

Defendants Thriller Marketing, LLC, Dwayne J. Martins, and John L. Franks Jr. (“Stipulating Defendants”), having been represented by counsel, and acting by and through said counsel, have consented to the entry of this Stipulated Final Judgment and Order for Permanent Injunction Against Defendants Thriller Marketing, LLC, Dwayne J. Martins, and John L. Franks Jr. (“Order”) without a trial or adjudication of any issue of law or fact herein.

NOW THEREFORE, the Plaintiff and Stipulating Defendants, having requested the Court to enter this Order, and the Court having considered the Order reached between the parties, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

FINDINGS

1. This is an action by the Commission instituted under Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, the Telemarketing Act, 15 U.S.C. §§ 6101-6108, and the TSR, 16 C.F.R. Part 310. Pursuant to these statutes and regulations, the Commission has the authority to seek the relief contained herein.

2. The Commission’s Complaint states claims upon which relief may be granted under Sections 5(a), 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 45(a), 53(b), and 57b, the Telemarketing Act, 15 U.S.C. §§ 6101-6108, and the TSR, 16 C.F.R. Part 310.

3. This Court has jurisdiction over the subject matter of this case and personal jurisdiction over the parties hereto.

4. Venue in the United States District Court for the Northern District of Illinois is proper pursuant to 15 U.S.C. § 53(b) and 28 U.S.C. § 1391(b), (c), and (d).

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

6. Stipulating Defendants, without admitting the allegations set forth in the Commission's Complaint, and without any admission or finding of liability thereunder, agree to entry of this Order and the findings that it contains.

7. Stipulating Defendants waive: (a) all rights to seek judicial review or otherwise challenge or contest the validity of this Order; (b) any claim that they may have against the Commission, its employees, representatives, or agents; (c) all claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, *as amended by* Pub. L. 104-121, 110 Stat. 847, 863-64 (1996); and (d) any rights to attorney's fees that may arise under said provision of law. The Commission and Stipulating Defendants shall each bear their own costs and attorney's fees incurred in this action.

8. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

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

DEFINITIONS

For purposes 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 or personal property, including, but not limited to, "goods," "instruments," "equipment," "fixtures," "general intangibles," "inventory," "checks," or "notes" (as these terms are defined in the Uniform Commercial Code), lines of credit, chattels, leaseholds, contracts, mail or other deliveries, shares of stock, lists of consumer names, accounts, credits, premises, receivables, funds, and all 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 sales script or other marketing material; (3) providing names of, or assisting in the generation of, potential customers; (4) performing or providing marketing or billing services of any kind; (5) acting as an officer or director of a business entity; or (6) providing telemarketing services.

3. **“Caller identification service”** means a service that allows a telephone subscriber to have the telephone number, and, where available, name of the calling party transmitted contemporaneously with the telephone call, and displayed on a device in or connected to the subscriber’s telephone.

4. **“Stipulating Defendants”** means Defendants Thriller Marketing, LLC, Dwayne J. Martins, and John L. Franks Jr., and each of them, by whatever other names each may be known, and any subsidiaries, successors, assigns, and any fictitious business entities or business names created or used by these entities.

5. **“Individual Defendants”** means Joseph G. Rogister, Sean Rogister, Philip N. Constantinidis, Michael Falcone, Frank Porporino Jr., Christopher M. Hayden, Dwayne J. Martins, and John L. Franks Jr., and by whatever other names each may be known.

6. **“Corporate Defendants”** and **“Receivership Defendants”** means 2145183 Ontario Inc.; The Dynamic Financial Group (U.S.A.) Inc.; R & H Marketing Concepts, Inc.; Alpha Financial Debt Group Inc.; America Freedom Advisors Inc.; and Thriller Marketing, LLC, and their successors and assigns, as well as any subsidiaries, and any fictitious business

entities or business names created or used by these entities, or any of them.

7. **“Defendants”** means all of the Individual Defendants and the Corporate Defendants, individually, collectively, or in any combination.

8. **“Debt Relief Service”** means any product or service represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more unsecured creditors or debt collectors, including, but not limited to, a reduction in the balance, interest rate, or fees owed by a consumer to an unsecured creditor or debt collector.

