

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case Number: 10-80191-Civ-Marra/Johnson

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

RESOURCE PUBLISHING CO.,
a corporation, also
d/b/a Entertainment Work, Inc., and
Resource Publishing Co. of Delaware,

JASON ARTHUR BARNES,
individually and as an officer of
Resource Publishing Co., and

RACQUELLE HART BARNES,
individually and as an officer of
Resource Publishing Co.,

Defendants.

**STIPULATED FINAL JUDGMENT AND ORDER
FOR PERMANENT INJUNCTION AND MONETARY RELIEF**

THIS MATTER comes before the Court upon the stipulation of Plaintiff, the Federal Trade Commission ("FTC" or the "Commission"), and Defendants Jason Arthur Barnes, Racquelle Hart Barnes, and Resource Publishing Co., also d/b/a Entertainment Work, Inc., and Resource Publishing Co. of Delaware (collectively "Defendants"). On February 1, 2010, the Commission filed a Complaint for Permanent Injunction and Other Equitable Relief ("Complaint") in this matter, alleging violations of Section 5(a) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45(a).

The Commission and Defendants, having agreed to entry of this Stipulated Final Judgment and Order for Permanent Injunction and Other Equitable Relief ("Order"), hereby request that the Court enter this Order to resolve all matters in dispute in this action between them.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter of this case and over the parties pursuant to 15 U.S.C. §§ 45(a) and 53(b), and 28 U.S.C. §§ 1331, 1337(a), and 1345.
2. Venue in this District is proper under 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b) and (c).
3. The activities of Defendants, as alleged in the Complaint, were in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.
4. The Complaint states a claim upon which relief may be granted under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b).
5. Defendants enter into this Order freely and without coercion. Defendants acknowledge that they have each read and are prepared to abide by the provisions of this Order.
6. Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Defendants further waive and release any claims they may have against the Commission, its employees, representatives, or agents.
7. Each party shall bear its own costs and attorney fees. Defendants agree that this Order does not entitle them to seek or to obtain attorney fees as a prevailing party under the Equal Access to Justice Act, 28 U.S.C. § 2412, *amended by* Pub. L. No. 104-121, 110 Stat. 847,

863–64 (1996), and they further waive any rights to attorney fees concerning the prosecution of this action through the date of the entry of this Order that may arise under said provision of law.

8. Defendants, in consenting to the entry of this Order, do not admit the allegations of the Complaint other than the jurisdictional facts.

9. The parties agree, for purposes of facilitating resolution of this matter, that entry of this Order is in the public interest.

DEFINITIONS

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

1. “Asset” or “Assets” means any legal or equitable interest in, right to, or claim to, any real and personal property, including, but not limited to, “goods,” “instruments,” “equipment,” “fixtures,” “general intangibles,” “inventory,” “checks,” “notes” (as these terms are defined in the Uniform Commercial Code), and all chattel, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, reserve funds, and cash, wherever located.

2. “Assisting Others” includes, but is not limited to, (1) performing customer service functions, including, but not limited to, receiving or responding to consumer complaints; (2) formulating or providing, or arranging for the formulation or provision of, any marketing material; (3) providing names of, or assisting in the generation of lists of, potential customers; (4) performing marketing or billing services of any kind; (5) processing credit and debit card payments; or (6) acting or serving as an owner, officer, director, manager, or principal of any entity.

3. “Charge” means any amount charged or debited to a consumer’s credit card, debit card, checking, savings, share, or similar financial account, or collected from a consumer by any

other method.

4. “Clear and Conspicuous” or “Clearly and Conspicuously” mean that
 - a. in print communications, the disclosure shall be in a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background against which it appears; and in multi-page print communications, the disclosure shall appear on the cover or first page;
 - b. in communications disseminated orally, the disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it; and
 - c. in Internet communications, the disclosure shall be made next to any advertised price or cost (including free) and where consumers’ financial account information is required, without the use of pop-up windows or hyperlinks to other electronic pages to display Material information, and the disclosure shall be made be in a type size sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background against which it appears.

5. “Corporate Defendant” means Resource Publishing Co., also *d/b/a* Entertainment Work, Inc., and Resource Publishing Co. of Delaware, and its successors and assigns.

6. “Defendants” means the Individual Defendants and the Corporate Defendant, individually, collectively, or in any combination.

7. “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,

Internet sites, webpages, websites, electronic correspondence, including e-mail and instant messages, photographs, audio and video recordings, contracts, accounting data, advertisements (including, but not limited to, advertisements placed on the World Wide Web), FTP Logs, Server Access Logs, USENET Newsgroup postings, World Wide Web pages, 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, and other data compilations from which information can be obtained and translated. A draft or non-identical copy is a separate document within the meaning of the term.

