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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

_____)	
Federal Trade Commission; and)		
)	CV-09-721-TUC-DCB	
State of Arizona,)		
)		
Plaintiffs,)		
)	FINAL ORDER FOR PERMANENT	
v.)	INJUNCTION AND OTHER	
)	EQUITABLE RELIEF AGAINST	
Government Careers Inc.,)	RICHARD FRIEDBERG AND	
a Delaware Corporation; et al.,)	RIMONA FRIEDBERG	
)		
Defendants.)		
_____)	

The parties, Plaintiffs Federal Trade Commission and the State of Arizona and Defendants Richard Friedberg and Rimona Friedberg, have agreed to entry of this Final Order for Permanent Injunction and Other Equitable Relief Against Richard Friedberg and Rimona Friedberg (“Order”) with the following terms and provisions to resolve all matters in dispute in this action between them:

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

FINDINGS

1
2 1. This Court has jurisdiction over the subject matter of this case
3 and over Defendants Richard Friedberg and Rimona Friedberg pursuant to 15
4 U.S.C. §§ 45(a) and 53(b), and 28 U.S.C. §§ 1331, 1337(a) and 1345.

5 2. This Court has supplemental jurisdiction over Plaintiff State of
6 Arizona’s claims against Defendants Richard Friedberg and Rimona Friedberg
7 under 28 U.S.C. § 1367.

8 3. Venue in this District is proper under 15 U.S.C. § 53(b) and 28
9 U.S.C. § 1391(b) and (c).

10 4. The activities of Defendants Richard Friedberg and Rimona
11 Friedberg, as alleged in the Complaint, are in or affecting commerce, as defined in
12 Section 4 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 44.

13 5. The Complaint states a claim upon which relief may be granted
14 under Sections 5(a) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a) and 53(b), and
15 the Arizona Consumer Fraud Act, A.R.S. § 44-1521, *et seq*, against Defendants
16 Richard Friedberg and Rimona Friedberg.

17 6. Defendants Richard Friedberg and Rimona Friedberg have
18 entered into this Order freely and without coercion. These Defendants further
19 acknowledge that they have read the provisions of this Order and are prepared to
20 abide by them.

21 7. Defendants Richard Friedberg and Rimona Friedberg waive all
22 rights to seek judicial review or otherwise challenge or contest the validity of this
23 Order. These Defendants further waive and release any claim they may have
24 against the Commission and the State of Arizona and their employees,
25 representatives, and agents.

26 8. Defendants Richard Friedberg and Rimona Friedberg waive any
27 claims they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412,
28 concerning the prosecution of this action through the date of the entry of this

1 Order.

2 9. Defendants Richard Friedberg and Rimona Friedberg, in
3 consenting to the entry of this Order, do not admit the allegations of the Complaint
4 other than the jurisdictional facts, and nothing herein shall be deemed an admission
5 of wrongdoing except as provided in Section V.I, below.

6 10. Defendants Richard Friedberg and Rimona Friedberg agree that
7 for purposes of facilitating resolution of this matter, entry of this Order is in the
8 public interest.

9
10 **DEFINITIONS**

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

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

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

27 3. **“Document”** is synonymous in meaning and equal in scope to
28 the usage of the term in Federal Rule of Civil Procedure 34(a), and includes

1 writings, drawings, graphs, charts, Internet sites, webpages, websites, electronic
2 correspondence, including e-mail and instant messages, photographs, audio and
3 video recordings, contracts, accounting data, advertisements (including, but not
4 limited to, advertisements placed on the World Wide Web), FTP Logs, Server
5 Access Logs, USENET Newsgroup postings, World Wide Web pages, books,
6 written or printed records, handwritten notes, telephone logs, telephone scripts,
7 receipt books, ledgers, personal and business canceled checks and check registers,
8 bank statements, appointment books, computer records, and other data
9 compilations from which information can be obtained and translated. A draft or
10 non-identical copy is a separate document within the meaning of the term.

11 4. **“Employment Product or Service”** means any good, service,
12 plan, or program that is represented, expressly or by implication, to assist an
13 individual in any manner to obtain employment and includes, but is not limited to:
14 (a) employment listings; (b) study guides; (c) test preparation; (d) job application
15 processing or preparation assistance; (e) resume preparation; (f) certifications or
16 licenses or assistance in obtaining certifications or licenses; (g) job matching or
17 career counseling services; or (h) facilitating resume distribution and interviews.

18 5. **“FTC”** or **“Commission”** means Federal Trade Commission.

