

UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF COLUMBIA

\_\_\_\_\_  
FEDERAL TRADE COMMISSION,  
  
Plaintiff,  
  
v.  
  
GLOBAL WEB SOLUTIONS, INC., et al.,  
  
Defendants.  
\_\_\_\_\_

Civil Action No. 03-CV-2031-HHK

STIPULATED FINAL ORDER FOR PERMANENT INJUNCTION AND SETTLEMENT  
OF CLAIMS

Plaintiff, the Federal Trade Commission ("FTC"), commenced this action on October 1, 2003, by filing its Complaint against defendants Global Web Solutions, Inc., doing business as USA Immigration Services, John Romano, and Hoda Nofal ("Defendants"). The Complaint alleges that the defendants engaged in deceptive acts or practices in violation of Section 5 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45, and seeks a permanent injunction and monetary relief pursuant to Section 13(b) of the FTC Act. The FTC and each of the defendants hereby stipulate to the entry of this Final Order for Permanent Injunction and Settlement of Claims ("Order").

FINDINGS

By stipulation of the parties and being advised of the premises, the Court finds:

1. This is an action by the FTC instituted under Sections 5 and 13(b) of the FTC Act, 15 U.S.C. §§ 45 and 53(b). The Complaint seeks both permanent injunctive relief and consumer

ECF  
DOCUMENT

I hereby attest and certify that this is a printed copy of a document which was electronically filed with the United States District Court for the District of Columbia.  
Date Filed: 6/30/04

NANCY MAYER-WHITTINGTON, CLERK  
By: Calvin P. O'Connell  
7/1/04

redress for Defendants' alleged deceptive acts or practices in connection with the marketing and sale of travel and residency status documents and programs.

2. The FTC has the authority under Section 13(b) of the FTC Act to seek the relief it has requested, and the Complaint states a claim upon which relief can be granted against Defendants.

3. This Court has jurisdiction over the subject matter of this case and has jurisdiction over Defendants. Venue in the District of Columbia is proper.

4. The activities of Defendants, as alleged in the Complaint, are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

5. The parties stipulate and agree to entry of this Order, without trial or final adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising from the conduct alleged in the Complaint to the date of entry of this Order. This settlement does not settle and resolve any matters not alleged in the Complaint. Defendants do not admit any of the allegations set forth in the Complaint, other than the jurisdictional facts, merely by stipulating and agreeing to the entry of this Order.

6. The parties stipulate and agree that although the FTC has not challenged, in its Complaint, Defendants' acts and practices in connection with Global Web Solutions' Internet web design services, any and all of defendant Global Web Solutions' assets, regardless of whether the assets were derived from its web design operations or its allegedly deceptive marketing of travel and residency status documents and programs, are subject to execution to satisfy the judgment.

7. Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Defendants also waive any claim that they may have held under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order. Each settling party shall bear its own costs and attorneys fees.

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

9. Entry of this Order is in the public interest.

### **DEFINITIONS**

For the purposes of this Order, the following definitions shall apply:

A. “Travel and residency status documents and programs” means any item, product, good, or service represented to assist consumers (1) in applying for the Diversity Visa lottery or (2) in obtaining any visa, passport, green card, permanent alien visa, any other government-issued immigration-related document or service, any other government-issued naturalization-related document or service, or any other government-issued travel-related document or service.

B. “Government-issued” means issued by or under the authority of the United States Government, a State, political subdivision of a State, a foreign government, political subdivision of a foreign government, an international governmental or an international quasi-governmental organization.

C. “Assisting others” means providing any of the following goods or services to any person or entity: (a) performing customer service functions, including but not limited to receiving or responding to consumer complaints; (b) formulating or providing, or arranging for the formulation or provision of, any telephone sales script or any other written marketing

material, including, but not limited to, the text of any Internet website, email or other electronic communication; (c) providing names of, or assisting in the generation of, potential customers; (d) performing marketing services of any kind; and (e) acting as an officer or director of a business entity.

