

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

Case No. 12-23919-Civ-Cooke/Turnoff

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

SHOPPER SYSTEMS, LLC; REVENUE
WORKS, LLC d/b/a SURPLUS SUPPLIER;
EMZ VENTURES, LLC; THE VERACITY
GROUP, LP; BRETT BROUSSEAU;
MICHAEL MOYSICH; KEITH R. POWELL,

Defendants. /

**STIPULATED ORDER FOR PERMANENT INJUNCTION
AND MONETARY JUDGMENT AGAINST DEFENDANTS
BRETT BROUSSEAU AND EMZ VENTURES, LLC AND RELIEF DEFENDANT
GEORGIA FARM HOUSE LAND HOLDINGS, LLC**

Plaintiff Federal Trade Commission (“FTC” or the “Commission”) filed its Complaint for Permanent Injunction and Other Equitable Relief (“Complaint”) in this matter, alleging violations of Section 5(a) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 45(a) and the FTC’s Trade Regulation Rule entitled “Disclosure Requirements and Prohibitions Concerning Business Opportunities,” 16 C.F.R. Part 437, as amended, on October 29, 2012. The Commission and Defendants Brett Brousseau and EMZ Ventures, LLC (collectively the “Brousseau Defendants”) and the Relief Defendant Georgia Farm House Land Holdings, LLC stipulate to the entry of this Stipulated Order for Permanent Injunction and Monetary Judgment (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS HEREBY ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Complaint charges that the Brosseau Defendants violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC's Trade Regulation Rule entitled "Disclosure Requirements and Prohibitions Concerning Business Opportunities" ("Business Opportunity Rule" or "Rule"), 16 C.F.R. Part 437, as amended.
3. The proposed Amended Complaint charges that the Relief Defendant received funds derived from the violations described in paragraph 2 above.
4. The Brosseau Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. The Relief Defendant neither admits nor denies any of the allegations in the proposed Amended Complaint. Only for purposes of this action, Brosseau Defendants and the Relief Defendant admit the facts necessary to establish jurisdiction.
5. The Brosseau Defendants and the Relief Defendant waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of the entry of this Order, and agree to bear their own costs and attorney fees.
6. The Brosseau Defendants and the Relief Defendant waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order. The Brosseau Defendants and the Relief Defendant further waive and release any claims they may have against the Commission, its employees, representatives, or agents, and the Receiver and the Receiver's employees, representatives, or agents.
7. The Court finds that there is no just reason for delay of entry of this Order and that the Order should therefore be entered.

DEFINITIONS

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

1. **“Assisting Others”** includes (a) performing customer service; (b) developing or providing any sales script or other marketing material; (c) identifying potential customers; (d) providing telemarketing services; or (e) processing consumer payments through any financial account.
2. **“Brosseau Defendants”** means Defendants Brett Brosseau and EMZ Ventures, LLC, and its successors and assigns, individually, collectively, or in any combination.
3. **“Business Opportunity”** means a commercial arrangement in which:
 - a. A Seller solicits a prospective purchaser to enter into a New Business; and
 - b. The prospective purchaser makes a Required Payment; and
 - c. The Seller, expressly or by implication, orally or in writing, represents that the Seller or one or more Designated Persons will:
 - (i) Provide locations for the use or operation of equipment, displays, vending machines, or similar devices, owned, leased, controlled, or paid for by the purchaser; or
 - (ii) Provide outlets, accounts, or customers, including, but not limited to, Internet outlets, accounts, or customers, for the purchaser’s goods or services; or
 - (iii) Buy back any or all of the goods or services that the purchaser makes, produces, fabricates, grows, breeds, modifies, or provides, including but not limited to providing payment for such services as, for example, stuffing envelopes from the purchaser’s home.
 - d. Business Opportunity specifically includes, but is not limited to, the promoting or offering for sale of access to Mystery Shopping Opportunities.

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

5. **“Clear and Conspicuous”** or **“Clearly and Conspicuously”** means:

a. In print communications, the message shall be presented in a manner that stands out from the accompanying text, so that it is sufficiently prominent, because of its type size, contrast to the background against which it appears, proximity to offer or claim, or other characteristics, for an ordinary consumer to notice, read, and comprehend it in relation to any claim it may be modifying;

b. In communications disseminated orally or through audio means, the disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it;

c. In communications made through an electronic medium (such as television, video, and interactive media such as the Internet, online services, mobile services and software), the disclosure shall be made in close proximity with any advertised price or cost (including free), and where consumers’ financial account information is required, without the use of pop-up windows or hyperlinks to other electronic pages to display Material information; and

d. Regardless of the medium used to disseminate it, the message shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the message shall be used in any communication.