19 6. **“Person”** means a natural person, organization, or other legal
20 entity, including, but not limited to, a corporation, partnership, proprietorship,
21 association, cooperative, or any other group or combination acting as an entity.

22 7. **“Settling Defendants”** means Richard Freidberg and Rimona
23 Friedberg, individually or collectively.

24 8. The words **“and”** and **“or”** shall be understood to have both
25 conjunctive and disjunctive meanings.

26
27 **ORDER**

28 **I.**

1 **BAN ON EMPLOYMENT PRODUCTS OR SERVICES**

2 **IT IS HEREBY ORDERED** that, after 6 months from the date on which all
3 parties have signed the Stipulation Re: Entry of Final Order, the Settling
4 Defendants, whether acting directly or through any other person, corporation,
5 partnership, subsidiary, division, agent, or other device, are permanently restrained
6 and enjoined from:

7 A. Advertising, marketing, promoting, offering for sale, or selling any
8 Employment Product or Service;

9 B. Assisting others engaged in advertising, marketing, promoting,
10 offering for sale or selling any Employment Product or Service; and

11 C. Offering for sale, selling, or transferring any interest in an entity that
12 advertises, markets, promotes, offers for sale, or sells any Employment Product or
13 Service, including but not limited to Career Systems LLC, also known as Job
14 Search Network LLC, or receiving any compensation for any such interest.

15 **II.**

16 **PROHIBITED REPRESENTATIONS RELATING**
17 **TO ANY GOODS OR SERVICES**

18 **IT IS FURTHER ORDERED** that the Settling Defendants and their
19 officers, agents, servants, employees, and all persons in active concert or
20 participation with any of them who receive actual notice of this Order by personal
21 service or otherwise, whether acting directly or through any corporation,
22 partnership, subsidiary, division, agent, or other device, in connection with the
23 advertising, marketing, promotion, offering for sale or sale of any good, service,
24 plan, or program, are hereby permanently restrained and enjoined from
25 misrepresenting, or assisting others in misrepresenting, expressly or by
26 implication, any material fact, including, but not limited to:

27 A. The availability of any good, service, plan, or program;

28 B. The necessity of taking a written exam;

1 C. The total costs to purchase, receive, or use, and the quantity of, the
2 good, service, plan, or program;

3 D. When the consumers will be billed or charged;

4 E. Any material restriction, limitation, or condition to purchase, receive,
5 or use the good, service, plan, or program;

6 F. Any material aspect of the nature or terms of any refund, cancellation,
7 exchange, or repurchase policy, including, but not limited to, the likelihood of a
8 consumer obtaining a full or partial refund, or the circumstances in which a full or
9 partial refund will be granted to the consumer; and

10 G. Any material aspect of the performance, efficacy, nature, or other
11 characteristic of the good, service, plan, or program.

12 **III.**

13 **PROHIBITION ON FAILURE TO DISCLOSE**

14 **IT IS FURTHER ORDERED** that the Settling Defendants and their
15 officers, agents, servants, employees, and all persons in active concert or
16 participation with any of them who receive actual notice of this Order by personal
17 service or otherwise, whether acting directly or through any corporation,
18 partnership, subsidiary, division, agent, or other device, in connection with the
19 advertising, marketing, promotion, offering for sale, or sale of any good, service,
20 plan, or program, are hereby permanently restrained and enjoined from failing to
21 disclose any material fact or information about any good, service, plan, or program,
22 including, but not limited to:

23 A. The availability of any good, service, plan, or program;

24 B. The necessity of taking a written exam;

25 C. The total costs to purchase, receive, or use, and the quantity of, the
26 good, service, plan, or program;

27 D. When the consumers will be billed or charged;

28 E. Any material restriction, limitation, or condition to purchase, receive,

1 or use the good, service, plan, or program;

2 F. Any material aspect of the nature or terms of any refund, cancellation,
3 exchange, or repurchase policy, including, but not limited to, the likelihood of a
4 consumer obtaining a full or partial refund, or the circumstances in which a full or
5 partial refund will be granted to the consumer; and

6 G. Any material aspect of the performance, efficacy, nature or other
7 characteristic of the good, service, plan, or program.

8 **IV.**

9 **PROHIBITION ON VIOLATING ARIZONA CONSUMER FRAUD ACT**

10 IT IS FURTHER ORDERED that the Settling Defendants and their officers,
11 agents, servants, employees, and all persons in active concert or participation with
12 any of them who receive actual notice of this Order by personal service or
13 otherwise, whether acting directly or through any corporation, partnership,
14 subsidiary, division, agent, or other device, are hereby permanently restrained and
15 enjoined from violating the Arizona Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*,
16 as currently written or as amended in the future.

