

MADE JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

FEDERAL TRADE COMMISSION,
Plaintiff
v.
BURNLOUNGE, INC., et al.,
Defendants.

Case No. CV 07-3654 GW FMOx

**FINAL JUDGMENT AND ORDER
FOR PERMANENT INJUNCTION
AND OTHER EQUITABLE RELIEF
AGAINST DEFENDANTS
BURNLOUNGE, INC., JUAN
ALEXANDER ARNOLD, JOHN
TAYLOR AND ROB DEBOER**

On June 6, 2007, the Plaintiff, Federal Trade Commission (“FTC” or “Commission”) filed a Complaint for Injunctive and Other Equitable Relief against BurnLounge, Inc., Juan Alexander Arnold, John Taylor, Rob DeBoer and Scott Elliot pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b), alleging that they had engaged in deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a). A settlement was agreed upon between the Commission and Defendant Scott Elliot, and the Court entered a stipulated final order for permanent injunction and other equitable relief against him (Docket No. 248) on June 16, 2008.

As to the remaining defendants, the matter proceeded to a nine-day bench trial between December 9, 2008 and December 22, 2008. On March 30, 2009, the Court held a hearing to allow the parties to present closing arguments. On July 1,

1 2011, the Court issued a Statement of Decision (Docket No. 431) finding by a
2 preponderance of evidence that BurnLounge, Inc., Juan Alexander Arnold, John
3 Taylor, and Rob DeBoer had violated Section 5 of the FTC Act, and that
4 permanent injunctive and equitable monetary relief was warranted pursuant to 15
5 U.S.C. §§ 45 and 53. The Court directed Plaintiff to resubmit an amended
6 proposed order conforming to the Court's Statement of Decision.

7 Based on the record established in this matter and for reasons set forth in the
8 Court's Statement of Decision, it is hereby **ORDERED, ADJUDGED AND**
9 **DECREED:**

10 **DEFINITIONS**

11 For purposes of this Final Judgment and Order for Permanent Injunction and
12 Other Equitable Relief (hereinafter "Final Order"), the following definitions shall
13 apply:

14 1. "Business opportunity" means:

15 (a) A commercial arrangement in which the seller solicits a
16 prospective purchaser to enter into a new business;

17 (b) The prospective purchaser makes a required payment; and

18 (c) The seller, expressly or by implication, orally or in writing,
19 represents that the seller or one or more designated persons
20 will:

21 (i) Provide locations for the use or operation of equipment,
22 displays, vending machines, or similar devices, owned,
23 leased, controlled or paid for by the purchaser;

24 (ii) Provide outlets, accounts, or customers, including, but
25 not limited to, Internet outlets, accounts, or customers,
26 for the purchaser's goods or services; or

27 (iii) Buy back any or all of the goods or services that the
28 purchaser makes, produces, fabricates, grows, breeds,

1 modifies, or provides, including but not limited to
2 providing payment for such services as, for example,
3 stuffing envelopes from the purchaser's home.

- 4 2. "Business Venture" means any written or oral business arrangement,
5 however denominated, that is a business opportunity, franchise, or that
6 consists of the payment of any consideration in exchange for: (a) the
7 right or means to offer, sell, or distribute goods or services (regardless
8 of whether identified by a trademark, service mark, trade name,
9 advertising or other commercial symbol); and (b) more than nominal
10 assistance to any person or entity in connection with or incident to the
11 establishment, maintenance, or operation of a new business, or the
12 entry by an existing business into a new line or type of business.
- 13 3. "Consumer" means an actual or potential purchaser, customer,
14 subscriber, or natural person.
- 15 4. "Defendant BurnLounge" means Defendant BurnLounge, Inc., and its
16 successors and assigns.
- 17 5. "Defendant Arnold" means Defendant Juan Alexander Arnold.
- 18 6. "Defendant Taylor" means Defendant John Taylor, whose legal name
19 is John Marcus Taylor.
- 20 7. "Defendant DeBoer" means Defendant Rob DeBoer, whose legal
21 name is Robert Edwards DeBoer.
- 22 8. "Defendants" means Defendants BurnLounge, Inc., Juan Alexander
23 Arnold, John Taylor and Rob DeBoer.
- 24 9. "Individual Defendants" means Defendants Arnold, Taylor and
25 DeBoer.
- 26 10. The term "document" is synonymous in meaning and equal in scope to
27 the usage of the term in Federal Rule of Civil Procedure 34(a), and
28 includes writings, drawings, graphs, charts, photographs, audio and