9. **“Document” or “Documents”** means any materials listed 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 information can be obtained and translated, if necessary, into reasonably usable form through detection devices. A draft or nonidentical copy is a separate Document within the meaning of the term.

10. **“Established business relationship”** means a relationship between the seller and a person based on: (a) the person’s purchase, rental, or lease of the seller’s goods or services or a financial transaction between the person and seller, within the eighteen (18) months immediately preceding the date of the telemarketing call; or (b) the person’s inquiry or application regarding a product or service offered by the seller, within the three (3) months immediately preceding the date of a telemarketing call.

11. **“Financial Institution”** means any bank, savings and loan institution, credit union, or any financial depository of any kind, including, but not limited to, any brokerage

house, trustee, broker-dealer, escrow agent, title company, commodity trading company, or precious metal dealer.

12. **“Financial related product or service”** means any product or service represented, directly or by implication, to:

1. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, credit, debit, or stored value cards;
2. improve, or arrange to improve, any consumer’s credit record, credit history, or credit rating;
3. provide advice or assistance to any consumer with regard to any activity or service the purpose of which is to improve a consumer’s credit record, credit history, or credit rating;
4. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving, a loan or other extension of credit; or
5. provide any consumer, arrange for any consumer to receive, or assist any consumer in receiving any service represented, expressly or by implication, to renegotiate, settle, or in any way alter the terms of payment or other terms of the debt between a consumer and one or more secured creditors, servicers, or debt collectors.

13. **“Material”** means likely to affect a person’s choice of, or conduct regarding, goods or services.

14. **“National Do Not Call Registry”** means the National Do Not Call Registry, which is the “do-not-call” registry maintained by the Federal Trade Commission pursuant to

16 C.F.R. § 310.4(b)(1)(iii)(B).

15. **“Outbound telephone call”** means a telephone call initiated by a telemarketer to induce the purchase of goods or services or to solicit a charitable contribution.

16. **“Person”** means a natural person, an organization or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

17. **“Plaintiff”** means the Federal Trade Commission (“Commission” or “FTC”).

18. **“Representatives”** means Stipulating Defendants’ officers, agents, servants, and employees, and other persons in active concert or participation with any of them who receive actual notice of this Order by personal service or otherwise.

19. **“Seller”** means any person who, in connection with a telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration, whether or not such person is under the jurisdiction of the Federal Trade Commission.

20. **“Telemarketer”** means any person who, in connection with telemarketing, initiates or receives telephone calls to or from a customer or donor.

21. **“Telemarketing”** means a plan, program, or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310) which is conducted to induce the purchase of goods or services or a charitable contribution by use of one or more telephones.

ORDER

I. PERMANENT BAN ON MARKETING DEBT RELIEF SERVICES

IT IS FURTHER ORDERED that Stipulating Defendants, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from engaging in, participating in, or assisting others in the marketing, telemarketing, advertising, promotion, offering for sale, or sale of Debt Relief Services.

**II. PROHIBITED PRACTICES RELATING TO
FINANCIAL RELATED PRODUCTS OR SERVICES**

IT IS FURTHER ORDERED that Stipulating Defendants and their Representatives, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, or any of them, in connection with the advertising, marketing, promotion, offering for sale or sale of any financial related product or service, are hereby permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:

- A. Any person's ability to improve or otherwise affect a consumer's credit record, credit history, or credit rating or ability to obtain credit;
- B. That any person can improve substantially any consumer's credit record, credit history, or credit rating by permanently removing negative information from the consumer's credit record, credit history, or credit rating, even where such information is

accurate and not obsolete;

C. That any person can obtain a modification of any loan or mortgage or postpone or cancel the foreclosure of any property by renegotiating, settling, or in any other way altering the terms of payment or other terms of the debt between a consumer and one or more secured creditors, servicers, or debt collectors; or

D. That a consumer will receive legal representation.

III. PROHIBITED PRACTICES RELATING TO ANY GOODS OR SERVICES

IT IS FURTHER ORDERED that Stipulating Defendants and their Representatives, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, or any of them, in connection with the advertising, marketing, promotion, offering for sale or sale of any good, service, plan, or program, are hereby permanently restrained and enjoined from:

A. Misrepresenting, or assisting others in misrepresenting, expressly or by implication, any material fact, including but not limited to:

1. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy, 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;