17 **V.**

18 **MONETARY RELIEF**

19 **IT IS FURTHER ORDERED** that:

20 A. Judgment is hereby entered in favor of the Commission and the State
21 of Arizona and against the Settling Defendants, jointly and severally, in the amount
22 of three hundred sixty-three thousand, seven hundred sixty-one dollars (\$363,761),
23 as equitable monetary relief for consumer injury; provided, however, that subject
24 to the provisions of Sections V.B and VI below (Right to Reopen), this judgment
25 shall be suspended.

26 B. If the Settling Defendants sell, gift, or otherwise transfer, or have sold,
27 gifted, or otherwise transferred, any interest in an entity that advertises, markets,
28 promotes, offers for sale, or sells any Employment Product or Service, including

1 but not limited to Career Systems LLC, also known as Job Search Network LLC,
2 or any good that is represented to assist an individual in any manner to obtain
3 employment, such as study guides, test preparation materials, or career counselor
4 handbooks:

- 5 1. The sale, gift, or transfer must be completed by 6 months from
6 the date on which all parties have signed the Stipulation Re:
7 Entry of Final Order and no payment or compensation for the
8 sale may be received after this date;
- 9 2. The sale, gift, or transfer shall be to an unrelated, third-party,
10 and
- 11 3. The sale proceeds shall be disposed of as follows:
 - 12 a. The Settling Defendants shall receive \$2,500;
 - 13 b. The Settling Defendants may use up to \$3,000 for the
14 payment of reasonable and necessary transaction costs,
15 supported by proper documentation, incurred in the sale;
 - 16 c. The purchaser in the sale described in Section V.B must
17 by 6 months after the date on which all parties have
18 signed the Stipulation Re: Entry of Final Order:
 - 19 i. pay 50% of the sale proceeds remaining after
20 subtracting the amounts in Subsections V.B.3.a-b,
21 above, directly to the Internal Revenue Service or
22 to any state taxing authority for the Friedbergs'
23 2011 or earlier tax liabilities; and
 - 24 ii. pay the other 50% directly to the Federal Trade
25 Commission, acting on behalf of itself and the
26 State of Arizona.

27 C. To ensure the Settling Defendants' compliance with Subsection V.B
28 above:

- 1 1. The Settling Defendants shall provide to Plaintiffs a copy of
2 any sales contract that reflects the complete sale price for the
3 interest or good sold, any payment terms, and the name, phone
4 number, and address of the purchaser within ten (10) days after
5 the contract's signing, or by no later than ten (10) days after the
6 Court's entry of this Order, whichever is later;
- 7 2. The Settling Defendants shall provide to the Commission and
8 the State of Arizona proof of the payment of any state or federal
9 income taxes by the purchaser within ten (10) days after such
10 payment, or by no later than ten (10) days after the Court's
11 entry of this Order, whichever is later. Such proof shall consist
12 of copies of the front and back of all cancelled checks or
13 electronic payment receipts;

14 D. In the event of default on any obligation to make payment under this
15 Order, interest, computed pursuant to 28 U.S.C. § 1961(a), shall accrue from the
16 date of default to the date of payment. In the event such default continues for ten
17 (10) calendar days beyond the date the payment is due, the entire amount of the
18 judgment set forth in Section V.A, above, less any amounts previously paid
19 pursuant to this Order or by any other Defendant, together with interest, shall
20 immediately become due and payable. The Settling Defendants shall be jointly and
21 severally liable for all payments required by this Order and any interest on such
22 payments.

23 E. All monies paid to the Commission and the State of Arizona pursuant
24 to this Order ("joint monies") shall be deposited into a fund administered by the
25 Commission or its agents on behalf of both the Commission and the State of
26 Arizona. This fund shall be used for equitable relief, including, but not limited to,
27 redress to consumers, and any attendant expenses for the administration of such
28 equitable relief. In the event that the Commission determines that direct redress to

1 consumers is wholly or partially impracticable or joint monies remain after the
2 redress is completed, the Commission may, in its discretion, apply any portion of
3 the joint monies for such other equitable relief (including consumer information
4 remedies) as it determines to be reasonably related to the practices alleged in the
5 Complaint, relinquish its authority over any portion of the joint monies not used
6 for equitable relief to the State of Arizona, or both. The Settling Defendants shall
7 have no right to challenge the Commission's choice of remedies under this
8 Subsection. The Settling Defendants shall have no right to contest the manner of
9 distribution chosen by the Commission and the State of Arizona.