8. "Employment Product or Service" means any good, product, service, plan, or program that is represented, expressly or by implication, to assist an individual in any manner obtain employment and includes, but is not limited to, (a) employment listings; (b) study guides or test preparation materials; (c) job application processing services; (d) certifications or licenses; (e) job matching services; or (f) facilitating resume distribution and interviews.

9. "FTC" or "Commission" means the Federal Trade Commission.

10. "Individual Defendants" means Jason Arthur Barnes and Racquelle Hart Barnes.

11. "Material" means likely to affect a Person's choice of, or conduct regarding, goods or services.

12. "Negative Option Feature" means, in an offer or agreement to sell or provide any goods or services, a provision under which the customer's silence or failure to take an affirmative action to reject goods or services or to cancel the agreement is interpreted by the seller as acceptance of the offer.

13. "Person" means a natural person, organization, or other legal entity, including a

corporation, partnership, proprietorship, association, cooperative, government or governmental subdivision or agency, or any other group or combination acting as an entity.

14. "Representative" or "Representatives" means any and all of the following who receive actual notice of this Order by personal service or otherwise: (a) Defendants' officers, agents, servants, employees, and attorneys, and (b) other persons in active concert or participation with Defendants or Defendants' officers, agents, servants, employees, and attorneys.

15. "Telemarketing" means any business activity (whether or not covered by the Telemarketing Sales Rule, 16 C. F. R. Part 310, and including, but not limited to, initiating or receiving telephone calls, managing others who initiate or receive telephone calls, and operating an enterprise that initiates or receives telephone calls) that involves attempts to induce consumers to purchase any investment, item, good, service, partnership interest, trust interest or other beneficial interest, to enter a contest for a prize, or to make a charitable contribution, by means of telephone sales presentations, either exclusively or in conjunction with the use of other forms of marketing.

16. The words "and" and "or" shall be understood to have both conjunctive and disjunctive meanings.

ORDER

I.

BAN ON MARKETING OR SALE OF EMPLOYMENT PRODUCTS OR SERVICES

IT IS HEREBY ORDERED that Defendants, whether acting directly or through any person, corporation, partnership, subsidiary, division, agent, or other device, are hereby

permanently restrained and enjoined from

- A. Advertising, marketing, promoting, offering for sale, or selling any Employment Product or Service; and
- B. Assisting Others engaged in advertising, marketing, promoting, offering for sale, or selling any Employment Product or Service.

Nothing in this Order shall be read as an exception to this Section I.

II.

PROHIBITED REPRESENTATIONS

IT IS FURTHER ORDERED that, in connection with the advertising, marketing, promotion, offering for sale, or sale of any good, product, service, plan, or program, Defendants and their Representatives, whether acting directly or through any corporation, partnership, subsidiary, division, agent, or other device, are hereby permanently restrained and enjoined from misrepresenting, expressly or by implication, any Material fact about such good, product, service, plan, or program, including, but not limited to,

- A. The total cost to purchase, receive, or use, and the quantity of, the good, product, service, plan, or program;
- B. Any Material restriction, limitation, or condition to purchase, receive, or use the good, product, service, plan, or program;
- C. Any Material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy applicable to such good, product, service, plan, or program, including, but not limited to, the likelihood of a consumer obtaining a full or partial refund, or the circumstances in which a full or partial refund will be granted to the consumer; and

- D. Any Material aspect of the performance, efficacy, nature, or characteristics of the good, product, service, plan, or program.

III.

PROHIBITED BUSINESS ACTIVITIES

IT IS FURTHER ORDERED that, in connection with the advertising, marketing, promotion, offering for sale, or sale of any good, product, service, plan, or program involving a Negative Option Feature, Defendants and their Representatives, whether acting directly or through any corporation, partnership, subsidiary, division, agent, or other device, are hereby restrained and enjoined from

- A. Failing to disclose, Clearly and Conspicuously, before a consumer provides any billing information or incurs any Charge
1. all goods, products, services, plans, or programs that are part of the sales offer;
 2. the cost and quantity of all such goods, products, services, plans, or programs;
 3. that the consumer must take affirmative action to avoid Charge(s) resulting from the Negative Option Feature;
 4. the specific steps consumers must follow to avoid Charge(s) resulting from the Negative Option Feature, including any cancellation fees or other costs or fees associated with these steps; and
 5. that the consumer's credit or debit account information will be used for Charges resulting from the Negative Option Feature, if this is the case;
- B. Imposing a Charge on any consumer where the disclosures described in

Section III.A were not Clearly and Conspicuously made to the consumer before the consumer provides any billing information or incurs any Charge;

- C. Failing to honor a consumer's request to avoid a Charge resulting from the Negative Option Feature; and
- D. Failing to maintain customer support sufficient to timely receive and process consumers' requests to avoid Charge(s) resulting from the Negative Option Feature.