1 video recordings, electronically stored information, computer records,
2 and other data compilations from which information can be obtained
3 and translated, if necessary, through detection devices into reasonably
4 usable form. A draft or non-identical copy is a separate document
5 within the meaning of the term.

- 6 11. "Franchise" means any continuing commercial relationship or
7 arrangement, whatever it may be called, in which the terms of the
8 offer or contract specify, or the franchise seller promises or represents,
9 orally or in writing, that: (a) the franchisee will obtain the right to
10 operate a business that is identified or associated with the franchisor's
11 trademark, or to offer, sell, or distribute goods, services, or
12 commodities that are identified or associated with the franchisor's
13 trademark; (b) the franchisor will exert or has authority to exert a
14 significant degree of control over the franchisee's method of
15 operation, or provide significant assistance in the franchisee's method
16 or operation; and (c) as a condition of obtaining or commencing
17 operation of the franchise, the franchisee makes a required payment or
18 commits to make a required payment to the franchisor or its affiliate.
- 19 12. "Franchisee" means any person who is granted a franchise.
- 20 13. "Franchise seller" means a person that offers for sale, sells, or
21 arranges for the sale of a franchise.
- 22 14. "Franchisor" means any person who grants a franchise and
23 participates in the franchise relationship.
- 24 15. "Material fact" means any fact likely to affect a person's choice of, or
25 conduct regarding, goods, services, or business ventures.
- 26 16. "Multi-level Marketing Program" means any marketing program in
27 which participants pay money to the program promoter in return for
28 which the participants obtain the right to: (a) recruit additional

1 participants, or have additional participants placed by the promoter or
2 any other person into the program participant's downline, tree,
3 cooperative, income center, or other similar program grouping; (b) sell
4 goods or services; and (c) receive payment or other compensation, in
5 whole or in part, based upon the sales of those in the participants
6 downline, tree, cooperative, income center or similar program
7 grouping.

8 17. "New business" means a business in which the prospective purchaser
9 is not currently engaged, or a new line or type of business.

10 18. "Participating in any prohibited marketing scheme" includes, but is
11 not limited to, promoting, marketing, advertising, offering for sale, or
12 selling, or assisting others in the offering for sale or selling the right to
13 participate in, the prohibited marketing scheme, as well as acting or
14 serving as an officer, director, employee, salesperson, agent,
15 shareholder, advisor, consultant, independent contractor, or
16 distributor, or acting as a speaker or spokesperson on behalf of, any
17 prohibited marketing scheme.

18 19. "Prohibited Marketing Scheme" means a pyramid sales scheme, Ponzi
19 scheme, chain marketing scheme, or other marketing plan or program
20 in which participants pay money or valuable consideration in return
21 for which they obtain the right to receive rewards for recruiting other
22 participants into the program, and those rewards are unrelated to the
23 sale of products or services to ultimate users. For purposes of this
24 definition, "sale of products or services to ultimate users" does not
25 include sales to other participants or recruits or to the participants'
26 own accounts.

27 20. "Trademark" means trademarks, service marks, names, logos, and
28 other commercial symbols.

1 **ORDER**

2 **I. Prohibited Marketing Schemes**

3 IT IS THEREFORE ORDERED that each Defendant and their officers,
4 agents, servants, employees, and attorneys, and those persons in active concert or
5 participation with them who receive actual notice of this Final Order by personal
6 service or otherwise, whether acting directly or through any entity, corporation,
7 subsidiary, division, or other device, are permanently restrained and enjoined from
8 engaging, participating, or assisting in any manner or capacity whatsoever, in any
9 Prohibited Marketing Scheme.