10 F. All joint monies not used for the equitable relief described in
11 Subsection E (“remaining joint monies”) shall be distributed among the
12 Commission and the State of Arizona in the following manner:

13 1. The State of Arizona shall receive the lesser amount of all
14 remaining joint monies or \$35,634 as reimbursement for its attorneys’ fees and
15 expenses in this matter; after which

16 2. All remaining joint monies shall be divided equally between the
17 Commission and the State of Arizona.

18 G. No portion of any payment under the Order herein shall be deemed a
19 payment of any fine, penalty, or punitive assessment.

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

24 I. Settling Defendants agree that the facts as alleged in the Complaint
25 filed in this action shall be taken as true without further proof in any bankruptcy
26 case or subsequent civil litigation pursued by the Commission or the State of
27 Arizona to enforce its rights to any payment or money judgment pursuant to this
28 Order, including but not limited to a nondischargeability complaint in any

1 bankruptcy case. Settling Defendants further stipulate and agree that the facts
2 alleged in the Complaint establish all elements necessary to sustain an action by
3 the Commission or the State of Arizona pursuant to Section 523(a)(2)(A) of the
4 Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and that this Order shall have
5 collateral estoppel effect for such purposes.

6 **VI.**

7 **RIGHT TO REOPEN**

8 **IT IS FURTHER ORDERED** that

9 A. The Commission's and the State of Arizona's agreement to, and the
10 Court's approval of, this Order, including, but not limited to, the suspension of the
11 monetary judgment against the Settling Defendants, is expressly premised upon the
12 truthfulness, accuracy, and completeness of their financial condition, as
13 represented in the documents listed on Attachment A (collectively "Financial
14 Statements"), all of which the Commission and the State of Arizona relied upon in
15 negotiating and agreeing to the terms of this Order.

16 B. If, upon motion by the Commission or the State of Arizona to the
17 Court, the Court finds that any Settling Defendant, in any of the above-referenced
18 Financial Statements, failed to disclose any asset with a value in excess of \$1,000,
19 materially misrepresented the value of any asset, or made any other material
20 misrepresentation or omission, the suspension shall be lifted on the monetary
21 judgment in Section V (Monetary Relief), above, and that judgment amount, less
22 any payments already made to the Commission and the State of Arizona by any
23 Defendant, shall be immediately due and payable.

24 ***Provided, however,*** that in all other respects, this Order shall remain in full
25 force and effect, unless otherwise ordered by the Court; and,

26 ***Provided further,*** that proceedings initiated under this provision would be in
27 addition to, and not in lieu of, any other civil or criminal remedies as may be
28 provided by law, including any proceedings that the Commission or the State of

1 Arizona may initiate to enforce this Order.

2 **VII.**

3 **CONSUMER INFORMATION**

4 **IT IS FURTHER ORDERED** that the Settling Defendants, and their
5 officers, agents, servants, and employees, and all other persons in active concert or
6 participation with any of them who receive actual notice of this Order by personal
7 service or otherwise, are permanently restrained and enjoined from:

8 A. Disclosing, using, or benefitting from customer information, including
9 the name, address, telephone number, email address, social security number, other
10 identifying information, or any data that enables access to a customer's account
11 (including a credit card, bank account, or other financial account), of any person
12 which any Settling Defendant in this matter obtained prior to entry of this Order in
13 connection with the sale of any Employment Product or Service, except in
14 connection with a sale not prohibited by Section I.C; and

15 B. Failing to dispose of such customer information in all forms in their
16 possession, custody, or control within 6 months from the date on which all parties
17 have signed the Stipulation Re: Entry of Final Order or 30 days of entry of a final
18 order against the Settling Defendants, whichever is later, or within 30 days of
19 receipt of written direction to do so from a representative of the Commission or the
20 State of Arizona. Disposal shall be by means that protect against unauthorized
21 access to the customer information, such as by burning, pulverizing, or shredding
22 any papers, and by erasing or destroying any electronic media, to ensure that the
23 customer information cannot practicably be read or reconstructed.

24 ***Provided, however,*** that customer information need not be disposed of, and may be
25 disclosed, to the extent requested by a government agency or required by a law,
26 regulation, or court order.