IV.

MONETARY RELIEF

IT IS FURTHER ORDERED that judgment is hereby entered in favor of the Commission and against Defendants, jointly and severally, in the amount of two million, four hundred nineteen thousand, five hundred twelve dollars (\$2,419,512.00), as equitable monetary relief for consumer injury; *provided, however*, that subject to the provisions of Section V, this judgment shall be suspended upon Defendants' completion of the requirements stated in Section IV.A–B.

A. Effective upon the entry of this Order, Defendants surrender to the FTC all control, title, dominion, and interest in all funds held by Westamerica Bank in the name of any Defendant in any account, including but not limited to the account ending in 0074.

B. To effect the surrender of the funds identified in Section IV.A, the Court directs that the entities holding the funds or their successors shall, within ten (10) business days of the date of entry of this Order, remit the funds to the Commission by certified check(s) or other guaranteed funds payable to the Federal Trade Commission, Financial Management Office, or by wire transfer in accordance with directions provided by counsel for the Commission. To the

extent any identified nonparty cannot comply with this Subsection without the assistance of Defendants, such party must, within three (3) business days of receiving this Order, notify such Defendant(s) and counsel for the Commission of its inability to comply. Such notification shall specify the actions by such Defendant(s) that are necessary to comply with this Order.

Defendants shall immediately complete any action necessary to facilitate the identified nonparty's ability to timely comply with this Subsection, and the failure of such Defendant(s) to complete such action within ten (10) days shall be deemed a violation of the Order and interest at the rate prescribed in 28 U.S.C. § 1961(a) shall immediately begin to accrue.

C. In the event of default on any obligation to make payment under this Order, interest, computed pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment. In the event such default continues for ten (10) calendar days beyond the date the payment is due, the entire amount of the judgment, less any amounts previously paid pursuant to this Order, together with interest, shall immediately become due and payable. Defendants shall be jointly and severally liable for all payments required by this Order and any interest on such payments.

D. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agents to be used for equitable relief, including, but not limited to, redress to consumers, and any attendant expenses for the administration of such equitable relief. In the event that direct redress to consumers is wholly or partially impracticable or funds remain after the redress is completed, the Commission may apply any remaining funds for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any funds not used for such equitable relief shall be deposited to the United States Treasury as disgorgement. Defendants shall have

no right to challenge the Commission's choice of remedies or the manner of distribution under this Subsection.

E. No portion of any payment under the judgment herein shall be deemed a payment of any fine, penalty, or punitive assessment.

F. Defendants relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law. Defendants shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise.

G. Defendants agree that the facts as alleged in the Complaint filed in this action shall be taken as true without further proof in any bankruptcy case or subsequent civil litigation pursued by the Commission to enforce its rights to any payment or money judgment pursuant to this Order, including, but not limited to, a nondischargeability complaint in any bankruptcy case. Defendants further stipulate and agree that the facts alleged in the Complaint establish all elements necessary to sustain an action pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order shall have collateral estoppel effect for such purposes.

H. In accordance with 31 U.S.C. § 7701, Defendants are hereby required, unless they have done so already, to furnish to the Commission their taxpayer identifying numbers and/or social security numbers, which shall be used for the purposes of collecting and reporting on any delinquent amount arising out of Defendants' relationship with the government.

I. Defendants agree that they will not, whether acting directly or through any corporation, partnership, subsidiary, division, agent, or other device, submit to any federal or state tax authority any return, amended return, or other official document that takes a deduction for, or seeks a tax refund or other favorable treatment for, any payment by Defendants pursuant

to this Order.

V.

RIGHT TO REOPEN

IT IS FURTHER ORDERED that

A. The Commission's agreement to, and the Court's approval of, this Order, including, but not limited to the suspension of the monetary judgment against Defendants, is expressly premised upon the truthfulness, accuracy, and completeness of Defendants' financial condition, as represented in the financial statements dated February 10, 2010, including all attachments and supplemental materials (collectively, "Financial Statements"), all of which the Commission relied upon in negotiating and agreeing to the terms of this Order.

