporary Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to the Defendants. *Provided, however,* the Temporary Receiver shall not attempt to collect any amount from a consumer if the Temporary Receiver believes the consumer was a victim of the deceptive acts or practices alleged in the Complaint in this matter, without prior Court approval;

C. Have immediate access to the Defendants' business premises and take all steps necessary to secure the business premises of the Defendants, including but not limited to all such premises located at 4000 Hollywood Boulevard, Suite 755-S, Hollywood, FL 33021; P.O. Box 814299, Hollywood, FL 33081; and P.O. Box 17859 Clearwater, FL 33762. However, to the extent that any such business premises of the Defendants are also the residences of either Defendant Ullman or Defendant Ketover, the Receiver shall not deny the Defendants access to their respective residences, and the Receiver shall have access to the residence between the hours of 9:00 a.m. and 5:00 p.m., unless the Defendants agree otherwise. The Receiver shall not remove from the residential premises any item of personal property which appears to be used for residential living purposes. The steps necessary to secure the business premises of the Defendants may include, but are not limited to, the following, as the Temporary Receiver deems necessary or advisable: (1) serving and filing this Order, (2) completing a written inventory of all Receivership assets, (3) obtaining pertinent information from all employees and other agents of the Defendants, including, but not limited to, the name, home address, social security number, job description, method of compensation, and all accrued and unpaid commissions and compensation of each such employee or agent, (4) photographing or videotaping all portions of the business

premises, (5) securing the business premises by changing the locks and disconnecting any computer modems or other means of access to the computer or other records maintained there, (6) disconnecting any computer modems or other means of access to the computer or other records maintained at the business premises, or (7) requiring any persons present on the premises at the time this Order is served to vacate the premises, to provide the Temporary Receiver with proof of identification, or to demonstrate to the satisfaction of the Temporary Receiver that such persons are not removing from the premises documents or assets of the Defendants. Law enforcement personnel, including but not limited to, local police or sheriffs, may assist the Temporary Receiver in implementing these provisions in order to keep the peace and maintain security;

D. Conserve, hold, and manage all Receivership assets, and perform all acts necessary or advisable to preserve the value of those assets, in order to prevent any irreparable loss, damage, or injury to consumers or to creditors of the Defendants, including, but not limited to, obtaining an accounting of the assets and preventing transfer, withdrawal, or misapplication of assets;

E. Enter into contracts, cancel or void contracts, and purchase insurance as advisable or necessary, including, but not limited to, (1) the retention and employment of investigators, attorneys or accountants of the Temporary Receiver's choice, including, without limitation, members and employees of the Temporary Receiver's firm, to assist, advise and represent the Temporary Receiver, and (2) the movement and storage of any equipment, furniture, records, files, or other physical property of the Defendants;

F. Prevent the inequitable distribution of assets and to determine, adjust, and protect the interests of consumers and creditors who have transacted business with the Defendants;

G. Make payments and disbursements from the Receivership estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order. The Temporary Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the business Defendants prior to the date of entry of this Order, except payments that the Temporary Receiver deems necessary or advisable to secure assets of the Defendants, such as rental payments;

H. Institute, prosecute, compromise, adjust, appear in, intervene in, or become party to such actions or proceedings in state, federal or foreign courts that the Temporary Receiver deems necessary and advisable to preserve or recover the assets of the Defendants or that the Temporary Receiver deems necessary and advisable to carry out the Temporary Receiver's mandate under this Order;

I. Defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings instituted in the past or in the future against the Temporary Receiver in his role as Temporary Receiver, or against the Defendants that the Temporary Receiver deems necessary and advisable to preserve the assets of the Defendants or that the Temporary Receiver deems necessary and advisable to carry out the Temporary Receiver's mandate under this Order;

J. Issue subpoenas to obtain documents and records pertaining to the Receivership, and conduct discovery in this action on behalf of the Receivership estate;

K. Open one or more bank accounts as designated depositories for funds of the Defendants. The Temporary Receiver shall deposit all funds of the Defendants in such a

designated account and shall make all payments and disbursements from the Receivership estate from such an account;