27 **VIII.**

28 **LIFTING OF ASSET FREEZE**

1 **IT IS FURTHER ORDERED** that the freeze of the Settling Defendants'
2 assets set forth in the Preliminary Injunction, entered by this Court on February 2,
3 2010, shall be lifted permanently.

4 **IX.**

5 **COMPLIANCE MONITORING**

6 **IT IS FURTHER ORDERED** that, for the purpose of monitoring the
7 Settling Defendants' compliance with this Order, including the financial
8 representations upon which the judgment was suspended and any failure to transfer
9 any assets as required by this Order:

10 A. Within 14 days of receipt of a written request from a representative of
11 the Commission or the State of Arizona, each Settling Defendant must: submit
12 additional compliance reports or other requested information, which must be sworn
13 under penalty of perjury; appear for depositions; and produce documents, for
14 inspection and copying. The Commission and the State of Arizona are also
15 authorized to obtain discovery, without further leave of court, using any of the
16 procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including
17 telephonic depositions), 31, 33, 34, 36, 45, and 69.

18 B. For matters concerning this Order, the Commission and the State of
19 Arizona are authorized to communicate directly with each Settling Defendant. The
20 Settling Defendants must permit representatives of the Commission and the State
21 of Arizona to interview any employee or other person affiliated with any
22 Defendant who has agreed to such an interview. The person interviewed may have
23 counsel present.

24 C. The Commission and the State of Arizona may use all other lawful
25 means, including posing, through its representatives, as consumers, suppliers, or
26 other individuals or entities, to Settling Defendants or any individual or entity
27 affiliated with Settling Defendants, without the necessity of identification or prior
28 notice. Nothing in this Order limits the Commission's lawful use of compulsory

1 process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

2 **X.**

3 **COMPLIANCE REPORTING**

4 **IT IS FURTHER ORDERED** that Settling Defendants make timely
5 submissions to the Commission:

6 A. One hundred eighty (180) days after entry of this Order, each Settling
7 Defendant must submit a compliance report, sworn under penalty of perjury. Each
8 Settling Defendant must: (a) identify all telephone numbers and all email, Internet,
9 physical, and postal addresses, including all residences; (b) identify all titles and
10 roles in all business activities, including any business for which such Defendant
11 performs services whether as an employee or otherwise and any entity in which
12 such Defendant has any ownership interest; and (c) describe in detail such
13 Defendant's involvement in each such business, including title, role,
14 responsibilities, participation, authority, control, and any ownership; (d) designate
15 at least one telephone number and an email, physical, and postal address as points
16 of contact, which representatives of the Commission and the State of Arizona may
17 use to communicate with such Defendant; (e) identify all of that Defendant's
18 businesses by all of their names, telephone numbers, and physical, postal, email,
19 and Internet addresses; (f) describe the activities of each business, including the
20 products and services offered, the means of advertising, marketing, and sales, and
21 the involvement of any other Defendant (which Settling Defendants must describe
22 if they know or should know due to their own involvement); (g) describe in detail
23 whether and how that Defendant is in compliance with each Section of this Order;
24 and (h) provide a copy of each Order Acknowledgment obtained pursuant to this
25 Order, unless previously submitted to the Commission or the State of Arizona.

26 B. For 20 years following entry of this Order, each Settling Defendant
27 must submit a compliance notice, sworn under penalty of perjury, within 14 days
28 of any change in the following: (a) name, including aliases or fictitious name, or

1 residence address; or (b) title or role in any business activity, including any
2 business for which such Defendant performs services whether as an employee or
3 otherwise and any entity in which such Defendant has any ownership interest, and
4 identify its name, physical address, and Internet address, if any; (c) any designated
5 point of contact; (d) any entity that Defendant has any ownership interest in or
6 directly or indirectly controls that may affect compliance obligations arising under
7 this Order, including: creation, merger, sale, or dissolution of the entity or any
8 subsidiary, parent, or affiliate that engages in any acts or practices subject to this
9 Order.

10 C. Each Settling Defendant must submit to the Commission and the State
11 of Arizona notice of the filing of any bankruptcy petition, insolvency proceeding,
12 or any similar proceeding by or against such Defendant within 14 days of its filing.

13 D. Any submission to the Commission and the State of Arizona required
14 by this Order to be sworn under penalty of perjury must be true and accurate and
15 comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of
16 perjury under the laws of the United States of America that the foregoing is true
17 and correct. Executed on: _____” and supplying the date, signatory’s full name,
18 title (if applicable), and signature.