10 **II. Prohibited Representations**

11 IT IS FURTHER ORDERED that, in connection with the advertising,
12 promotion, offering for sale, or sale, or assisting others in the advertising,
13 promotion, offering for sale, or sale of any Multi-level Marketing Program or
14 Business Venture, each Defendant and their officers, agents, servants, employees,
15 and attorneys, and those persons in active concert or participation with them who
16 receive actual notice of this Final Order by personal service or otherwise, whether
17 acting directly or through any entity, corporation, subsidiary, division, or other
18 device, are permanently restrained and enjoined from making, expressly or by
19 implication, orally or in writing, any false or misleading statement or
20 misrepresentation of material fact including, but not limited to, the following:

21 A. Misrepresentations about the amount of sales, income, or profits that a
22 participant in such Multi-level Marketing Program or Business Venture can
23 reasonably expect to achieve;

24 B. Misrepresentations about the amount of sales, income, or profits that a
25 participant or participants in such Multi-level Marketing Program or Business
26 Venture have actually achieved;

27 C. Misrepresentations about the profitability of participating in such
28 Multi-level Marketing Program or Business Venture

1 D. Misrepresentations that a person who participates in such Multi-level
2 Marketing Program or Business Venture can reasonably expect to recoup his or her
3 investment;

4 E. Misrepresentations of any reward offered to or earned by participants
5 in such Multi-level Marketing Program or Business Venture;

6 F. Misrepresentations of the legality of such Multi-level Marketing
7 Program or Business Venture; and

8 G. Misrepresentations of any material aspect of the performance,
9 efficacy, nature, or central characteristic of any good or service offered for sale
10 through such Multi-level Marketing Program or Business Venture.

11 **III. Prohibition Against Material Omissions**

12 IT IS FURTHER ORDERED that, in connection with the advertising,
13 promotion, offering for sale, or sale, or assisting others in the advertising,
14 promotion, offering for sale, or sale of any Multi-level Marketing Program or
15 Business Venture, each Defendant and their officers, agents, servants, employees,
16 and attorneys, and those persons in active concert or participation with them who
17 receive actual notice of this Final Order by personal service or otherwise, whether
18 acting directly or through any entity, corporation, subsidiary, division, or other
19 device, are hereby permanently restrained and enjoined from failing to disclose,
20 clearly and conspicuously, to any participant or prospective participant in any
21 Multi-level Marketing Program or Business Venture to whom any earnings, profits
22 or sales volume claims have been made:

23 A. The number and percentage of participants in the Multi-level
24 Marketing Program or Business Venture who have earned, profited or sold at least
25 the amount represented; and

26 B. The number and percentage of participants in the Multi-level
27 Marketing Program or Business Venture who have made a profit through their
28 participation in the Multi-level Marketing Program or Business Venture.

1 **IV. Equitable Monetary Relief**

2 IT IS FURTHER ORDERED that:

3 A. Judgment is hereby entered in favor of the Commission and against
4 Defendants BurnLounge and Arnold, jointly and severally, in the amount of
5 sixteen million two hundred forty-five thousand seven hundred ninety-nine dollars
6 and seventy cents (\$16,245,799.70), to be utilized to directly reimburse
7 consumers who were injured by the BurnLounge pyramid scheme, except as
8 provided for in Section V.A. The judgment shall be paid to the Commission within
9 ten (10) days of entry of this Final Order. Full payment of this sum shall fully
10 satisfy all monetary claims asserted by the Commission against Defendants
11 BurnLounge and Arnold in this matter. Within ten (10) days of entry of this Final
12 Order, in partial satisfaction of the judgment, Defendants Arnold and BurnLounge
13 shall do the following:

- 14 1. Defendant Arnold shall transfer to the Commission his interest
15 in 1430 N. Cahuega Partners, LP, and all rights and title to that
16 interest; and
17 2. Defendant BurnLounge shall:
18 a. Transfer to the Commission its membership interest in
19 Beatport LLC, and all rights and title to that membership
20 interest; and
21 b. Transfer to the Commission all funds owned by
22 BurnLounge or held on its behalf in banks or financial
23 institutions, or otherwise. These funds shall include, but
24 not be limited to, the \$72,076.68 and \$50,267.00 and any
25 interest earned thereon, that Defendant BurnLounge was
26 ordered to preserve, pursuant to the Court's Order of
27 August 4, 2008 [Docket No. 268].