L. Maintain accurate records of all receipts and expenditures that he makes as Temporary Receiver;

M. Cooperate with reasonable requests for information or assistance from any state or federal law enforcement agency.

### **XIII. COOPERATION WITH THE TEMPORARY RECEIVER**

**IT IS FURTHER ORDERED** that Defendants shall fully cooperate with and assist the Temporary Receiver. Defendants' cooperation and assistance shall include, but not be limited to, providing any information to the Temporary Receiver that the Temporary Receiver deems necessary to exercising the authority and discharging the responsibilities of the Temporary Receiver under this Order; providing any password or entry code required to access any computer or electronic files in any medium; or advising all persons who owe money to the Defendants that all debts should be paid directly to the Temporary Receiver. Defendants are hereby restrained and enjoined from directly or indirectly:

A. Transacting any of the business of the Defendants;

B. Destroying, secreting, defacing, transferring, or otherwise altering or disposing of any documents of the Defendants, including, but not limited to, books, records, accounts, or any other papers of any kind or nature;

C. Transferring, receiving, altering, selling, encumbering, pledging, assigning, liquidating, or otherwise disposing of any assets owned, controlled, or in the possession or

custody of, or in which an interest is held or claimed by, the Defendants, or the Temporary Receiver;

D. Excusing debts owed to the Defendants;

E. Failing to notify the Temporary Receiver of any asset, including accounts, of a Defendant held in any name other than the name of the Defendant, or by any person or entity other than the Defendant, or failing to provide any assistance or information requested by the Temporary Receiver in connection with obtaining possession, custody, or control of such assets; or

F. Doing any act or refraining from any act whatsoever to interfere with the Temporary Receiver taking custody, control, possession, or managing of the assets or documents subject to this Receivership; or to harass or interfere with the Temporary Receiver in any way; or to interfere in any manner with the exclusive jurisdiction of this Court over the assets or documents of the Defendants; or to refuse to cooperate with the Temporary Receiver or the Temporary Receiver's duly authorized agents in the exercise of their duties or authority under this Order.

#### **XIV. DELIVERY OF RECEIVERSHIP PROPERTY**

**IT IS FURTHER ORDERED** that:

A. Immediately upon service of this Order upon them, or within a period permitted by the Temporary Receiver, Defendants or any other person or entity served with a copy of this Order, shall forthwith or within such time as permitted by the Temporary Receiver in writing, transfer or deliver possession, custody, and control of the following to the Temporary Receiver:

1. All assets owned beneficially or otherwise, wherever situated, of the Receivership Defendants;
2. All documents of the Receivership Defendants, including, but not limited to, books and records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), client lists, title documents and other papers;
3. All assets belonging to members of the public now held by the Defendants;
4. All keys, computer passwords, entry codes and combination locks necessary to gain or to secure access to any assets or documents of the Defendants, including, but not limited to, access to their business premises, means of communication, accounts, computer systems, or other property, except that delivery of such keys, passwords, entry codes and combinations locks shall not apply to the residences of either Defendant Ullman or Defendant Ketover;
5. Information identifying the accounts, employees, properties or other assets or obligations of the Defendants.
6. Records sufficient to show the total number of advance-fee credit cards sold by Defendants; and
7. Records sufficient to show the names, addresses, and phone numbers of each person who purchased an advanced fee credit card, whether directly from one or more of the Defendants or through a broker or other entity, and the total dollar amount of money received from each purchaser.

B. In the event any person or entity fails to deliver or transfer any asset or otherwise fails to comply with any provision of this Paragraph, the Temporary Receiver may file an Affidavit of Non-Compliance regarding such failure. Upon filing of the affidavit, the Court may authorize, without additional process or demand, Writs of Possession or Sequestration or other equitable writs requested by the Temporary Receiver. The writs shall authorize and direct the United States Marshal or any sheriff or deputy sheriff of any county (pursuant to Federal Rule of Civil Procedure 4(c)(2) to seize the asset, document, or other thing and to deliver it to the Temporary Receiver.

#### **XV. TRANSFER OF FUNDS TO THE TEMPORARY RECEIVER**

**IT IS FURTHER ORDERED** that, upon service of a copy of this Order, all banks, broker-dealers, savings and loans, escrow agents, title companies, commodity trading companies, or other financial institutions shall cooperate with all reasonable requests of the Temporary Receiver relating to implementation of this Order, including transferring funds at his direction and producing records related to the assets of the Defendants.