6. **“Continuity Program”** means any plan, arrangement, or system under which a consumer is periodically Charged to maintain a service or periodically receive any product, including, but not limited to, access to a “member only” website.

7. **“Defendants”** means all of the named defendants in this action, individually, collectively, or in any combination.

8. **“Designated Person”** means any person, other than the seller, whose goods or services the seller suggests, recommends, or requires that the purchaser use in establishing or operating a New Business.

9. **“EMZ Ventures, LLC”** means EMZ Ventures, LLC and its successors and assigns.

10. **“Mystery Shopping Opportunity”** means any good, service, plan or program that is represented, expressly or by implication, to assist an individual in any manner to earn money or other consideration in exchange for visiting an establishment, typically a retail store, bank, or restaurant to observe and measure the customer service, the product quality, and the environment of the establishment in general.

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

12. **“New Business”** means a business in which the prospective purchaser is not currently engaged, or a new line or type of business.

13. **“Plaintiff”** means the Federal Trade Commission.

14. **“Provide Locations, Outlets, Accounts or Customers”** means to furnish a prospective purchaser with existing or potential locations, outlets, accounts, or customers; requiring,

recommending, or suggesting one or more locations or lead generation companies; providing a list of locator or lead generating companies; collecting a fee on behalf of one or more locators or lead generating companies; offering to furnish a list of locations; or otherwise assisting the prospective purchaser in obtaining his or her own locations, outlets, accounts, or customers.

15. **“Receiver”** means the receiver referenced in Sections VII and VIII of this Order and any deputy receivers that shall be named by the receiver.

16. **“Relief Defendant”** means Georgia Farm House Land Holdings, LLC, and its successors and assigns, individually, collectively, or in any combination.

17. **“Required Payment”** means all consideration that the purchaser must pay to the seller or an affiliate, either by contract or practical necessity, as a condition of obtaining or commencing operation of the Business Opportunity. Such payment may be made directly or indirectly through a third party.

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

19. **“Seller”** means a person who offers for sale or sells a Business Opportunity.

20. **“Unauthorized or Unsolicited Commercial Electronic Text Message”** means an unauthorized or unsolicited text message the primary purpose of which is a commercial advertisement or promotion of a commercial product, service or opportunity (including the content on an Internet website operated for commercial purposes).

21. **“Work-at-Home Opportunity”** means any good, service, plan, program or opportunity that is represented, expressly or by implication, to assist an individual in any manner to earn money while working from home whether or not a Business Opportunity.

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

ORDER

I.

**BAN ON SALE OF BUSINESS OPPORTUNITIES AND
WORK-AT-HOME OPPORTUNITIES**

IT IS ORDERED that the Brosseau Defendants are permanently restrained and enjoined from:

- A. Advertising, marketing, promoting, offering for sale, or Assisting Others in the advertising, marketing, promoting, or offering for sale of any (1) Business opportunity, (2) Work-at-Home Opportunity, or (3) service to assist in the creation, advertising, marketing, promotion, or operation of a Business Opportunity or Work-at-Home Opportunity, including, but not limited to website development, advertising, marketing, lead generation, social media promotion, search engine optimization, training, and business establishment services; and
- B. Holding any ownership interest, share, or stock in any business, other than a publicly traded company, that engages in or assists in advertising, marketing, promoting, offering for sale of any (1) Business Opportunity, (2) Work-at-Home Opportunity, or (3) service to assist in the creation, advertising, marketing, promotion, or operation of a Business Opportunity or Work-at-Home Opportunity, including, but not limited to website development, advertising, marketing, lead generation, social media promotion, search engine optimization, training, and business establishment services.

II.

BAN ON USE OF UNSOLICITED TEXT MESSAGES

IT IS FURTHER ORDERED that the Brosseau Defendants, whether acting directly or indirectly, are hereby permanently enjoined from sending, or Assisting Others in the sending of Unauthorized or Unsolicited Commercial Electronic Text Messages to mobile telephones or other wireless devices.

III.