28 B. Judgment is hereby entered in favor of the Commission and against

1 Defendant DeBoer in the amount of one hundred fifty thousand dollars
2 (\$150,000.00) as disgorgement. Defendant DeBoer shall disgorge that amount to
3 the Commission within ten (10) days of entry of this Final Order. Full payment of
4 this sum shall fully satisfy all monetary claims asserted by the Commission against
5 Defendant DeBoer in this matter.

6 C. Judgment is hereby entered in favor of the Commission and against
7 Defendant Taylor, in the amount of six hundred twenty thousand one hundred
8 thirty-nine dollars and sixty-four cents (\$620,139.64) as disgorgement. Defendant
9 Taylor shall disgorge that amount to the Commission within ten (10) days of entry
10 of this Final Order. Full payment of this sum shall fully satisfy all monetary claims
11 asserted by the Commission against Defendant Taylor in this matter.

12 D. The judgments entered pursuant to this Section are equitable monetary
13 relief, and are not fines, penalties, punitive assessments or forfeitures.

14 E. Defendants shall relinquish all dominion, control, and title to the
15 funds or assets paid or transferred pursuant to this Final Order to the fullest extent
16 permitted by law.

17 F. Pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C.
18 § 1681b(1), any consumer reporting agency may furnish consumer reports
19 concerning the Individual Defendants to the FTC, which shall be used for purposes
20 of collecting and reporting on any delinquent amount arising out of this Order.

21 **V. Administration of Funds Collected**

22 **IT IS FURTHER ORDER THAT:**

23 A. Any and all funds collected by Plaintiff pursuant to this Final Order,
24 shall be deposited into a fund administered by the Commission or its agent to be
25 used for consumer redress and any attendant expenses for the administration of any
26 redress fund. Defendants shall have no right to contest the manner of distribution
27 chosen by the Commission. The Commission in its sole discretion may use a
28 designated agent to administer consumer redress. If the Commission determines in

1 its sole discretion that redress to purchasers is wholly or partially impracticable, or
2 any funds collected from Defendants remain after the redress process is completed,
3 then any funds not used for redress or expenses attendant to the redress fund shall
4 be deposited in the United States Treasury as disgorgement.

5 B. Defendants shall cooperate fully to assist the Commission in
6 identifying consumers who may be entitled to redress pursuant to this Final Order.
7 The cooperation shall include, but not be limited to, providing Plaintiff a list of
8 each consumer who purchased a VIP, Exclusive or Basic package, and at any time
9 was a BurnLounge Mogul. As to each such consumer, Defendants shall provide
10 consumer contact information including the consumer's name, member and retailer
11 identification numbers, address, telephone numbers and e-mail addresses. This
12 consumer contact information shall be provided to Plaintiff within twenty (20)
13 days of entry of this Final Order in the form of a searchable electronic document
14 formatted in Microsoft Excel [.xls or .xlsx] or Microsoft Access [.mdb or .mdbx],
15 and supplied on CD-R CD ROM optical disks formatted to ISO 9660
16 specifications, DVD-ROM optical disks for Windows-compatible personal
17 computers, or USB 2.0 flash drives, or in such other electronic form as may be
18 agreed to in writing by Plaintiff.