## **ORDER**

### **BOND REQUIREMENT**

I. IT IS THEREFORE ORDERED that Defendants are permanently restrained and enjoined from (A) promoting, offering for sale, or selling any travel or residency status document or program; or (B) assisting others engaged in the promotion, offer for sale, or sale of any travel or residency status document or program, unless each such Defendant first obtains a performance bond in the principal sum of FIVE MILLION DOLLARS (\$5,000,000).

A. The bond required by this Section I shall be conditioned upon compliance with Section 5 of the FTC Act, 15 U.S.C. § 45(a), and with Sections II and III of this Order. The bond shall be deemed continuous and remain in full force and effect as long as Defendants continue to engage in conduct that requires the posting of the bond, and for at least three years after Defendants have ceased to engage in such conduct. The bond shall cite this Order as the subject matter of the bond, and shall provide surety thereunder against financial loss resulting from whole or partial failure of performance due, in whole or in part, to any violation of Section 5 of the FTC Act, the provisions of this Order, or to any other violation of law, in each case in connection with the promotion, offering for sale or selling of any travel or residency status document or program.

B. The performance bond required pursuant to this Section I shall be in the form of an insurance agreement providing surety for financial loss issued by a surety company that is admitted to do business in each of the states in which the defendants do business and that holds a Federal Certificate of Authority As Acceptable Surety On Federal Bond and Reinsuring. Such performance bond shall be in favor of both: (1) the Federal Trade Commission for the benefit of any consumer injured as a result of any violation of Section 5 of the FTC Act or the provisions of this Order made by Defendants, their agents, or any persons acting in concert with them, in each case in connection with the promotion, offering for sale or selling of any travel or residency status document or program; and (2) any consumer so injured.

C. The bond required pursuant to this Section I is in addition to, and not in lieu of, any other bond required by any other federal, state, or local law, or by any other court order not entered in this action.

D. At least ten business days before the commencement of any activity covered by sub-section A above, Defendants shall provide the bond required by this Section I to the Associate Director for Enforcement at the address specified in Section X of this Order.

E. Defendants shall not disclose the existence of the performance bond required by this Section I to any consumer without also disclosing clearly and prominently, at the same time, the following phrase: “This bond is required by order of the U.S. District Court, in the case FTC v. Global Web Solutions, et al., Case No. 03-CV-2031-HHK (D.D.C.), in settlement of allegations of false and misleading representations in the promotion and sale of travel and residency status documents and programs.” The disclosure shall be set forth in a clear and conspicuous manner, separated from all other text, in 100% black ink against a light background,

in print at least as large as the main text of the sales material or document, and enclosed in a box containing only the required disclosure.

F. If, upon motion by the FTC, the Court finds that any Defendant or any business in which any Defendant engages or participates, has violated Section 5 of the FTC Act or this Order, in each case in connection with the promotion, offering for sale or selling of any travel or residency status document or program, the FTC may execute against the performance bond required by this Section I. Proceedings instituted under this sub-section F are in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings the FTC may initiate to enforce this Order.

#### **AFFIRMATIVE DISCLOSURES**

II. IT IS FURTHER ORDERED that:

A. Defendants and any entity through which they do business, and their successors, assigns, officers, agents, servants, employees, and those other persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, in connection with the advertising, promotion, offering for sale, or sale of any travel or residency status document or program, shall, in the course of making any oral, written, or Internet or other electronic media sales presentation, disclose, clearly and conspicuously, that Defendants are not affiliated with or endorsed by the United States or any agency thereof or any state government agency.

B. Defendants and any entity through which they do business, and their successors, assigns, officers, agents, servants, employees, and those other persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise,

in connection with the advertising, promotion, offering for sale, or sale of any item, product, good, or service represented to assist consumers in applying for the Diversity Visa lottery or in obtaining any visa, green card, permanent alien visa, or any other immigration or naturalization-related document or service, shall, in the course of making any oral, written, or Internet or other electronic media sales presentation, disclose, clearly and conspicuously, that there is no guarantee that purchasing and using Defendants' services will result in a consumer (i) being selected in the Diversity Visa lottery, (ii) receiving a visa of any type to enter the United States, or (iii) receiving permanent resident alien status in the United States.