PROHIBITED REPRESENTATIONS AND OMISSIONS

IT IS FURTHER ORDERED that the Brosseau Defendants and their Representatives, whether acting directly or indirectly, in connection with the marketing, advertising, promotion, or offering for sale of any product or service, are hereby permanently restrained and enjoined from:

- A. Misrepresenting or Assisting Others in misrepresenting, expressly or by implication:
1. that consumers are likely to make income, earnings, or profits from the product or service; or
 2. the availability of opportunities to make income, earnings, or profits in a consumers' local area as a result of acquiring the product or service; or
 3. any fact material to consumers concerning any good or service, such as the total costs; any material restrictions, limitations or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics;
- B. Failing to disclose truthfully in a Clear and Conspicuous manner, before consumers provide any billing information or incur a Charge, the material terms and conditions of the offer, including but not limited to:
1. all products and services that are part of the sales offer;

2. the total costs to purchase, receive, or use, and the quantity of any goods or services that are the subject of the sales offer;
 3. all material terms and conditions of any Continuity Program or Negative Option Feature, including but not limited to the fact that the customer's account will be Charged unless the customer takes an affirmative action to avoid the Charge(s), the date(s) the Charge(s) will be submitted for payment, and the specific steps the customer must take to avoid the Charge(s);
 4. all material terms and conditions of any refund or cancellation policy.
- C. Failing to disclose truthfully in a Clear and Conspicuous manner, in any communication pertaining to a refund or cancellation request, the name of each product or service that is being cancelled, and the name of each product or service for which the consumer is enrolled but is not cancelled;
- D. Making expressly or by implication, a representation enumerated in Section III.A.1-3, unless the representation is true, and at the time it is made, Brosseau Defendants possess and rely upon competent and reliable evidence that, when evaluated in an objective manner, substantiates the claim; or
- E. Assisting Others in failing to disclose information set forth in Section III.B-C.

IV.

BAN ON USE OF CUSTOMER INFORMATION

IT IS FURTHER ORDERED that the Brosseau Defendants and their Representatives, are permanently restrained and enjoined from directly or indirectly:

- A. failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Brosseau Defendants must provide it, in the form prescribed by

the Commission, within 14 days.

B. disclosing, using, or benefitting from customer, or prospective 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), that any Defendant obtained prior to entry of this Order in connection with the advertising, marketing, promotion, or offering of any products, services or opportunities related to the allegations set forth in the Complaint; and

C. failing to destroy such customer information in all forms in their possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the Commission.

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 law, regulation, or court order.

V.

MONETARY RELIEF

IT IS FURTHER ORDERED that:

A. Judgment in the amount of Forty Million, Five Hundred and Ninety-Four Thousand, Seven Hundred and Forty-Four Dollars (\$40,594,744.00) is entered in favor of the Commission against the Brosseau Defendants, jointly and severally, as equitable monetary relief for consumer injury.

B. In partial satisfaction of the judgment against the Brosseau Defendants:

1. New England Federal Credit Union shall transfer to the FTC or its designated agents all funds held in account number xxxx9860-S1, in the name of Brett and/or Aisha Brosseau, individually or jointly;

2. Wells Fargo Bank shall transfer to the FTC or its designated agents all funds held in account ending in xxxx9824, in the name of Your Cash Link LLC;

3. The Receiver shall transfer to the FTC or its designated agent Ninety-Two Thousand, Eight Hundred and Fifty-Four Dollars (\$92,854.00) held at Union Bank in account ending in xxxx6318, in the name of Bankruptcy Estate of Shopper Systems LLC, Debtor Dennis Roossien, Receiver.

New England Federal Credit Union, Wells Fargo Bank, and the Receiver shall pay amounts set forth above to the Commission within seven (7) days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.

C. Also in partial satisfaction of the judgment against the Brosseau Defendants, effective upon entry of this Order:

1. Defendant Brosseau shall pay \$253,770.00 to the Commission within 90 days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission, or in the alternative,

2. Defendant Brosseau and the Relief Defendant shall immediately list the property located at 26 Ballard Road, Georgia, Vermont 05468 ("Sale Property") for sale and pay to the FTC the sum of \$269,970.00 immediately upon sale of the Sale Property.