2. That any person is affiliated with, endorsed or approved by, or otherwise connected to any other person; government entity; public, non-profit, or other non-commercial program; or any other program;

3. The total costs to purchase, receive, or use, or the quantity of, the good or service;

4. Any material restriction, limitation, or condition on purchasing, receiving, or using the good or service; and

5. Any material aspect of the performance, efficacy, nature, or characteristics of the good or service; and

B. Engaging in, causing other persons to engage in, or assisting other persons to engage in, violations of the TSR, including, but not limited to:

1. Misrepresenting, expressly or by implication, any material fact, including, but not limited to:

a. Any material aspect of the performance, efficacy, nature, or central characteristics of the good or service; or

b. Any material aspect of the nature or terms of any refund, cancellation, exchange, or repurchase policy for the good or service.

2. Initiating any outbound telephone call to any person at a telephone number on the National Do Not Call Registry unless the seller proves that:

a. The seller has obtained the express agreement, in writing, of such person to place calls to that person. Such written agreement shall clearly evidence such person's authorization that calls made by or on behalf of a specific party may be placed to that person, and shall include the telephone number to which the calls may be placed and the signature of that person; or

b. The seller has an established business relationship with such person and that person has not previously stated that he or she does not wish to receive outbound telephone calls made by or on behalf of the seller.

3. Initiating any outbound telephone call to a person when that person has previously stated that he or she does not wish to receive outbound telephone calls made by or on behalf of either a seller whose goods or services are being offered, or a charitable organization for which a charitable contribution is being solicited.

4. Abandoning, or causing others to abandon, any outbound telephone call to a person by failing to connect the call to a live operator within two seconds of the person's completed greeting, unless Stipulating Defendants or their Representatives prove that the following four conditions are met:

a. Stipulating Defendants and their Representatives employ technology that ensures abandonment of no more than three percent of all calls answered by a person, measured over the duration of a single calling campaign, if less than thirty days, or separately over each successive 30-day period or portion thereof that the campaign continues;

b. Stipulating Defendants and their Representatives, for each telemarketing call placed, allow the telephone to ring for at least fifteen seconds or four rings before disconnecting an unanswered call;

c. Whenever a live operator is not available to speak with the person answering the call within two seconds after the person's completed greeting, Stipulating Defendants or their Representatives promptly play a recorded message that states

the name and telephone number of the seller on whose behalf the call was placed; and

d. Stipulating Defendants or their Representatives retain records, in accordance with 16 C.F.R. § 310.5 (b)-(d), establishing compliance with the preceding three conditions.

5. Failing to transmit or cause to be transmitted to any caller identification service in use by a recipient of a telemarketing call: (i) the telephone number of the telemarketer making the call, or the telephone number for customer service of the seller on whose behalf the call is made, and, (ii) when made available by the telemarketer's carrier, the name of the telemarketer or seller to any caller identification service in use by a recipient of a telemarketing call;

6. Failing to disclose truthfully, promptly and in a clear and conspicuous manner the identity of the seller, that the purpose of the call is to sell goods or services, and the nature of the goods or services; and

7. Initiating any outbound telephone call that delivers a prerecorded message, other than a prerecorded message permitted for compliance with the call abandonment safe harbor in 16 C.F.R. § 310.4(b)(4)(iii), unless:

a. prior to making any such call to induce the purchase of any good or service, the seller has obtained from the recipient of the call an express agreement, in writing, that:

i. the seller obtained only after a clear and conspicuous disclosure that the purpose of the agreement is to authorize the seller to place prerecorded calls to such person;

ii. the seller obtained without requiring, directly or indirectly, that the agreement be executed as a condition of purchasing any good or service;

iii. evidences the willingness of the recipient of the call to receive calls that deliver prerecorded messages by or on behalf of a specific seller; and

iv. includes such person's telephone number and signature;

and

b. in any such call to induce the purchase of any good or service, the seller or telemarketer:

i. allows the telephone to ring for at least fifteen (15) seconds or four (4) rings before disconnecting an unanswered call; and

ii. within two (2) seconds after the completed greeting of the person called, plays a prerecorded message that promptly provides the disclosures required by 16 C.F.R. § 310.4(d) or (e), followed immediately by a disclosure of one or both of the following:

(A) in the case of a call that could be answered in person by a consumer, that the person called can use an automated interactive voice and/or keypress-activated opt-out mechanism to assert a Do Not Call request pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(A) at any time during the message. The mechanism must:

(1) automatically add the number called to the seller's entity-specific Do Not Call list;

(2) once invoked, immediately disconnect the call;

(3) be available for use at any time during the message; and

(B) in the case of a call that could be answered by an answering machine or voicemail service, that the person called can use a toll-free number to assert a Do Not Call request pursuant to 16 C.F.R. § 310.4(b)(1)(iii)(A). The number provided must connect directly to an automated interactive voice or keypress-activated opt-out mechanism that:

(1) automatically adds the number called to the seller's entity-specific Do Not Call list;

(2) immediately thereafter disconnects the call; and is accessible at any time throughout the duration of the telemarketing campaign; and

(3) complies with all other requirements of the Telemarketing Sales Rule and other applicable federal and state laws.

Provided, however, that if the Commission promulgates any rule that modifies or supersedes the Telemarketing Sales Rule, in whole or part, Stipulating Defendants shall comply fully and completely with all applicable requirements thereof, on and after the effective date of any such rule.

IV. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment is hereby entered in favor of the Commission, and against Stipulating¹ Defendants, jointly and severally, for equitable monetary relief, including, but not limited to, consumer redress, in the amount of Four Million, Nine Hundred Thirty One Thousand, Six Hundred Twenty U.S. Dollars (\$4,931,620), the total amount of consumer injury caused by the activities alleged in the Commission's Complaint; *provided, however*, that, subject to the conditions set forth in Section V of this Order, the Judgment for equitable monetary relief shall be suspended under the following conditions: (1) as to Stipulating Defendant Thriller Marketing, LLC ("Thriller"), upon the satisfaction of the obligations imposed by Subsections B through D of this Section; (2) as to Stipulating Defendant Dwayne J. Martins ("Defendant Martins"), upon the satisfaction of the obligations imposed by Subsections B and D of this Section; and (3) as to Stipulating Defendant John L. Franks Jr. ("Defendant Franks"), upon the satisfaction of the obligations imposed by Subsections C and D of this Section;

B. Defendant Martins shall immediately take specific steps, as set forth below, to sell all interest in the 2005 BMW 645 VIN WBAEK73455B324478 ("BMW") listed on the December 5, 2009 financial statement that Defendant Martins provided to the FTC:

1. Defendant Martins shall immediately place the BMW for sale through an appropriate broker or automobile listing service at the direction of the Commission;
2. Defendant Martins shall notify counsel for the Commission of the amount of any offer to purchase the BMW immediately upon receiving each such offer.

Acceptance of any such offer shall be in the Commission's sole discretion;

3. Within three (3) business days of receipt of net proceeds from the sale of all interest in the BMW, Defendant Martins shall cause to be wired to the Commission the net proceeds from the sale in accordance with instructions provided by the Commission, and Defendant Martins shall identify the name and address of the purchaser of the BMW;

4. Defendant Martins agrees that, prior to the sale required by this Subsection, he will maintain insurance on the BMW in an amount of not less than the full replacement value of the vehicle. In the event that the BMW suffers any loss or damage covered by such insurance policy, Defendant Martins shall make such claims as are permitted by the insurance policy and shall assign or remit any insurance payment he receives as a result of such loss or damage to the Commission; and

5. To secure his performance under this Subsection B, Defendant Martins hereby grants to the Commission a lien on, and security interest in, the BMW, which terminates upon sale of the vehicle.

C. Defendant Franks shall immediately take specific steps, as set forth below, to sell all interest in the two properties located, respectively, at 4862 West Gandy Boulevard, Tampa, Florida 33611, Parcel ID A-08-30-18-3XL-C00000-00028.0 ("4862 Gandy"), and 4868 West Gandy Boulevard, Tampa, Florida 33611, Parcel ID A-08-30-18-3XL-C00000-00029.0 ("4868 Gandy"), listed on the December 8, 2009 financial statement that Defendant Franks provided to the FTC:

1. Defendant Franks shall sell 4862 Gandy and 4868 Gandy upon terms and conditions acceptable to the FTC. Defendant Franks shall promptly comply with all

reasonable requests from the FTC related to those sales, including, but not limited to, signing listing contracts with real estate agents, keeping the properties in good repair, keeping the properties in conditions suitable for showing to prospective purchasers, signing contracts for the sale of the properties, and signing all documents necessary or appropriate for the transfer of the properties to new buyers;

2. If, after nine (9) months from the date of entry of this Order, all interests in 4862 Gandy and 4868 Gandy have not been sold, Defendant Franks shall immediately retain an auction company and direct it to sell all remaining interests in the properties at a public auction, *provided that*, Defendant Franks first obtains from counsel for the FTC written approval of the auction company and of the terms that Defendant Franks establishes for the auction, which approval shall not be unreasonably withheld;

3. All net proceeds shall be paid to the FTC within ten (10) days of the sale or auction of each property. Any sheriff, title company, or other person involved in such a sale or auction may rely on this Order as authority to deliver the net proceeds to the FTC;

4. To secure his performance under this Subsection C, Defendant Franks hereby grants to the Commission liens on and security interests in 4862 Gandy and 4868 Gandy. Defendant Franks represents and acknowledges that the Commission is relying on the material representations that Defendant Franks is the sole owner of 4862 Gandy and 4868 Gandy, and that the properties are not encumbered by any mortgages; and

5. Defendant Franks expressly agrees that neither 4862 Gandy nor 4868 Gandy are homestead properties.

D. Stipulating Defendants shall cooperate fully with the Commission and be responsible for preparing, executing, and recording the necessary documents and doing whatever else the Commission deems necessary or desirable to perfect and evidence its liens on and security interests in the vehicles and real properties identified in Subsections B and C of this Section. Stipulating Defendants shall be responsible for paying all costs relating to the preparation, execution, delivery, filing, recording, and termination of the liens and security interests granted herein;

E. Time is of the essence for the payments specified above. In the event of any default by a Stipulating Defendant on any obligation imposed upon him under this Section, including, but not limited to, the failure to timely and completely fulfill his payment obligations:

1. The judgment imposed herein will not be suspended as to the defaulting Stipulating Defendant and Thriller, and the full amount of that Judgment (\$4,931,620) shall immediately become due and payable by the defaulting Stipulating Defendant and Thriller, plus interest from the date of entry of this Order pursuant to 28 U.S.C. § 1961, as amended, less any amounts already paid; and

2. The Commission shall be entitled to immediately exercise any and all rights and remedies against the defaulting Stipulating Defendant and Thriller, and their assets, to collect the full amount of the judgment and interest thereon, less any amounts already paid;

F. All funds paid pursuant to this Order shall be deposited into a fund administered by the Commission or its agent to be used for equitable relief, including, but

not limited to, consumer redress, and any attendant expenses for the administration of such equitable relief. Stipulating Defendants shall cooperate fully to assist the Commission in identifying consumers who may be entitled to redress pursuant to this Order. If the Commission determines, in its sole discretion, that direct redress to consumers is wholly or partially impracticable or funds remain after 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. Stipulating Defendants shall have no right to challenge the Commission's choice of remedies under this Part. Stipulating Defendants shall have no right to contest the manner of distribution chosen by the Commission. This judgment for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment, or forfeiture;

G. In accordance with 31 U.S.C. § 7701, as amended, Stipulating Defendants are hereby required, unless they already have done so, to furnish to the Commission their respective taxpayer identifying numbers (social security numbers or employer identification numbers), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of the Stipulating Defendants' relationship with the government. Individual Defendants are further required, unless they already have done so, to provide the Commission with clear, legible and full-size photocopies of all valid driver's licenses that they possess, which will be used for reporting and compliance purposes;

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

I. Stipulating 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. Stipulating Defendants further stipulate and agree that the facts alleged in the Complaint establish all elements necessary to sustain an action pursuant to, and that this Order shall have collateral estoppel effect for purposes of Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A); and

J. Proceedings instituted under this Section are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings the Commission may initiate to enforce this Order.