C. The disclosures required by this Section II are in addition to, and not in lieu of, any other disclosures that Defendants may be required to make, including but not limited to any disclosure required by state or federal law or by a self-regulatory organization. The disclosure requirements of this Section II are not intended to, and shall not be interpreted to, exempt Defendants from making any other disclosure.

### **PROHIBITED BUSINESS ACTIVITIES**

III. IT IS FURTHER ORDERED that, in connection with the advertising, promotion, offer for sale, or sale of any item, product, good, or service, Defendants and any person or entity through which they do business, and their successors, assigns, officers, agents, servants, employees, attorneys, and those other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby permanently restrained and enjoined from:

A. Misrepresenting, directly or by implication, that any entity is an agency of, or affiliated, associated, acting in partnership, or under contract with, the United States government;

B. Misrepresenting, directly or by implication, that any travel or residency status document or program will ensure that consumers' applications for the Diversity Visa lottery are submitted within government guidelines and will be included in the annual Diversity Visa lottery;

C. Misrepresenting, directly or by implication, that consumers seeking first-time passports, first-time green cards, or any other travel or residency status document can apply online and/or by mail for those documents without appearing in person before a government official;

D. Misrepresenting, directly or by implication, the eligibility status of any consumer with respect to the Diversity Visa lottery or any other travel or residency status document or program.

E. Misrepresenting, directly or by implication, that purchasing any travel or residency status document or program will result in a consumer (i) being selected in the Diversity Visa lottery, (ii) receiving a visa of any type to enter the United States, or (iii) receiving permanent resident alien status in the United States.

F. Misrepresenting, directly or by implication, that purchasing any travel or residency status or program will increase a consumer's chances of (i) being selected in the Diversity Visa lottery, (ii) receiving a visa of any type to enter the United States, or (iii) receiving permanent resident alien status in the United States.

G. Misrepresenting, directly or by implication, that any entity or person has expertise, or is otherwise qualified, regarding travel or residency status documents or programs.



H. Causing billing information to be submitted for payment, or collecting or attempting to collect payment, for the purchase of any item, product, good, or service represented to assist consumers in applying for the Diversity Visa lottery when it is known or should be known that the consumer is not eligible for the Diversity Visa lottery.

I. Misrepresenting, directly or by implication, any other fact material to a consumer's decision to purchase any travel or residency status document or program.

J. Misrepresenting, directly or by implication, any fact material to a consumer's decision to purchase any item, product, good, or service.

K. Assisting others in violating any provision of sub-sections A-J of this Section III.

#### **CONSUMER LISTS**

IV. IT IS FURTHER ORDERED that Defendants and any person or entity through which they do business, and their successors, assigns, officers, agents, servants, employees, attorneys, and those other persons or entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are permanently restrained and enjoined from:

A. Selling, renting, leasing, transferring, or otherwise disclosing the name, address, telephone number, billing information (any data that enables any person to access another person's account, such as a credit card, checking, savings, share or similar account, utility bill, mortgage loan account, or debit card), e-mail address, or other identifying information of any person who submitted such information to any defendant, at any time prior to entry of this order, in connection with the purchase of any travel or residency status document or program.

B. Using or benefiting from, for commercial purposes, the name, address, telephone number, billing information (any data that enables any person to access another person's account, such as a credit card, checking, savings, share or similar account, utility bill, mortgage loan account, or debit card), e-mail address, or other identifying information of any person who submitted such information to any defendant, at any time prior to entry of this order, in connection with the purchase of any travel or residency status document or program.

C. Provided, however, that Defendants may disclose such identifying information (i) with the express written consent of the person whose information is disclosed, (ii) to a law enforcement agency, or (iii) as required or authorized by any law, regulation, or court order.