Defendant Brosseau and the Relief Defendant shall act in good faith to maintain the Sale Property, including but not limited to, continued payment of all liens, property taxes, and insurance, as well as performing all general maintenance and upkeep.

a. If the Sale Property has not been sold within 365 days of entry of this Order, Defendant Brosseau shall pay to the FTC the sum of \$89,990.00, on, no

later than, the three hundred and sixty-fifth day following entry of this Order.

Upon the making of such payment, Defendant Brosseau's obligations pursuant to Section V(C)(2) above shall be reduced by the amount of the payment made pursuant to this paragraph—i.e., the amount due following this payment will be \$179,980.00.

b. If the Sale Property has not been sold within 455 days of entry of this Order, Defendant Brosseau shall pay to the FTC an additional \$89,990.00, on, no later than, the four hundred and eighty-fifth day following entry of this Order. Upon the making of such payment, Defendant Brosseau's obligations pursuant to Section V(C)(2) above shall be reduced by the amount of the payment made pursuant to this paragraph—i.e., the amount due following this payment will be \$89,990.00.

c. If the Sale Property has not been sold within 535 days of entry of this Order, Defendant Brosseau shall pay to the FTC an additional \$89,990.00, on, no later than, the six hundred and fifth day following entry of this Order. Upon the making of such payment, Defendant Brosseau's obligations pursuant to Section V(C)(2) above shall be reduced by the amount of the payment made pursuant to this paragraph and, if the total of all payments made pursuant to Sections V(C)(2)(a)-(c) is equal to or exceeds \$269,970.00, Defendant Brosseau's obligations under Section V(C)(2) above shall terminate.

d. In the event of any default in remitting the payments required by Sections V(C)(2) and V(C)(2)(a)-(b), the entire remaining balance due to the FTC, pursuant to Sections V(C)(2) and V(C)(2)(a)-(c), together with interest, as

computed pursuant to 28 U.S.C. § 1961 from entry date of this Order, shall immediately become due and payable, and the following shall occur:

- (i) A liquidator shall be appointed by the Court upon a timely motion by the FTC. Defendant Brosseau and the Relief Defendant shall not object to the FTC's motion to appoint a liquidator, or any subsequent motion regarding the sale of the Sale Property;
- (ii) The appointed liquidator shall sell the Sale Property in an expeditious manner;
- (iii) During the pendency of the sale of the Sale Property by the liquidator, Defendant Brosseau and the Relief Defendant shall continue to act in good faith to maintain the Sale Property, including but not limited to, continue payment of all liens, property taxes, and insurance, as well as performing all general maintenance and upkeep;
- (iv) Upon sale of the Sale Property, Defendant Brosseau and the Relief Defendant shall take all necessary steps to transfer control, title, dominion and interest in the Sale Property to the purchaser of the Sale Property; and
- (v) Once the Sale Property is sold, the existing mortgage shall be paid from the proceeds of the sale of the Sale Property, all remaining proceeds shall be transferred to the Commission, regardless whether the sale of the Sale Property results in a sale price in excess of \$269,970.00, and no such excess monies shall be transferred to Defendant Brosseau or the Relief Defendant.

e. As security for the payments required by Sections V(C)(2) and V(C)(2)(a)-(c), Defendant Brosseau and the Relief Defendant hereby grant the Commission liens on, and security interests in, the Sale Property, together with all dwelling houses, barns, other structures, improvements, appurtenances, hereditaments, and other rights appertaining or belonging thereto, or which hereafter may be added or attached thereto, and all replacements, substitutions therefore or thereto, and proceeds thereof, whether presently existing or hereafter arising (collectively, the "Collateral"). This Order shall constitute a lien on the Collateral for purposes of granting the Commission a secured interest with respect to the \$269,970.00 owed by Defendant Brosseau to the FTC pursuant to his Order. Within fourteen (14) days of entry of this Order, Defendant Brosseau and the Relief Defendant shall provide the Receiver fully executed lien documentation ready for recording in Franklin County, Vermont sufficient to establish a lien on the Collateral under the terms of this Order.

f. Defendant Brosseau and the Relief Defendant represent and acknowledge that the Commission is relying on the material representations that the Relief Defendant Georgia Farm House Land Holdings, LLC is the sole owner in fee simple of the Collateral, Defendant Brosseau and Aisha Brosseau are the sole members of the Relief Defendant Georgia Farm House Land Holdings, LLC, title to the Collateral is marketable, and the Collateral currently is encumbered solely by a mortgage held by Union Bank (Vermont) and is not encumbered by any other lien, mortgage, deed of trust, assignment, pledge, loan, security interest or

other interest, and that the amount of outstanding taxes on the Collateral does not exceed \$10,000.