19 **VI. Compliance Monitoring**

20 IT IS FURTHER ORDERED that, for the purpose of monitoring and
21 investigating compliance with any provision of this Final Order:

22 A. Within ten (10) days of receipt of written notice from a representative
23 of the Commission, Defendants each shall submit additional written reports, which
24 are true and accurate and sworn to under penalty of perjury; produce documents for
25 inspection and copying; appear for deposition; and provide entry during normal
26 business hours to any business location in each Defendant's possession or direct or
27 indirect control to inspect the business operation;

28 B. In addition, the Commission is authorized to use all other lawful

1 means, including but not limited to:

- 2 1. Obtaining discovery from any person, without further leave of
3 court, using the procedures prescribed by Fed. R. Civ. P. 30, 31,
4 33, 34, 36, 45 and 69;
- 5 2. Posing as consumers and suppliers to Defendants, their
6 employees, or any other entity managed or controlled in whole
7 or in part by any Defendant, without the necessity of
8 identification or prior notice; and

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

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

19 **VII. Compliance Reporting**

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

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

- 24 1. Each Individual Defendant shall notify the Commission of the
25 following:
 - 26 a. Any changes in such Defendant's residence, mailing
27 addresses, and telephone numbers, within ten (10) days
28 of the date of such change;

- 1 b. Any changes in such Defendant's employment status
2 (including self-employment), and any change in such
3 Defendant's ownership in any business entity, within ten
4 (10) days of the date of such change. Such notice shall
5 include the name and address of each business that such
6 Defendant is affiliated with, employed by, creates or
7 forms, or performs services for; a detailed description of
8 the nature of the business; and a detailed description of
9 such Defendant's duties and responsibilities in
10 connection with the business or employment; and
11 c. Any changes in such Defendant's name or use of any
12 aliases or fictitious names;

- 13 2. Defendant BurnLounge shall notify the Commission of any
14 changes in structure of Defendant BurnLounge or any business
15 entity that Defendant BurnLounge directly or indirectly
16 controls, or has an ownership interest in, that may affect
17 compliance obligations arising under this Final Order, including
18 but not limited to: incorporation or other organization; a
19 dissolution, assignment, sale, merger, or other action; the
20 creation or dissolution of a subsidiary, parent, or affiliate that
21 engages in any acts or practices subject to this Final Order; or a
22 change in the business name or address, at least thirty (30) days
23 prior to such change, provided that, with respect to any
24 proposed change in the business entity about which Defendant
25 BurnLounge learns less than thirty (30) days prior to the date
26 such action is to take place, Defendant BurnLounge shall notify
27 the Commission as soon as is practicable after obtaining such
28 knowledge.

1 B. One hundred eighty (180) days after the date of entry of this Final
2 Order and annually thereafter for a period of five (5) years, Defendants each shall
3 provide a written report to the FTC, which is true and accurate and sworn to under
4 penalty of perjury, setting forth in detail the manner and form in which they have
5 complied and are complying with this Final Order. This report shall include, but
6 not be limited to:

7 1. For each Individual Defendant:

8 a. Such Defendant's then-current residence address, mailing
9 addresses, and telephone numbers;

10 b. Such Defendant's then-current employment status
11 (including self-employment), including the name,
12 addresses, and telephone numbers of each business that
13 such Defendant is affiliated with, employed by, or
14 performs services for; a detailed description of the nature
15 of the business; and a detailed description of such
16 Defendant's duties and responsibilities in connection
17 with the business or employment; and

18 c. Any other changes required to be reported under
19 Subsection A of this Section.

20 2. For all Defendants:

21 a. A copy of each acknowledgment of receipt of this Final
22 Order, obtained pursuant to the Section titled
23 "Distribution of Order";

24 b. Any other changes required to be reported under
25 Subsection A of this Section.

26 C. Each Defendant shall notify the Commission of the filing of a
27 bankruptcy petition by such Defendant within fifteen (15) days of filing.

28 D. For the purposes of this Final Order, Defendants shall, unless

1 otherwise directed by the Commission's authorized representatives, send by
2 overnight courier all reports and notifications required by this Final Order to the
3 Commission, to the following address:

4 Associate Director for Enforcement
5 Federal Trade Commission
6 600 Pennsylvania Avenue, N.W., Room NJ-2122
7 Washington, D.C. 20580
8 RE: FTC v. BurnLounge, Inc.