#### **MONETARY RELIEF**

V. IT IS FURTHER ORDERED that:

A. Judgment is hereby entered against Defendants, jointly and severally, in the amount of SEVEN MILLION TWO HUNDRED SIXTEEN THOUSAND ONE HUNDRED EIGHTY SIX DOLLARS (\$7,216,186); *provided, however*, that this judgment shall be suspended (1) upon the transfer of the following assets to the FTC or its designated agent:

(a) Bank of America shall, within ten (10) business days of the date of entry of this Order, transfer to the FTC or its designated agent all assets held in account numbers 3675221253, 3678785945, and 3739462220

(b) First Data Corporation, or its subsidiaries or affiliates, shall, within ten (10) business days of the date of entry of this Order, transfer to the FTC or its designated agent all assets held in account numbers 571771 and 279429 or associated with merchant account

numbers 481201085992, 267150850886, 266338219881, 903214707999, and 415801710783998;

(c) American Express Travel Related Services Company, Inc. shall, within ten (10) business days of the date of entry of this Order, transfer to the FTC or its designated agent all assets held in account numbers 220-613-3308, 220-613-3308, and 220-614-6623;

(d) Concord EFS, Inc., or its subsidiaries or affiliates, shall, within ten (10) business days of the date of entry of this Order, transfer to the FTC or its designated agent all assets held in account number 415801710783998;

(e) Defendants shall, within twelve (12) months of the date of entry of this Order, transfer to the FTC or its designated agent cash in an amount equal to \$1,265,000. The following provisions apply to this paragraph (e):

(i) To secure the payment required by this paragraph (e), Defendants have executed and recorded a first mortgage on the real property located at 28 Pelican Drive, Fort Lauderdale, Florida, also described as Lot 28, of Pelican Isle, according to the Plat thereof, as recorded in Plat Book 21, Page 19, of the Public Records of Broward County, Florida, together with the dwelling house, other structures, improvements, appurtenances, hereditaments and other rights appertaining or belonging thereto ("Property"), a copy of which first mortgage is attached to this Order as Appendix A ("First Mortgage"). Defendants shall cooperate fully with the FTC and be responsible (at their expense) for preparing, executing and recording such additional instruments and documents, in form and substance satisfactory to the FTC, and doing whatever else the FTC deems necessary or desirable to perfect, evidence and continue its liens on and security interests in the Property and to carry out the purposes of this Order.

(ii) Defendants represent and acknowledge that the FTC is relying on the material representations that Defendant Hoda Nofal is the sole owner in fee simple of the Property, title to the Property is marketable, and the Property currently is not encumbered by any lien, mortgage, deed of trust, security interest or other interest or claim, other than the First Mortgage.

(iii) Defendants hereby release and waive any statutory, common law, or other homestead exemption that may apply to the Property as to the FTC, and shall not declare and claim any homestead exemption in the Property as to the FTC until after the payment obligation of this paragraph (e) has been satisfied in full.

(iv) Other than the First Mortgage, Defendants shall not transfer, convert, encumber, sell, assign, or otherwise dispose of the Property, except with the express prior written permission of counsel for the FTC, which permission shall not be unreasonably withheld, until after the payment obligation of this paragraph (e) has been satisfied in full. With respect to any proposed sale or financing of the Property, Defendants shall provide to the FTC as soon as possible and in any event not later than two weeks prior to the closing: (1) a copy of the executed contract relating to the proposed sale or all loan documents relating to the financing; (2) written notice of the closing date; (3) contact information for the closing agent and, in the event of a financing, the lender, including the name, address and telephone number of the individual closing agent and lending officer (if applicable); and (4) a copy of the proposed settlement statement to be used at closing and reflecting the satisfaction in full at closing of the payment obligation of this paragraph (e).

(v) Upon Defendants' timely and complete satisfaction of the payment required by this paragraph (e), and at Defendants' written request, the FTC shall execute and deliver to Defendants a cancellation of mortgage in the form attached to the First Mortgage as Appendix A.

(vi) Defendants shall be responsible for paying all fees and costs (including attorneys' fees and filing fees) required in connection with the liens and security interests granted in the First Mortgage and herein, including all fees and costs related to the creation, perfection, continuation and termination of such liens and security interests, and to carry out the purposes of this Order.