g. Defendant Brosseau and the Relief Defendant agree to subordinate any liens, mortgages, deeds of trust, assignments, pledges, security interests or other interests that Defendant Brosseau or the Relief Defendant have in the Collateral to the liens and security interests granted herein to the Commission. Although Defendant Brosseau shall market the Collateral for sale, Defendant Brosseau and the Relief Defendant further agree that, as of the date on which he signs this Order, they shall refrain from transferring, converting, encumbering, selling, assigning, or otherwise disposing of the Collateral, except with the express prior written permission of counsel for the Commission or in accordance with the release provisions of this Order.

h. Defendant Brosseau and the Relief Defendant shall cooperate fully with the Commission in preparing, executing, and recording any necessary instruments and documents, including but not limited to financing statements and continuation statements, and doing whatever else the Commission deems reasonably necessary or desirable to perfect, evidence, and continue its liens on and security interest in the Collateral. Defendant Brosseau and the Relief Defendant shall, within 5 days of a written request from the Commission, execute and deliver to the Commission mortgages, security agreements, UCC-1 financing statements, financial reports and/or accountings, financial statements and other documents in form and substance satisfactory to the Commission, which the Receiver shall record, and take such other steps as the Commission deems necessary or desirable to perfect

and evidence its liens on and security interests in the Collateral, and to carry out the purposes of this Order. The Receiver shall assist in preparing and filing all such documents.

i. Upon Defendant Brosseau's timely and complete satisfaction of the payments required by Sections V(C)(2) and V(C)(2)(a)-(c), at Defendant Brosseau's written request, the Commission agrees to release all liens and security interests granted herein and Defendant Brosseau shall be responsible for preparing and filing (at his expense) termination or other statements reasonably required in connection therewith. The Commission, in its discretion, may release such liens and security interests to the extent necessary to facilitate any payments described in this order, or any payments that the FTC deems effectuates the payment of the amount Defendant Brosseau owes under this Section. Defendant Brosseau shall pay all fees and costs related to such closing and such release, including but not limited to attorney's fees and filing fees, which may be paid from the gross proceeds of the closing.

D. For purposes of the payments set forth in the Subsections C(2) above, Defendant Brosseau shall remit the requirement payments to the FTC by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission. Upon completion of all payments set forth in Section V(B) and either: (i) the payments required by Sections V(C); or (ii) the sale of the Sale Property pursuant to Section V(C)(2)(d), the remainder of the judgment is suspended, subject to the Subsections below.

E. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of the Brosseau Defendants' sworn

financial statements and related documents (collectively, the “Brosseau Financial Statements”) submitted to the Commission, namely:

1. the financial statements of Brett Brosseau, dated November 7, 2012, including all attachments and supplemental materials;
2. the financial statements of EMZ Ventures, LLC, dated November 7, 2012, including all attachments and supplemental materials;
3. The 2009, 2010, 2011, and 2012 Joint Income Tax Returns of Brett and Aisha Brosseau; and
4. 2010, 2011, and 2012 Income Tax Returns of Georgia Farm House Land Holdings, LLC.

F. The suspension of the judgment will be lifted as to any Defendant if, upon motion by the Commission, the Court finds that the Brosseau Defendants failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the financial representations identified above.

G. If the suspension of the judgment is lifted, the judgment becomes immediately due as to that Defendant in the amount specified in Subsection A above (which the parties stipulate only for purposes of this Section represents the consumer injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of the entry of this Order.

H. The Brosseau Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

I. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission to enforce its rights to any payment

or monetary judgment pursuant to this Order, such as a non-dischargeability complaint in any bankruptcy case.

J. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purposes.

K. Brosseau Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which they previously submitted to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

L. All money paid to the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Defendants have no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

VI.

LIFTING OF ASSET FREEZE

IT IS FURTHER ORDERED that the freeze of the Brosseau Defendants' assets set forth in the Order Granting Stipulated Preliminary Injunction with Other Equitable Relief [D.E. 59] entered by this Court on January 14, 2013, ("Stipulated Preliminary Injunction") shall be

lifted to the extent necessary to turn over the Brosseau Defendants' assets as required by Section V(A) and (B) and the entry of the security interests set forth in Section V(C), above, and upon completion of that turn-over, shall be lifted permanently.