V. RIGHT TO REOPEN

IT IS FURTHER ORDERED that:

A. Plaintiff's agreement to this Order is expressly premised upon the truthfulness, accuracy, and completeness of the Stipulating Defendants' financial condition, as represented in the Financial Statement of Individual Defendant signed by Dwayne J. Martins on December 5, 2009, the Financial Statement of Individual Defendant signed by John L. Franks Jr. on December 8, 2009, and the Financial Statement of Corporate Defendant signed by Dwayne J. Martins on behalf of Thriller Marketing, LLC on December 5, 2009,

which contain material information upon which Plaintiff relied in negotiating and agreeing to the terms of this Order;

B. If, upon motion of the FTC, the Court finds that any Stipulating Defendant failed to disclose any material asset, materially misrepresented the value of any asset, or made any other material misrepresentation in or omission from his or its financial statement or supporting documents, the Court will lift the suspension of the judgment against such Stipulating Defendant, in favor of the Commission, and the entire judgment, less any amount previously paid, shall become immediately due and payable as to that Stipulating Defendant. *Provided, however,* that, in all other respects, this Order shall remain in full force and effect, unless otherwise ordered by the Court; and

C. Any proceedings instituted under this Section shall be in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including, but not limited to, contempt proceedings, or any other proceedings that the Commission or the United States might initiate to enforce this Order. For purposes of this Section, Stipulating Defendants waive any right to contest any of the allegations in the Commission's Complaint.

VI. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Stipulating Defendants and their Representatives are permanently restrained and enjoined from:

A. disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), of any person which any Defendant obtained prior

to entry of this Order in connection with the marketing of any debt relief service or telemarketing call delivering a prerecorded message; 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. PROHIBITION ON COLLECTING ON ACCOUNTS

IT IS FURTHER ORDERED that Stipulating Defendants and their Representatives, whether acting directly, or through any trust, corporation, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from attempting to collect, collecting, or assigning any right to collect payment from any consumer who purchased or agreed to purchase any Defendant's debt relief service.

VIII. DISSOLUTION OF ASSET FREEZE

IT IS FURTHER ORDERED that:

A. The freeze on the assets of Stipulating Defendant Martins shall remain in effect until he has taken all of the actions required by Section IV above, *provided, however,* that Stipulating Defendant Martins, with the express written consent of counsel for the

Commission, may transfer funds to the extent necessary to make all payments required by Section IV. Once Stipulating Defendant Martins has fully complied with the requirements of Section IV, the freeze against the assets of Stipulating Defendant Martins shall be lifted permanently; and

B. The freeze on the assets of Stipulating Defendant Franks shall be lifted permanently upon the entry of this Order, *provided, however*, that the freeze over the properties listed in Subsection C of Section IV remains in effect until he has taken all of the actions required by that subsection.

A financial institution shall be entitled to rely upon a letter from Plaintiff stating that the freeze on the assets of Stipulating Defendants has been lifted.

With respect to all Defendants other than Stipulating Defendants, the asset freeze shall remain in full force and effect.

IX. RECEIVERSHIP

IT IS FURTHER ORDERED that Robb Evans & Associates LLC, which has served as Temporary Equity Receiver over Thriller, pursuant to Section VII of the Temporary Restraining Order entered on November 30, 2009 ("TRO"), and extended thereafter, is appointed Permanent Equity Receiver ("Receiver") over Thriller and any of its affiliates, subsidiaries, divisions, or telephone sales operations, wherever located, with the full power of an equity receiver, and shall retain all the powers spelled out in Section VII of the TRO. The Receiver shall complete liquidation of all assets of Thriller. Upon liquidation of the assets of Thriller, the Receiver shall submit his final report and application for fees and expenses relating to the receivership over Thriller, and upon approval of the same by the

Court, shall pay any remaining funds to the FTC. Upon the Court's approval of the Receiver's final report as to Thriller, and the payment of any remaining funds to the FTC under this Section, the Receivership over Thriller shall be terminated. Pursuant to the Preliminary Injunction entered on December 17, 2009 as to Alpha Financial Debt Group Inc. and the Stipulated Preliminary Injunction entered on January 28, 2010 as to 2145183 Ontario Inc., The Dynamic Financial Group (U.S.A.) Inc., R & H Marketing Concepts, Inc., and America Freedom Advisors Inc., receiverships over the other Corporate Defendants shall remain in full force and effect.