(vii) In the event of any default by Defendants of their obligation set forth in this paragraph (e) or the First Mortgage, the FTC shall be entitled to immediately exercise any and all rights and remedies against Defendants to collect the amount set forth in this paragraph (e) and interest thereon, less any payments already made, including but not limited to enforcing the liens and security interests created by the First Mortgage by foreclosure proceedings against the Property in accordance with Florida law. Proceedings instituted under this provision would be in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings that the FTC may initiate to enforce this Order.

(2) as long as the Court makes no finding, as provided in Section VII of this Order, that any defendant materially misrepresented or omitted the nature, existence, or value of any asset.

B. Any funds received by the FTC pursuant to this Section V of this Order shall be deposited into a fund administered by the FTC or its agent to be used for equitable relief,

including but not limited to consumer redress and any attendant expenses for the administration of any redress funds. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after redress is completed, the FTC may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the U.S. Treasury as equitable disgorgement. Defendants shall have no right to challenge the FTC's choice of remedies or the manner of distribution.

C. While Defendants do not admit any of the facts alleged in the Complaint other than jurisdictional facts, Defendants agree that the facts as alleged in the Complaint shall be taken as true in the event of any subsequent litigation to collect amounts due pursuant to this Order, including but not limited to a nondischargeability complaint in any bankruptcy proceeding.

D. The judgment entered pursuant to this Section V is equitable monetary relief, solely remedial in nature, and not a fine, penalty, punitive assessment or forfeiture.

E. Defendants acknowledge and agree that any money paid pursuant to this Order is irrevocably paid to the FTC for purposes of settlement between the FTC and Defendants, and Defendants relinquish all rights, title, and interest to such money.

F. Defendants are hereby required, in accordance with 31 U.S.C. § 7701, to furnish to the FTC their tax identification numbers, which shall be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

### **ASSET FREEZE**

VI. IT IS FURTHER ORDERED that, upon entry of this Order and the turn over of the assets identified in Section V.A, the freeze of Defendants' assets shall be dissolved.

### **RIGHT TO REOPEN**

VII. IT IS FURTHER ORDERED that, within five business days after entry of this Order, Defendants each shall submit to the FTC a truthful sworn statement that shall acknowledge receipt of this Order and shall reaffirm and attest to the truth, accuracy and completeness of the financial statements previously submitted to the FTC. The FTC's agreement to this Order is expressly premised on the truthfulness, accuracy and completeness of such financial statements. If, upon motion by the FTC, the Court finds that the financial statement of any Defendant contains any material misrepresentation or omission, the suspended judgment entered in Section V of this Order shall become immediately due and payable as to that Defendant (less any amounts turned over to the FTC pursuant to Section V.A of this Order or forfeited to the United States pursuant to any criminal sentence entered against any defendant in United States v. John Romano and Hoda Nofal, Crim No. 03-M-4173 (S.D. Fla.), or any related criminal case); *provided, however*, that in all other respects this Order shall remain in full force and effect unless otherwise ordered by the Court; and, *provided further*, that proceedings instituted under this provision would be in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including any other proceedings that the FTC may initiate to enforce this Order. For purposes of this Section VII, Defendants waive any right to contest any of the allegations in the Complaint.

## RECORD KEEPING PROVISIONS

VIII. IT IS FURTHER ORDERED that, for a period of eight (8) years from the date of entry of this Order, each Defendant, in connection with any business where (1) such Defendant is the majority owner or otherwise controls the business and (2) the business is engaged in the marketing or sale of travel or residency status documents or services, and their agents, employees, officers, corporations, successors, and assigns, and those persons and entities in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create and retain the following records:

A. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues;

B. Personnel records accurately reflecting: the name, address, and telephone number of each person employed in any capacity by such business, including as an independent contractor; that person's job title or position; the date upon which the person commenced work; and the date and reason for the person's termination, if applicable;

C. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;