VII.

COMPENSATION OF RECEIVER

IT IS FURTHER ORDERED that the Receiver and all personnel hired by the Receiver, including counsel to the Receiver and accountants, are entitled to reasonable compensation for the performance of duties pursuant to this order from the assets now held by, in the possession or control of, or which may be received by, the Defendants. The Receiver shall apply to the Court for approval of specific amounts of compensation and expenses and must not increase the hourly rates used as the bases for such fee applications without prior approval of the Court.

VIII.

RECEIVER'S FINAL REPORT AND DISBURSEMENT

IT IS FURTHER ORDERED that:

- A. No later than ninety (90) days from the date of the entry of this Order, the Receiver shall file and serve on the parties a report (the "final report") to the Court that details the steps taken to dissolve the receivership estate. The final report must include an accounting of the receivership estate's finances and total assets.
- B. No later than thirty (30) days after submission of the final report, the Receiver shall file an application for payment of compensation and expenses associated with his performance of his duties as Receiver.
- C. The Court will review the final report and any objections to the report and, absent a valid objection, will issue an order directing that the Receiver pay the reasonable costs and expenses of

administering the receivership estate, including compensation of the Receiver and the Receiver's personnel authorized by Section VII of this Order or other orders of this Court, from funds held at Union Bank in account ending xxxx6318, in the name of Bankruptcy Estate of Shopper Systems LLC, Debtor Dennis Roossien, Receiver.

D. Upon completion of the Court's order referenced in Subsection C above, the Receiver shall transfer any remaining receivership estate assets to the FTC or its designated agent to reduce the monetary judgment in Section V.

E. If subsequent action (such as the completion of tax returns or further action to recover funds for the receivership estate) is appropriate, the Receiver shall file an additional report ("supplemental report") describing the subsequent action and a subsequent application for the payment of fees and expenses related to the subsequent action.

IX.

COOPERATION WITH FTC COUNSEL

IT IS FURTHER ORDERED that the Brosseau Defendants must fully cooperate with representatives of the Commission in this case and, in any subsequent investigations related to or associated with the transactions or the occurrences that are the subject of the FTC's Complaint. The Brosseau Defendants must provide truthful and complete information, evidence, and testimony. Defendant Brett Brosseau must appear and Defendant EMZ Ventures, LLC must cause officers, employees, representatives or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request, upon five (5) days written notice or other reasonable notice, as such places and times as a Commission representative may designate, without services of a subpoena. To the extent that Defendant Brett

Brosseau is asked to appear outside of the State of Vermont or farther than 100 miles from his place of residence, the FTC shall reimburse him for his reasonable travel expenses.

X.

ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that the Brosseau Defendants obtain acknowledgments of receipt of this Order.

A. Each Brosseau Defendant and the Relief Defendant, within seven (7) days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For three (3) years after entry of this Order, Brett Brosseau for any business that he, individually or collectively with any other Defendant, is the majority owner or directly or indirectly controls, and EMZ Ventures, LLC, must deliver a copy of this Order to (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives who participate in marketing, advertising, promotion, or sales; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within seven (7) days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which a Brosseau Defendant delivered a copy of this Order, that Brosseau Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

XI.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that the Brosseau Defendants make timely submissions to the Commission:

A. One (1) year after entry of this Order, each Brosseau Defendant must submit a compliance report, sworn under penalty of perjury.

1. Each Brosseau Defendant must (a) identify the primary physical, postal, and e-mail address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with the Brosseau Defendant; (b) identify all of that Brosseau Defendant's businesses by all of their names, telephone numbers, and physical, postal, e-mail, and Internet addresses; (c) describe the activities of each business, including the products and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defendant (which Brett Brosseau must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how that Brosseau Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission;

2. Additionally, Brett Brosseau must (a) identify all telephone numbers and all e-mail, Internet, physical, and postal addresses, including all residences; (b) identify all business activities, including any business for which Defendant performs services whether an employee or otherwise, or any entity in which such Defendant has any ownership interest; and (c) describe in detail his involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For 15 years following entry of this Order, each Brosseau Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Brosseau Defendant must report any change in (a) any designated point of contact; or (b) the structure of EMZ Ventures LLC, or any entity that Brosseau Defendants have any ownership interest in or directly or indirectly controls that may affect compliance obligations arising under this Order, including creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.
 2. Additionally, Brett Brosseau must report any change in (a) name, including aliases or fictitious names, or residence address; or (b) title or role in any business activity, including any business for which he performs services whether as an employee or otherwise and any entity in which he has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.
- C. Each Brosseau Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or any similar proceeding by or against such Defendant within 14 days of its filing.
- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.
- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to

Associate Director for Enforcement, Bureau of Consumer Protection
Federal Trade Commission

600 Pennsylvania Avenue NW
Washington, DC 20580

The subject line must begin FTC v. Brett Brosseau, EMZ Ventures, LLC *et al.*, X130014.