19 E. Unless otherwise directed by the Commission’s or State of Arizona’s
20 representatives in writing, all submissions to the Commission or the State of
21 Arizona pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by
22 overnight courier (not the U.S. Postal Service) to both:

23 Associate Director for Enforcement,
24 Bureau of Consumer Protection,
25 Federal Trade Commission,
26 600 Pennsylvania Avenue NW,
27 Washington, DC 20580
28 and

Noreen R. Matts
Assistant Attorney General
Consumer Protection & Advocacy Section
400 West Congress, S-Bldg, Suite 315

1 Tucson, Arizona 85701

2 The subject line must begin: FTC v. Richard and Rimona Friedberg, X100013.

3 **XI.**

4 **RECORDKEEPING**

5 **IT IS FURTHER ORDERED** that Settling Defendants must create certain
6 records for 20 years after entry of the Order, and retain each such record for 5
7 years. Specifically, each Settling Defendant for any business in which that
8 Defendant, individually or collectively with any other Defendant, is a majority
9 owner or directly or indirectly controls, must maintain the following records:

10 A. Accounting records showing the revenues from all goods or services
11 sold, all costs incurred in generating those revenues, and the resulting net profit or
12 loss;

13 B. Personnel records showing, for each person providing services,
14 whether as an employee or otherwise, that person's: name, addresses, and
15 telephone numbers; job title or position; dates of service; and, if applicable, the
16 reason for termination;

17 C. Customer files obtained after entry of this Order and to the extent such
18 information is obtained in the ordinary course of business showing the names,
19 addresses, telephone numbers, dollar amounts paid, and the quantity and
20 description of goods or services purchased;

21 D. Complaints and refund requests, whether received directly or
22 indirectly, such as through a third party, and any response;

23 E. All records necessary to demonstrate full compliance with each
24 provision of this Order, including all submissions to the Commission ;and

25 F. A copy of each sales script, training material, advertisement, or other
26 marketing material.

27 **XII.**

28 **ORDER ACKNOWLEDGMENTS**

1 **IT IS FURTHER ORDERED** that Settling Defendants obtain
2 acknowledgments of receipt of this Order:

3 A. Each Settling Defendant, within 7 days of entry of this Order, must
4 submit to the Commission an acknowledgment of receipt of this Order sworn under
5 penalty of perjury.

6 B. The Settling Defendants, within 7 days of entry of this Order or within
7 7 days of any sale described in Section V.B, whichever is later, must deliver a copy
8 of this Order and of the Complaint in this matter to the purchaser described in
9 Section V.B, if any.

10 C. For 5 years after entry of this Order, each Settling Defendant for any
11 business that such Defendant, individually or collectively with any other
12 Defendant, is the majority owner or directly or indirectly controls, must deliver a
13 copy of this Order to: (1) all principals, officers, directors, and managers; (2) all
14 employees, agents, and representatives who participate in conduct related to the
15 subject matter of the Order; and (3) any business entity resulting from any change
16 in structure as set forth in the Section titled Compliance Reporting. Delivery must
17 occur within 7 days of entry of this Order for current personnel. To all others,
18 delivery must occur before they assume their responsibilities.

19 D. From each individual or entity to which a Settling Defendant
20 delivered a copy of this Order, that Defendant must obtain, within 30 days, a
21 signed and dated acknowledgment of receipt of this Order.

22
23 **XIII.**

24 **RETENTION OF JURISDICTION**

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

27 **XIV.**

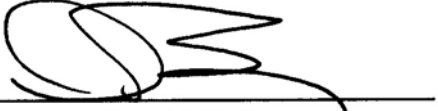
28 **ENTRY OF ORDER**

1 **IT IS FURTHER ORDERED** that there is no just reason for delay, and the
2 Clerk of the Court is hereby directed to enter this Final Order and Judgment
3 immediately.

4 **IT IS FURTHER ORDERED** that, all parties and claims having been
5 resolved by stipulated agreements, this action is CLOSED.

6 DATED this 1st day of March, 2012.

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David C. Bury
United States District Judge

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ATTACHMENT A

1. Financial Statement of Individual Defendant Richard S. Friedberg dated 08/27/2011
2. Financial Statement of Individual Defendant Rimona Friedberg dated 08/27/2011
3. Financial Statement of Individual Defendant Richard S. Friedberg dated 1/8/2010
4. Financial Statement of Individual Defendant Rimona Friedberg dated 1/8/2010
5. Richard and Rimona Friedberg's federal tax returns for tax years 2010, 2009, 2008, 2007, and 2006