D. Complaints and refund requests (whether received directly, indirectly or through any third party) and any responses to those complaints or requests;

E. Copies of all sales scripts, training materials, advertisements, or other marketing materials; and



F. Copies of each acknowledgment of receipt of Order required to be obtained pursuant to Section XI of this Order.

### COMPLIANCE MONITORING

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

A. Within ten (10) days of receipt of written notice from a representative of the FTC, Defendants each shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and/or provide entry during normal business hours to any business location in such defendant's possession or direct or indirect control to inspect the business operation, ;

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

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

*Provided* that nothing in this Order shall limit the FTC's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

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

### **COMPLIANCE REPORTING BY DEFENDANTS**

X. IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

A. For a period of five (5) years from the date of entry of this Order,

1. Defendants John Romano and Hoda Nofal each shall notify the FTC of the following:

a. Any changes in his or her residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;

b. Any changes in his or her employment status (including self-employment) within ten (10) days of the date of such change. Such notice shall include the name and address of each business that he or she is affiliated with, employed by, or performs services for; a statement of the nature of the business; and a statement of his or her duties and responsibilities in connection with the business;

c. Any changes in his or her name or use of any aliases or fictitious names; and

2. Defendants each shall notify the FTC of any changes in corporate structure that may affect compliance obligations arising under this Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a

successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which the defendant learns less than thirty (30) days prior to the date such action is to take place, defendant shall notify the FTC as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order, Defendants each shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which they have complied and are complying with this Order.

This report shall include, but not be limited to:

1. Any changes required to be reported pursuant to sub-section A above; and
2. A copy of each acknowledgment of receipt of this Order obtained by the

defendant pursuant to Section XI;

C. For the purposes of this Order, Defendants shall, unless otherwise directed by the FTC's authorized representatives, mail all written notifications to the FTC to:

Associate Director for Enforcement  
Federal Trade Commission  
600 Pennsylvania Avenue, NW, Room NJ-2122  
Washington, DC 20580  
Re: FTC v. Global Web Solutions, Civil No. 03-CV-2031-HHK (D.D.C.).

D. For purposes of this Order, the FTC is authorized to communicate directly with Defendants, with contemporaneous notice of any such communication to Defendants' last known counsel of record.

## **DISTRIBUTION OF ORDER BY DEFENDANTS**

XI. IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order,

A. Defendant Global Web Solutions, Inc. must deliver a copy of this Order to all of its principals, officers, directors, and managers. Defendant Global Web Solutions, Inc. also must deliver copies of this Order to all of its employees, agents, and representatives who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within (5) days of service of this Order upon Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities.

B. For any business that Defendant John Romano or Hoda Nofal controls, directly or indirectly, or in which he or she has a majority ownership interest, such defendant must deliver a copy of this Order to all principals, officers, directors, and managers of that business.

Defendants John Romano and Hoda Nofal must also deliver copies of this Order to all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order. For current personnel, delivery shall be within (5) days of service of this Order upon Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities.

C. For any business where Defendant John Romano or Hoda Nofal is not a controlling person of a business but otherwise engages in conduct related to the subject matter of this Order, such defendant must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct.

D. Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty days of delivery, from all persons receiving a copy of the Order pursuant to this Section XI.

**RETENTION OF JURISDICTION**

XII. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification and enforcement of this Order.

**SO STIPULATED:**

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GLOBAL WEB SOLUTIONS, INC., Defendant

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JOHN ROMANO, Defendant

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HODA NOFAL, Defendant

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MARC S. NURIK  
THERESA M.B. VAN VLIET  
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Attorneys for Defendants Global Web Solutions, Inc. and John Romano

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JOHN R. HOWES

Attorney for Defendant Hoda Nofal

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GREGORY A. ASHE  
JAMES REILLY DOLAN  
JOEL N. BREWER  
Federal Trade Commission

Attorneys for Plaintiff

**IT IS SO ORDERED**, this 30<sup>th</sup> day of June, 2004.

HENRY H. KENNEDY, JR.  
UNITED STATES DISTRICT JUDGE