XII.

RECORDKEEPING

IT IS FURTHER ORDERED that the Brosseau Defendants must create certain records for 20 years after entry of the Order, and retain each such record for five (5) years. Specifically, each Brosseau Defendant, for any business in which they, individually or collectively with any other Defendants, are a majority owner or directly or indirectly controls, must maintain the following records:

- A. Accounting records showing the revenues from all goods or services sold, all costs incurred in generating those revenues, and the resulting net profit or loss;
- B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's name, addresses, and telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;
- C. Complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and
- E. A copy of each advertisement or other marketing material.

XIII.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring the Brosseau

Defendants' compliance with this Order, including the financial representations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order:

- A. Within fourteen (14) days of receipt of a written request from a representative of the Commission, each Brosseau Defendant must submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents, for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.
- B. Upon written request from a representative of the Commission, any credit reporting agency must furnish consumer reports concerning the Brosseau Defendants or the Relief Defendant, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1).
- C. For matters concerning this Order, the Commission is authorized to communicate directly with each Brosseau Defendant. The Brosseau Defendants must permit representatives of the Commission to interview any employee or other person affiliated with any Brosseau Defendant who has agreed to such an interview. The person interviewed may have counsel present.
- D. The Commission may use all other lawful means, including posing, through its representatives, as consumers, suppliers, or other individuals or entities, to the Brosseau Defendants or any individual or entity affiliated with the Brosseau Defendants, without the necessity of identification or prior notice. Nothing in this Order limits 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.

XIV.

RETENTION OF JURISDICTION

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

DONE and ORDERED in chambers, Miami, Florida this 23 day of January, 2014.



MARCIA G. COOKE
UNITED STATES DISTRICT JUDGE

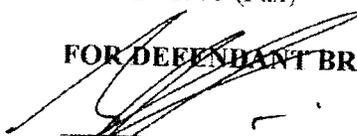
SO STIPULATED AND AGREED:

FOR THE PLAINTIFF:

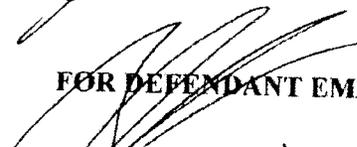
 (JK) Dated: 12/23/13

THOMAS M. BIESTY
tbiesty@ftc.gov
JANICE L. KOPEC
jkopec@ftc.gov
Federal Trade commission
600 Pennsylvania Avenue, NW, H-286
Washington, DC 20580
202-326-3043 (Biesty)
202-326-2550 (Kopec)
202-326-3395 (Fax)

FOR DEFENDANT BRETT BROSSAU:

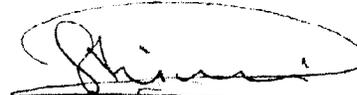
 Dated: 12.18.13
Brett Brosseau

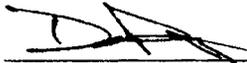
FOR DEFENDANT EMZ VENTURES, LLC:

 Dated: 12.18.13
Brett Brosseau, as a member of
EMZ VENTURES, LLC.

FOR RELIEF DEFENDANT GEORGIA FARM HOUSE LAND HOLDINGS, LLC

 Dated: 12.18.13
Brett Brosseau, as a member of
GEORGIA FARM HOUSE
LAND HOLDINGS, LLC

 Dated: 12.18.13
Aisha Brosseau, as a member of
GEORGIA FARM HOUSE
LAND HOLDINGS, LLC



Dated: 12/19/13

David M. Pocius, Esq.
Paul Frank + Collins P.C.
One Church Street
P.O. Box 1307
Burlington, Vermont 05402

Attorney for the Brosseau Defendants
and Relief Defendant Georgia Farm House
Land Holdings, LLC