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

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

16 **VIII. Record Keeping Provisions**

17 IT IS FURTHER ORDERED that, for a period of eight (8) years from the
18 date of entry of this Final Order, Defendants, in connection with advertising,
19 offering, marketing, promotion or sale of any multi-level marketing program or
20 business venture and their agents, employees, officers, corporations, and those
21 persons in active concert or participation with them who receive actual notice of
22 this Final Order by personal service or otherwise, are hereby restrained and
23 enjoined from failing to create and retain the following records:

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

26 B. Personnel records accurately reflecting: the name, address, and
27 telephone number of each person employed in any capacity by such business,
28 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;

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

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

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

9 F. All records and documents necessary to demonstrate full compliance
10 with each provision of this Final Order, including but not limited to, copies of
11 acknowledgments of receipt of this Final Order required by the Sections titled
12 "Distribution of Order" and "Acknowledgment of Receipt of Order" and all reports
13 submitted to the FTC pursuant to the Section titled "Compliance Reporting."

14 **IX. Distribution of Order**

15 IT IS FURTHER ORDERED that, for a period of five (5) years from the
16 date of entry of this Final Order, Defendants shall deliver copies of the Final Order
17 as directed below:

18 A. Defendant BurnLounge must deliver a copy of this Final Order to
19 (1) all of its principals, officers, directors, and managers; (2) all of its employees,
20 agents, and representatives who engage in conduct related to the subject matter of
21 the Final Order; and (3) any business entity resulting from any change in structure
22 set forth in Subsection A of the Section titled "Compliance Reporting." For
23 current personnel, delivery shall be within five (5) days of service of this Final
24 Order upon Defendant BurnLounge. For new personnel, delivery shall occur prior
25 to them assuming their responsibilities. For any business entity resulting from any
26 change in structure set forth in Subsection A of the Section titled "Compliance
27 Reporting," delivery shall be at least ten (10) days prior to the change in structure.

28 B. Individual Defendant as Control Person: For any business that an

1 Individual Defendant controls, directly or indirectly, or in which such Defendant
2 has a majority ownership interest, such Defendant must deliver a copy of this Final
3 Order to (1) all principals, officers, directors, and managers of that business; (2) all
4 employees, agents, and representatives of that business who engage in conduct
5 related to the subject matter of the Final Order; and (3) any business entity
6 resulting from any change in structure set forth in Subsection A.2 of the Section
7 titled "Compliance Reporting." For current personnel, delivery shall be within five
8 (5) days of service of this Final Order upon such Defendant. For new personnel,
9 delivery shall occur prior to them assuming their responsibilities. For any business
10 entity resulting from any change in structure set forth in Subsection A.2 of the
11 Section titled "Compliance Reporting," delivery shall be at least ten (10) days prior
12 to the change in structure.

13 C. Individual Defendant as employee or non-control person: For any
14 business where an Individual Defendant is not a controlling person of a business
15 but otherwise engages in conduct related to the subject matter of this Final Order,
16 such Defendant must deliver a copy of this Final Order to all principals and
17 managers of such business before engaging in such conduct.

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

21 **X. Acknowledgment of Receipt of Order**

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

26 **XI. Independence of Obligations**

27 IT IS FURTHER ORDERED that each of the obligations imposed by
28 this Final Order is independent of all other obligations under the Final Order, and

1 that the expiration of any requirements imposed by this Final Order shall not affect
2 any other obligation arising under this Final Order.

3 **XII. Costs and Attorneys Fees**

4 IT IS FURTHER ORDERED that each party to this Final Order bear
5 its own costs and attorneys fees incurred in connection with this action.

6 **XIII. Continued Jurisdiction**

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

10
11 Dated: 25th of July, 2011

12
13 

14 _____
15 Hon. George H. Wu
16 United States District Judge

17 Submitted by:

18 /s/Chris M. Couillou
19 Chris M. Couillou, Esq.
20 ccouillou@ftc.gov
21 Counsel for the Plaintiff
22 Federal Trade Commission
23 225 Peachtree Street, Suite 1500
24 Atlanta, GA 30303
25 (404) 656-1353 (voice)
26 (404) 656-1379 (fax)
27
28