B. If, upon motion by the Commission to the Court, the Court finds that any Defendant, in any of the above-referenced Financial Statements, failed to disclose any asset, materially misrepresented the value of any asset, or made any other material misrepresentation or omission, the suspension shall be lifted on the monetary judgment in Section IV, above, and that judgment amount, less any payments already made to the Commission, shall be immediately due and payable.

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 initiated 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 proceedings that the Commission may initiate to enforce this Order.

VI.

**PROHIBITIONS AGAINST DISCLOSURE OF
CUSTOMER INFORMATION**

IT IS FURTHER ORDERED that the Defendants and their Representatives, whether acting directly or through any corporation, partnership, subsidiary, division, agent, or other device, are permanently restrained and enjoined from

A. disclosing, using, or benefitting from customer information, including the name, address, telephone number, e-mail 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), of any person that Defendants obtained prior to entry if this Order in connection with the advertisement, marketing, promotion, offering for sale, or sale of any Employment Product or Service; and

B. failing to dispose of such customer information in all forms in their possession, custody, or control within thirty (30) days after entry of this Order. Disposal shall be by means that protect against unauthorized access to the customer information, such as by burning, pulverizing, or shredding any papers, and by erasing or destroying any electronic media, to ensure that the customer information cannot practicably be read or reconstructed.

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 a law, regulation, or court order.

VII.

LIFTING OF ASSET FREEZE

IT IS FURTHER ORDERED that the freeze of Defendants' assets set forth in the

Preliminary Injunction, entered by this Court on February 4, 2010, shall be lifted to the extent necessary to turn over Defendants' assets as required by Section IV of this Order, and upon completion of the turn-over, shall be lifted permanently.

VIII.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of (i) monitoring and investigating compliance with any provision of this Order and (ii) investigating the accuracy of any Defendant's Financial Statements upon which the Commission's agreement to this Order is expressly premised,

- A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendants each shall submit additional written reports, which are true and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in each Defendant's possession or direct or indirect control to inspect the business operation;
- B. In addition, the Commission is authorized to use all other lawful means, including, but not limited to,
 1. obtaining discovery from any person, without further leave of court, using the procedures prescribed by Rules 30, 31, 33, 34, 36, 45 and 69 of the Federal Rules of Civil Procedure;
 2. having its representatives pose as consumers and suppliers to Defendants, their employees, or any other entity managed or controlled in whole or in part by any Defendant, without the necessity of identification or prior

notice; and

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

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

IX.

COMPLIANCE REPORTING

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

- A. For a period of three (3) years from the date of entry of this Order,
1. Each Individual Defendant shall notify the Commission of the following:
 - a. Any changes in such Defendant's residence, mailing addresses, and telephone numbers, within ten (10) days of the date of such change;
 - b. Any changes in such Defendant's employment status (including self-employment), and any change in such Defendant's ownership in any business entity within ten (10) days of the date of such change. Such notice shall include the name and address of each

business that such Defendant is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of such Defendant's duties and responsibilities in connection with the business or employment; and

c. Any changes in such Defendant's name or use of any aliases or fictitious names within ten (10) days of the date of such change;

2. Defendants shall notify the Commission of any changes in structure of any Corporate Defendant or any business entity that any Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including, but not limited to, incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided that*, with respect to any such change in the business entity about which a Defendant learns less than thirty (30) days prior to the date such action is to take place, such Defendant shall notify the Commission as soon as is practicable after obtaining such knowledge.

B. One hundred eighty (180) days after the date of entry of this Order and annually thereafter for a period of three (3) years, Defendants each shall provide a written report to the FTC, which is true and accurate and 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. For each Individual Defendant:
 - a. such Defendant's then-current residence address, mailing addresses, and telephone numbers;
 - b. such Defendant's then-current employment status (including self-employment), including the name, addresses, and telephone numbers of each business that such Defendant is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of such Defendant's duties and responsibilities in connection with the business or employment; and
 - c. Any other changes required to be reported under Subsection A of this Section.
 2. For all Defendants:
 - a. A copy of each acknowledgment of receipt of this Order, obtained pursuant to the Section titled "Distribution of Order"; and
 - b. Any other changes required to be reported under Subsection A of this Section.
- C. Each Defendant shall notify the Commission of the filing of a bankruptcy petition by such Defendant within fifteen (15) days of filing.
- D. For the purposes of this Order, Defendants shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier (not the U.S.