#### **XVI. STAY OF ACTIONS**

**IT IS FURTHER ORDERED** that:

A. Except by leave of this Court, during the pendency of the Receivership, ordered herein, Defendants are hereby stayed from:

1. Commencing, prosecuting, continuing, entering, or enforcing any suit or proceeding against any of the Defendants, except that such actions may be filed to toll any applicable statute of limitations;

2. Commencing, prosecuting, continuing, or entering any suit or proceeding in the name of or on behalf of any of the Defendants;

3. Accelerating the due date of any obligation or claimed obligation; filing or enforcing any lien; taking or attempting to take possession, custody, or control of any asset of the Defendants; attempting to foreclose, forfeit, alter, or terminate any of the Defendants' interest in any asset, including without limitation, the establishment, granting, or perfection of any security interest, whether such acts are part of a judicial proceeding, are acts of self-help, or otherwise;

4. Using self-help, executing, issuing, serving, or causing the execution, issuance or service of, any legal process, including, but not limited to, attachments, garnishments, subpoenas, writs of replevin, writs of execution, or any other form of process whether specified in this Order or not for the purpose of impounding or taking possession of or interfering with, or creating or enforcing a lien upon, any assets of any of the Defendants or the Temporary Receiver appointed by this Order or any agent appointed by said Temporary Receiver; and

5. Taking any action or doing anything whatsoever to interfere with the Temporary Receiver taking custody, control, possession or management of the assets or documents subject to this Receivership, or to interfere in any way with the Temporary Receiver, or to harass or interfere with the duties of the Temporary Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over the assets or documents of the Defendants or their subsidiaries or affiliates;

B. This Paragraph does not stay:

1. The commencement or continuation of a criminal action or proceeding;
2. The commencement or continuation of an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power;
3. The enforcement of a judgment, other than a money judgment, obtained in an action or proceeding by a governmental unit to enforce such governmental unit's police or regulatory power, including execution on any security interest in favor of the Federal Trade Commission;
4. The commencement of any action by the Secretary of the United States Department of Housing and Urban Development to foreclose a mortgage or deed of trust in any case in which the mortgage or deed of trust held by the Secretary is insured or was formerly insured under the National Housing Act and covers property, or combinations of property, consisting of five or more living units; or
5. The issuance to a Defendant of a notice of tax deficiency; and

#### **XVII. COMPENSATION OF TEMPORARY RECEIVER**

**IT IS FURTHER ORDERED** that the Temporary Receiver and all personnel hired by the Temporary Receiver as herein authorized, including counsel to the Temporary Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them, from the assets now held by, or in the possession or control of, or which may be received by the Defendants. Said fees and out-of-pocket expenses shall be paid prior to any monetary relief that may be rewarded by this Court to purchasers of Defendants' Internet services, including Internet access, website design and other services. The Temporary Receiver shall file with the Court and serve on

the parties periodic requests for the payment of such reasonable compensation, which shall exclude the costs of filing and service, with the first such request filed no more than sixty (60) days after the date of this Order. The Temporary Receiver shall not increase the hourly rates used as the bases for such fee applications without prior approval of the Court and without prior notice to counsel for the Commission.

#### **XVIII. TEMPORARY RECEIVER'S BOND**

**IT IS FURTHER ORDERED** that the Temporary Receiver shall file with the Clerk of this Court within seven (7) days of entry of this Order, a bond in the sum of \$10,000 with sureties to be approved by the Court, conditioned that the Temporary Receiver will well and truly perform the duties of the office and abide by and perform all acts the Court directs.

#### **XIX. CONSUMER CREDIT REPORTS**

**IT IS FURTHER ORDERED** that the Commission may obtain credit reports concerning any Defendant, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(1), and that upon written request, any credit reporting agency from which such reports are requested shall provide them to the Commission.

#### **XX. USE OF ALIASES**

**IT IS FURTHER ORDERED** that Defendants are hereby enjoined from using any fictitious, false, or assumed title or name, other than their own proper name, or otherwise misrepresenting their true identities in the course of business dealings or in publicly filed documents.

#### **XXI. SERVICE OF PLEADINGS**

**IT IS FURTHER ORDERED** that:

A. Defendants shall file with the Court and serve counsel for the Commission and the Temporary Receiver their response to the Order to Show Cause Why a Preliminary Injunction Should Not Issue, including all declarations, exhibits, memoranda, and other evidence, not less than forty-eight (48) hours to the hearing on such application. Defendants shall serve copies of all such materials on the Commission, by hand, by facsimile transmission, or by overnight delivery service to the attention of counsel for the Commission Ann F. Weintraub, at Federal Trade Commission, Northeast Regional Office, 1 Bowling Green, Suite 318, New York, NY 10004 (facsimile transmission to (212) 607-2822). *Provided that*, however, the Defendants choose to serve the Commission, the documents shall be delivered so that they shall be received by the Commission at least forty-eight (48) hours prior to the hearing.