X. MONITORING COMPLIANCE OF SALES PERSONNEL

IT IS FURTHER ORDERED that, in connection with any business: (1) where a Stipulating Defendant is the majority owner of the business or directly or indirectly controls the business; and (2) where the business is engaged in, or is assisting others engaged in, the advertising, marketing, promotion, offering for sale, sale, or provision of any product or service, such Stipulating Defendant and its Representatives, whether acting directly or through any person, business entity, trust, corporation, partnership, limited liability company, subsidiary, division, or other device, or any of them, are hereby permanently restrained and enjoined from:

A. Failing to take reasonable steps sufficient to monitor and ensure that all employees and independent contractors engaged in sales or other customer service functions comply with Sections I-III of this Order. These steps shall include adequate monitoring of sales presentations and telephone calls with consumers, and shall also include, at a minimum, the following: (1) listening to the oral representations made by persons engaged in sales or

other customer service functions; (2) establishing a procedure for receiving and responding to consumer complaints; and (3) ascertaining the number and nature of consumer complaints regarding transactions in which each employee or independent contractor is involved;

B. Failing promptly to investigate fully any consumer complaint received by any business to which this Section applies; and

C. Failing to take adequate corrective action with respect to any employee or independent contractor whom such Defendant determines is not complying with this Order. This corrective action may include training, disciplining, and/or terminating such employee or independent contractor.

XI. 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 Stipulating Defendants' 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, Stipulating 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 Stipulating 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 Fed. R. Civ. P. 30, 31, 33, 34, 36, 45 and 69;

2. having its representatives pose as consumers and suppliers to Stipulating Defendants, their employees, or any other entity managed or controlled in whole or in part by any Stipulating Defendant, without the necessity of identification or prior notice; and

C. Stipulating 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)).

XII. 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. Defendants Martins and Franks 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. Stipulating Defendants shall notify the Commission of any changes in structure of any Corporate Defendant or any business entity that any Stipulating 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 Stipulating Defendant learns less than thirty (30) days prior to the date such action is to take place, such Stipulating 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, Stipulating 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 Defendants Martins and Franks:
 - 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 Stipulating 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 Stipulating 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, Stipulating Defendants shall, unless otherwise directed by the Commission's authorized representatives, send by overnight courier all reports and notifications required by this Order to the Commission, to the following address:

Associate Director for Enforcement
Bureau of Consumer Protection
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
Re: FTC v. 2145183 Ontario Inc., et al., No. 09-CV-7423.

Provided that, in lieu of overnight courier, Stipulating Defendants may send such reports or notifications by first-class mail, but only if Stipulating 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 Stipulating Defendant.

XIII. RECORD KEEPING PROVISIONS

IT IS FURTHER ORDERED that, for a period of six (6) years from the date of entry of this Order, Stipulating 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."

XIV. DISTRIBUTION OF ORDER

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

A. Defendant Thriller: Thriller 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 subject matter of the Order; 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. Defendant Martins or Franks as control person: For any business that Defendant Martins or Franks 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 conduct related to the subject matter of the Order; 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. Defendant Martins or Franks as employee or non-control person: For any business where Defendant Martins or Franks is not a controlling person of a business but otherwise engages in conduct related to the subject matter of the Order, such Defendant must deliver a copy of this Order to all principals and managers of such business before engaging in such conduct.

D. Stipulating 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.

XV. ACKNOWLEDGMENT OF RECEIPT OF ORDER

IT IS FURTHER ORDERED that each Stipulating 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, in the form shown on **Attachment A** to this Order, acknowledging receipt of this Order.

XVI. COOPERATION WITH FTC COUNSEL

IT IS FURTHER ORDERED that Stipulating Defendants shall, in connection with this action or any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC's Complaint, cooperate in good faith with the FTC and appear or cause its officers, employees, representatives, or agents to appear at such

places and times as the FTC shall reasonably request, after written notice, for interviews, conferences, pretrial discovery, review of documents, and for such other matters as may be reasonably requested by the FTC. If requested in writing by the FTC, Stipulating Defendants shall appear or cause its officers, employees, representatives, or agents to appear and provide truthful testimony in any trial, deposition, or other proceeding related to or associated with the transactions or the occurrences that are the subject of the Complaint, without the service of a subpoena.

XVII. SEVERABILITY

IT IS FURTHER ORDERED that the provisions of this Order are separate and severable from one another. If any provision is stayed or determined to be invalid, the remaining provisions shall remain in full force and effect.