Postal Service) all reports and notifications to the Commission that are required by this Order to

Associate Director for Enforcement
Bureau of Consumer Protection
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
RE: *FTC v. Resource Publishing Co.*, No. X100017

Provided that, in lieu of overnight courier, Defendants may send such reports or notifications by first-class mail, but only if Defendants contemporaneously send an electronic version of such report or notification to the Commission at DEbrief@ftc.gov.

- E. For purposes of the compliance reporting and monitoring required by this Order, the Commission is authorized to communicate directly with each Defendant.

X.

RECORDKEEPING

IT IS FURTHER ORDERED that, for a period of six (6) years from the date of entry of this Order, Corporate Defendant, and Individual Defendants for any business for which they, individually or collectively, are the majority owner or directly or indirectly control, 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 or indirectly, such as through a 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. All records and documents necessary to demonstrate full compliance with each provision of this Order, including but not limited to, copies of acknowledgments of receipt of this Order required by the Sections titled "Distribution of Order" and "Acknowledgment of Receipt of Order" and all reports submitted to the FTC pursuant to the Section titled "Compliance Reporting."

XI.

DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that, for a period of three (3) years from the date of entry of this Order, Defendants shall deliver copies of the Order as directed below:

- A. Corporate Defendant: Corporate Defendant must deliver a copy of this Order to (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents, and representatives who engage in conduct related to the advertising, marketing, promotion, offering for sale, or sale of any good, product, service,

plan, or program; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

B. Individual Defendant as control person: For any business that an Individual Defendant controls, directly or indirectly, or in which such Defendant has a majority ownership interest, such Defendant must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in the advertising, marketing, promotion, offering for sale, or sale of any good, product, service, plan, or program; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting." For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to them assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior to the change in structure.

C. Individual Defendant as employee or non-control person: For any business where

an Individual Defendant is not a controlling person of a business but otherwise engages in Telemarketing, such Defendant must deliver a copy of this Order to all principals and managers of such business before engaging in Telemarketing.

- D. Defendants must secure a signed and dated statement acknowledging receipt of the Order, within thirty (30) days of delivery, from all persons receiving a copy of the Order pursuant to this Section.

XII.

ACKNOWLEDGMENT OF RECEIPT OF ORDER

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

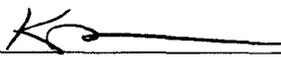
XIII.

RETENTION OF JURISDICTION

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

THIS CASE IS CLOSED. ALL PENDING MOTIONS ARE DENIED AS MOOT. ka

IT IS SO ORDERED.



HON. KENNETH A. MARRA
UNITED STATES DISTRICT JUDGE

DATED: 1/27/11

SO STIPULATED AND AGREED:

**FOR DEFENDANT RESOURCE PUBLISHING CO., also d/b/a
ENTERTAINMENT WORK, INC., and RESOURCE PUBLISHING CO.
OF DELAWARE**



Aaron M. Cohen (Bar No. 0541427)
Aaron M. Cohen, P.A.
955 N.W. 17th Avenue Ste D
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amc@aaronmcohenpa.com

Date: 12/1/2010

COUNSEL FOR RESOURCE PUBLISHING CO.,
also d/b/a ENTERTAINMENT WORK, INC., and
RESOURCE PUBLISHING CO. OF DELAWARE

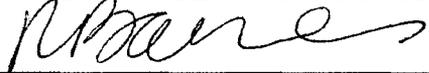
**FOR DEFENDANTS JASON BARNES AND RESOURCE PUBLISHING
CO., also d/b/a ENTERTAINMENT WORK, INC., and RESOURCE
PUBLISHING CO. OF DELAWARE**



JASON BARNES, INDIVIDUALLY AND AS AN
OFFICER OF RESOURCE PUBLISHING CO.,
also d/b/a ENTERTAINMENT WORK, INC., and
RESOURCE PUBLISHING CO. OF DELAWARE

Date: 12/1/2010

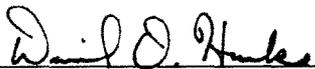
**FOR DEFENDANTS RACQUELLE BARNES AND RESOURCE
PUBLISHING CO., also d/b/a ENTERTAINMENT WORK, INC., and
RESOURCE PUBLISHING CO. OF DELAWARE**



RACQUELLE BARNES, INDIVIDUALLY AND
AS AN OFFICER OF RESOURCE PUBLISHING
CO., also d/b/a ENTERTAINMENT WORK, INC.,
and RESOURCE PUBLISHING CO. OF
DELAWARE

Date: 11/29/10

**FOR THE PLAINTIFF
FEDERAL TRADE COMMISSION:**



Date: 1/24/11

Daniel O. Hanks (Bar No. A5501278)

Attorney

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