B. Service on the Temporary Receiver shall be performed by delivery to the attention of Gerald B. Wald, at 900 Ingraham Building, 25 Southeast 2<sup>nd</sup> Avenue, Miami, FL 33131.

C. The Commission shall file with the Court and serve on Defendants and the Temporary Receiver any supplemental memoranda, declarations, materials, or other evidence not less than forty-eight (48) hours prior to the hearing on the Order to Show Cause Why a Preliminary Injunction Should Not Issue. The Commission shall serve copies of all such materials on counsel for each Defendant by hand, by facsimile transmission, or by overnight delivery service. *Provided that*, however, the Commission chooses to serve any Defendant, the documents shall be delivered so that they shall be received by such Defendant at least twenty-four (24) hours prior to the hearing.

D. Pursuant to Federal Rule of Civil Procedure 4(c)(2), the copies of this Order and the initial pleadings and papers filed in this matter, including the Complaint and summonses, may

be served by employees and agents of the Commission, by employees of any state or other federal law enforcement agency, including but not limited to the United States Marshal's Office and the Federal Bureau of Investigation, and by agents of any process servers retained by the Commission, upon any office of the Defendants, any individual Defendant, any financial or brokerage institution, or any person or entity that may be in possession of any assets, property, or property rights of Defendants.

#### **XXII. DURATION OF TEMPORARY RESTRAINING ORDER**

**IT IS FURTHER ORDERED** that the Temporary Restraining Order granted herein shall expire on November 20, 2003, at 11:59 p. m. unless, within such time, the Order, for good cause shown, is extended for an additional period not to exceed ten (10) days, or unless it is further extended pursuant to Federal Rule of Civil Procedure 65.

#### **XXIII. ORDER TO SHOW CAUSE RE: PERMANENT RECEIVER AND PRELIMINARY INJUNCTION**

**IT IS FURTHER ORDERED** that, pursuant to Federal Rule of Civil Procedure 65, each of the Defendants shall appear before this Court on the 18th day of November, 2003, at 8:30 o'clock a.m., at the United States courthouse located at 299 East Broward Blvd. Fort Lauderdale, Florida, Room 207, to show cause, if there be any, why this Court should not enter a preliminary injunction, pending final ruling on the Complaint against Defendants, enjoining them from further violations of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), and the Telemarketing Sales Rule, 16 C.F.R. Part 310, continuing the freeze of their assets, and imposing such additional relief as may be appropriate.

**XXIV. RETENTION OF JURISDICTION**

**IT IS FURTHER ORDERED** that this Court retains jurisdiction of this matter for all purposes.

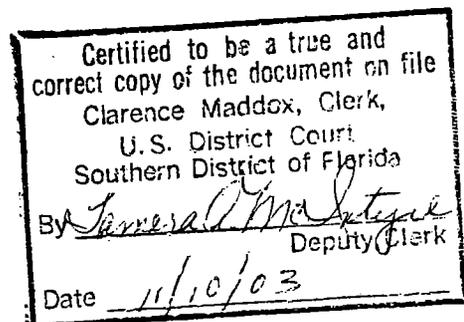
**SO ORDERED** in Fort Lauderdale, Florida, this 10<sup>th</sup> day of November, 2003, at 8:55 A.M.

*R*

UNITED STATES DISTRICT JUDGE

Copies to:

Ann Weintraub  
Gerald B. Wald



**ATTACHMENT B A**  
**Consent to Release of Financial Records**

I, \_\_\_\_\_, an officer, director, or managing member of Platinum Universal, LLC, also doing business as Universal Card Services and Universal MasterCard, do hereby direct any bank, trust company, or financial institution at which Platinum Universal, LLC, also doing business as Universal Card Services and Universal MasterCard, have an account, and their officers, employees, and agents to disclose all information and deliver copies of all documents of every nature in their possession or control that relate to any such accounts to any attorney of the Federal Trade Commission, and to give evidence relevant thereto, in the matter of the *Federal Trade Commission v. Platinum Universal, LLC, also doing business as Universal Card Services and Universal MasterCard*, Case No. 03-61987, now pending in the United States District Court for the Southern District of Florida, and this shall be irrevocable authority for so doing.

This direction is intended to apply to the laws of countries other than the United States that restrict or prohibit the disclosure of financial information without the consent of the holder of the account, or its officers, and shall be construed as consent with respect thereto.

Dated: \_\_\_\_\_, 2003

\_\_\_\_\_  
Name and Title