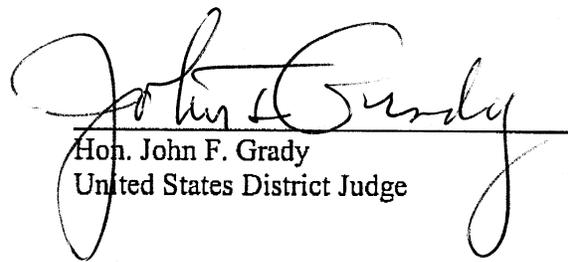
XVIII. RETENTION OF JURISDICTION

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

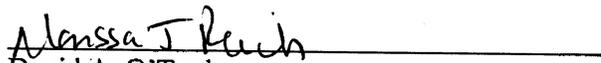
JUDGMENT IS THEREFORE ENTERED in favor of the Plaintiff and against Stipulating Defendants, pursuant to all the terms and conditions recited above.

IT IS SO ORDERED.

Dated: April 27, 2011


Hon. John F. Grady
United States District Judge

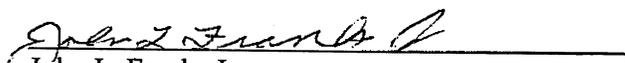
SO STIPULATED AND AGREED:


David A. O'Toole
Marissa J. Reich
Attorneys for Plaintiff
Federal Trade Commission

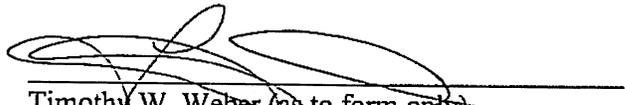
Date: April 8, 2011


Dwayne J. Martins, individually and on behalf
of Thriller Marketing, LLC

Date: 9/15/10


John L. Franks Jr.

Date: 9/14/10


Timothy W. Weber (as to form only)
Attorney for Defendants Thriller Marketing, LLC,
Dwayne J. Martins, and John L. Franks Jr.

Date: 9/14/10

ATTACHMENT A

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

_____)	
FEDERAL TRADE COMMISSION,)	
)	Case No. 09 7423
Plaintiff,)	Judge John F. Grady
)	Mag. Judge Martin C. Ashman
v.)	
)	
2145183 ONTARIO, INC., also d/b/a)	
DYNAMIC FINANCIAL RESOLUTIONS INC.,)	
an Ontario corporation, <i>et al.</i>)	
)	
Defendants.)	
_____)	

AFFIDAVIT ATTESTING TO RECEIPT OF STIPULATED
FINAL JUDGMENT AND ORDER FOR PERMANENT INJUNCTION

I, _____, being duly sworn, hereby state and affirm as follows:

1. My name is _____. I am a citizen of _____ and am over the age of eighteen. I have personal knowledge of the facts set forth in this affidavit.

2. I am a Defendant in *FTC v. 2145183 Ontario Inc., et al.*, Case No. 09 C 7423 (United States District Court for the Northern District of Illinois).

3. My current employer is _____. My current business address is _____. My current

business telephone number is _____. My current residential address is _____, My current residential telephone number is _____.

4. The current business address of Defendant _____ is _____, The current business telephone number of Defendant _____ is _____.

5. On _____ [Date], I received a copy of the Stipulated Final Judgment and Order for Permanent Injunction Against Defendants Thriller Marketing, LLC, Dwayne J. Martins, and John L. Franks Jr., which was signed by the Honorable John F. Grady and entered by the Court on _____ [Date of Entry of the Order]. A true and correct copy of the Order I received is appended to this Affidavit.

6. On _____ [Date], Thriller Marketing, LLC received a copy of the Stipulated Final Judgment and Order for Permanent Injunction Against Defendants Thriller Marketing, LLC, Dwayne J. Martins, and John L. Franks Jr., which was signed by the Honorable John F. Grady and entered by the Court on _____ [Date of Entry of the Order]. A true and correct copy of the Order it received is appended to this Affidavit.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on _____ [Date], at _____ [City, State or Province, and Country].

State of _____, City of _____
Defendant Name _____

Subscribed and sworn to before me
this ____ day of _____, 2010.

Notary Public
My Commission Expires: